



Department for Education

CONTRACT FOR PROGRAMME FOR INTERNATIONAL STUDENT ASSESSMENT (PISA) 2021 NATIONAL CENTRE FOR ENGLAND, WALES AND NORTHERN IRELAND PROJECT REFERENCE NO: DFERPPU/2018026

This Contract is dated *5th September* 2019

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) **Pearson Education Limited** whose registered office is 80 Strand, London, WC2R 0RL ("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 **DFERPPU/2018026**

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 December 2023.

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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], Department for Education, Agora Building, Cumberland Place, Nottingham, NG1 6HJ [REDACTED]
"the Contractor's Project Manager"	[REDACTED], Pearson Education Limited, 80 Strand, London, WC2R 0RL [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;
"BPSS" "Baseline Personnel Security Standard"	a level of security clearance described as pre-employment checks in the National Vetting Policy. Further Information can be found at: https://www.gov.uk/government/publications/government-baseline-personnel-security-standard ;
"CC" "Common Criteria"	the Common Criteria scheme provides assurance that a developer's claims about the security features of their product are valid and have been independently tested against recognised criteria;
"CCP" "Certified Professional"	is a NCSC scheme in consultation with government, industry and academia to address growing need for specialists in the cyber security profession and building a community of recognised professionals in both the UK public and private sectors. See website: https://www.ncsc.gov.uk/scheme/certified-professional ;
"CCSC" "Certified Cyber Security Consultancy"	is NCSC's approach to assessing the services provided by consultancies and confirming that they meet NCSC's standards. This approach builds on the strength of CLAS and certifies the competence of suppliers to deliver a wide and complex range of cyber security consultancy services to both the public and private sectors. See website: https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy ;
"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;
"Controller"	take the meaning given in the GDPR;
"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;
"CPA"	is an 'information assurance scheme' which
"Commercial Product Assurance" [formerly called "CESG Product Assurance"]	evaluates commercial off the shelf (COTS) products and their developers against published security standards. These CPA certified products Can be used by government, the wider public sector and industry. See website: https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa ;
"Crown Body"	any department, office or agency of the Crown;
"Cyber Essentials"	Cyber Essentials is the government backed,
"Cyber Essentials Plus"	industry supported scheme to help organisations

	<p>protect themselves against common cyber-attacks. Cyber Essentials and Cyber Essentials Plus are levels within the scheme;</p> <p>There are a number of certification bodies that can be approached for further advice on the scheme; the link below points to one of these providers</p> <p>https://www.iasme.co.uk/apply-for-self-assessment/;</p>
"Data"	<p>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;</p>
"Data Loss Event"	<p>any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;</p>
"Data Protection Impact Assessment"	<p>an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;</p>
"Data Protection Legislation"	<p>(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;</p>
"Data Protection Officer"	<p>take the meaning given in the GDPR;</p>
"Data Subject"	<p>take the meaning given in the GDPR;</p>
"Data Subject Access Request"	<p>a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;</p>
"Department Confidential Information"	<p>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;</p>
"Department's Data"	<p>is any data or information owned or retained</p>
"Department's Information"	<p>in order to meet departmental business objectives and tasks, including:</p>

(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 Controller;

"DfE"

means the Department for Education;

"Department"

"Department Security Standards"

means the Department's security policy or any standards, procedures, process or specification for security that the Contractor is required to deliver;

"Digital Marketplace/GCloud"

the Digital Marketplace is the online framework for identifying and procuring cloud technology and people for digital projects. Cloud services (e.g. web hosting or IT Health checks) are on the G-Cloud framework;

"DPA 2018"

Data Protection Act 2018;

"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 issued by the Information Commissioner or relevant Government Department in relation to such regulations;

"FIPS 140-2"

this is the Federal Information Processing Standard (FIPS) Publication 140-2, (FIPS PUB 140-2), entitled 'Security Requirements for Cryptographic Modules'. This document is the de facto security standard used for the accreditation of cryptographic modules;

"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;

"GDPR"

the General Data Protection Regulation (Regulation (EU) 2016/679);

"Good Industry Practice"
"Industry Good Practice"

means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be

	expected from a leading company within the relevant industry or business sector;
"Good Industry Standard"	
"Industry Good Standard"	means the implementation of products and solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector;
"GSC" "GSCP"	means the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at: https://www.gov.uk/government/publications/government-security-classifications ;
"HMG"	means Her Majesty's Government;
"ICT"	means Information and Communications Technology (ICT) used as an extended synonym for Information Technology (IT), used to describe the bringing together of enabling technologies used to deliver the end-to-end solution;
"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);
"ISO/IEC 27001" "ISO 27001"	is the International Standard describing the Code of Practice for Information Security Controls;
"ISO/IEC 27002" "ISO 27002"	is the International Standard describing the Code of Practice for Information Security Controls;
"IT Security Health Check (ITSHC)"	
"IT Health Check (ITHC)"	means an assessment to identify risks and vulnerabilities in systems, applications and networks which may compromise the confidentiality, integrity or availability of information held on the IT system;
"Penetration Testing"	
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"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;

"Need-to-Know"	the Need-to-Know principle is employed within HMG to limit the distribution of classified information to those people with a clear 'need to know' in order to carry out their duties;
"NCSC"	The National Cyber Security Centre (NCSC) formerly CESG is the UK government's National Technical Authority for Information Assurance. The NCSC website is http://www.ncsc.gov.uk ;
"OFFICIAL"	the term 'OFFICIAL' is used to describe the
"OFFICIAL SENSITIVE"	baseline level of 'security classification' described within the Government Security Classification Policy (GSCP) which details the level of protection to be afforded to information by HMG, for all routine public sector business, operations and services. the 'OFFICIAL-SENSITIVE' caveat is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen or published in the media, as described in the Government Security Classification Policy;
"Original Copyright Work"	means the first Copyright Work created in whatever form;
"Personal Data"	take the meaning given in the GDPR;
"Personal Data Breach"	take the meaning given in the GDPR;
"Processor"	take the meaning given in the GDPR;
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
"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;
"Secure Sanitisation"	Secure sanitisation is the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level. Some forms of

sanitisation will allow you to re-use the media unuseable. Secure sanitisation was previously covered by "Information Assurance Standard No.5 – Secure Sanitisation" ("IS5") issued by the former CESC. Guidance can be found at:
<https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media>;

The disposal of physical documents and hardcopy materials advice can be found at:
<https://www.cpni.gov.uk/secure-destruction>;

"Security and Information Risk Advisor"
"CCP SIRA"
"SIRA"

the Security and Information Risk Advisor (SIRA) is a role defined under the NCSC Certified Professional (CCP) Scheme. See also:
<https://www.ncsc.gov.uk/articles/about-certified-professional-scheme>;

"SPF"
"HMG Security Policy Framework"

This is the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government's Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently and securely.
<https://www.gov.uk/government/publications/security-policy-framework>;

"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;

"Sub-processor"

any third Party appointed to process Personal Data on behalf of the Contractor related to this Contract;

"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 Contract or any part of it;

"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**

England, Wales and Northern Ireland participate in international comparison studies to benchmark our education policy and performance against other countries, review our system strengths and weaknesses in an international context, and monitor trends over time according to independent measures. The information collected is a vital part of the evidence base in each of England, Wales and Northern Ireland, allowing us to hold ourselves accountable for providing our young people with a world-class education system, and enabling us to learn from the policies and practices in other countries. The Organisation for Economic Cooperation and Development (OECD) Programme for International Student Assessment (PISA) is one such study.

PISA is a triennial study, which first took place in 2000. It aims to evaluate education systems worldwide by measuring the knowledge and skills of pupils close to the end of compulsory education in reading, mathematics and science. The study aims to explain differences in pupil performance across and within participating countries through analysis of pupil test scores, alongside contextual information on pupil characteristics and engagement, school management, and national policy. Samples of 15-year-olds representing around 80 countries and economies are expected to participate in PISA 2021. The 2021 study focuses specifically on mathematics and introduces an innovative domain which aims to measure pupils' creative thinking skills. The tests and background questionnaires will be computer-based.

OECD appoints an international contractor (in practice, a consortium). The international contractor is responsible for the design and implementation of PISA at the international level. The responsibilities of the international consortium, steered by the PISA Governing Board and with input from National Centres include:

- Development of assessment framework and test items;
- Drawing school sample (using data provided by National Centres);
- Collating data (cleaned and marked by National Centres) for analysis and production of international reports; and
- Providing participating countries with data for production of national and sub-national reports, including (in the case of UK) for England, Scotland, Wales, and Northern Ireland individually.

The programme is jointly funded by each administration (the Welsh Government and the Department of Education Northern Ireland) proportionate to the number of schools in the drawn sample and is managed by an Operational Board of representatives from each government administration. Scotland takes part in PISA as an independently adjudicated region and administration of PISA in Scotland is overseen by the Scottish Government under a separate contract.

PISA study design (core and optional components)

The PISA study consists of a core, which all participating countries must undertake to the same specification, and a number of optional components, which countries may choose to administer alongside the core.

The PISA 2021 core consists of:

- A test of a nationally representative sample of 15-year-olds' reading, mathematics, science and global competence. The test will be administered in the sampled schools through a computer-based assessment lasting two-hours. Each pupil assessment will contain a mixture of open-ended and multiple-choice questions linked to real-life situations from the full PISA question bank. Pupils take different combinations of test items. In 2021, the assessments will have a particular focus on mathematics.
- A 20 minute (approximately) computer-based background questionnaire asking the sampled pupils about their characteristics, schools and learning experiences.
- A one hour (approximately) computer-based questionnaire asking the head teachers of sampled schools about the context of the school, staff and pupils.

Each PISA cycle, a new innovative domain is included within the PISA core assessment, in PISA 2021 the innovative domain is 'Creative Thinking'. It aims to measure the extent to which pupils leave school equipped with the ability to think creatively to use what they know to solve reading, scientific and mathematical problems. It is expected that England, Wales and Northern Ireland will make a decision on whether to administer the 2021 innovative domain by September 2019. If the innovative domain is not administered then pupils will answer more questions on other subjects. Therefore the decision will have limited impact on the resources required to prepare, or time to administer the study.

Whilst a number of the optional components offered for PISA 2021 would provide additional insight and analytical opportunity to better understand aspects of England Wales and Northern Ireland's PISA performance, the decision has been made to participate in the ICT familiarity questionnaire only.

Participation in this optional component will be reviewed following field trial and the pricing model here-in is flexible to allow for this element not to be taken forward to main study. The Contractor shall liaise with the international consortium and the Operational Board to agree the most efficient delivery within the Student Delivery System (SDS) for each country.

2 AIMS

On behalf of the Department for Education, Welsh Government and Department of Education Northern Ireland, the Contractor shall deliver the following high-level objectives as National Project Manager (NPM) and National Centre:

- Provide the role of National Project Manager and National Centre for England, Northern Ireland and Wales to the OECD and their international contractors.
- Administer PISA 2021 (including the ICT Familiarity questionnaire option) in England, Wales and Northern Ireland to the OECD's international project specification, meeting strict Operational and response rate requirements.
- Process additional data so that results can be reported separately for each of England, Wales and Northern Ireland, and to offer students in Wales the choice to take PISA in Welsh language.
- Undertake sampling, data collection, coding and data cleaning as required for the PISA 2021 study. The Contractor shall process additional data so that results can be reported separately for each of England, Wales and Northern Ireland, and offer students in Wales the choice to take PISA in Welsh language.
- Develop and deliver an appropriate communication and dissemination plan, which ensures the key findings from the PISA 2021 study are shared and understood within the national context of each of England, Northern Ireland and Wales. As a minimum, this should include the publication of a national PISA 2021 research report outlining the key findings for education policy design and delivery for each of England, Northern Ireland and Wales, to coincide with the publication of international findings (likely December 2022); and such analysis of data as may be requested by the Department in addition to that of the international consortium.

3 TASKS

The tables presented on the following pages specify the PISA 2021 deliverables and identify products, outputs, quality measures and the proposed delivery date(s). The specific requirements and deliverables are subject to change, with OECD specifications taking precedence. Where such change results in material change to scope or resource of the project then this will be discussed and only if necessary will it be dealt with via the change control mechanism within the contract.

Deliverable description	Outputs/ products	Quality measures	Timing
(1) Effective programme management and reporting			
a) The Contractor shall provide, develop and maintain appropriate project documentation, including a project initiation document (PID), project plan, capital assets inventory, resourcing plan, quality strategy, risk approach, risk, issues and decisions log, lessons learnt.	<p>Project initiation document (PID)</p> <p>Project documentation (including project plan, risk and issues log etc)</p> <p>Resourcing Plan including Staffing Plan, succession plans for all key roles within the core project team.</p>	<ul style="list-style-type: none"> Documentation reviewed and agreed with the Operational Board PID to be agreed with the Operational Board. Resourcing Plan to be agreed with the Operational Board. 	<p>PID – July 2019</p> <p>Other documentation - throughout the duration of the project</p> <p>Resourcing Plan – to be shared monthly at Operational Board meetings and within 5 working days of notification of any change to staffing.</p>
b) The Department shall chair monthly Operational Board meetings, at which the Contractor is expected to provide secretariat function and monthly reports and papers.	<p>Monthly reports and agenda.</p> <p>Reports shall:</p> <ul style="list-style-type: none"> detail activities undertaken and context highlight risks, issues and decisions detail forthcoming activities 	<ul style="list-style-type: none"> Quality highlight/checkpoint reports and agenda provided at least 4 working days before each meeting Minutes and action points circulated within 2 working days of the meeting 	<p>June 2019</p> <p>(documentation agreed)</p> <p>Monthly – Operational Board meetings to be held on 1st Wednesday of each month (actions before and after)</p>
c) The Contractor shall develop and maintain effective working relationships with stakeholders and ensure communications remain professional throughout the project life cycle.	Regular communication, discussion and negotiation with stakeholders.	<ul style="list-style-type: none"> All communications positive and professional Appropriate actions taken and deadlines met Good relationships established 	Throughout the duration of the project – as required

d) The Contractor shall identify and manage risks and issues and shall agree and develop appropriate escalation processes with the Operational Board.	Risk log - produced and regularly updated.	<ul style="list-style-type: none"> • Ongoing assessment of risks • Accurate and clear risk reporting at monthly meetings • Risks discussed with Operational Board and escalated promptly should the need arise • Countermeasures and contingencies implemented to minimise risks 	Throughout the duration of the project
e) <i>OECD reporting:</i> The Contractor shall provide the OECD and their international contractors with timely project documentation through the PISA 2021 project portal or as otherwise required. This shall include conduct reports on each of the field trial and main study referenced in clause 1f below.	Documentation and instruments submitted to the international contractors, including the reviews of the field trial and main study.	<ul style="list-style-type: none"> • Information submitted to the satisfaction of OECD and their international contractors 	Throughout the duration of the project – as required
f) <i>Operational reporting:</i> The Contractor shall provide the Operational Board with a conduct report documenting the PISA 2021 field trial and a further report documenting the PISA 2021 main study in a format to be agreed with the Operational Board.	Field trial conduct report Main study conduct report.	<ul style="list-style-type: none"> • Quality written reports which should include (but not be limited to) the approach, response rates achieved, delivery successes and lessons learnt. 	July 2020 – field trial conduct report April 2022 – main study conduct report
g) The Contractor shall ensure that the NPM and/or their representative attend the National Project Manager meetings and appropriate training events arranged by the international consortium throughout the duration of the project. The NPM and/or their representative must influence decision making at meetings through actively promoting the QUK requirements.	NPM attendance at international meetings (approximately six NPM meetings and 3 training events, some of which may involve long haul travel). Follow-up report (meeting note) for Operational Board	<ul style="list-style-type: none"> • Evidence that issues relevant to QUK are promoted. • Quality written report provided within 10 working days of the meeting to the Operational Board outlining key information, actions and decisions 	Throughout the duration of the project – as set out by the international consortium

h) The Contractor shall develop an effective project closure strategy, to include a closure report for the Operational Board and input to international project review and reporting, as required.	Closure plan Closure report	<ul style="list-style-type: none"> • Closure plan reviewed and agreed by the Department • Quality written closure report which will including (but not be limited to) a review of deliverables completed, benefits realised, asset register, lessons learned and strategy for destroying data. • Closure report accepted by the Operational Board 	July 2019 (reviewed annually thereafter)
i) The Contractor shall develop a comprehensive quality strategy detailing the approach to quality management throughout the project and will expand the criteria for all deliverables and outputs.	Approved PID, Project plan and quality strategy	<ul style="list-style-type: none"> • Quality strategy describes ways in which quality will be managed by the Contractor. 	July 2019 (reviewed annually thereafter)
j) Before field work commences, the Contractor shall complete the Department's research ethics checklist describing the approach to fieldwork and data collection.	Approved Department ethics checklist	<ul style="list-style-type: none"> • Contractor and Operational Board agree ethical approach and record on Department ethics checklist. 	Signed by Contractor and relevant sub-contractor within 2 months of receipt
(2) Adaption and quality assurance of study instruments and guidance documents for the context of England, Wales and Northern Ireland			
a) As required by OECD, the Contractor shall propose, and gain international consortium approval of, cultural adaptations to study materials and guidance documents.	Adaptated assessment materials, questionnaires and school level materials (including manuals) and implemented in computer delivery platform	<ul style="list-style-type: none"> • Adaptations ensure that the language is familiar to pupils and relevant to the education systems of England, Wales and Northern Ireland. • Adaptations approved by the Operational Board and international consortium. 	<p>by February 2020 (field trial)</p> <p>by September 2021 (main study)</p>

b) As required by the Welsh Government, the Contractor must translate the PISA 2021 study instruments for the main study into Welsh language using the Welsh Government's language standards. The number of words requiring verification and adaptation is approximately 150,000.	Translation Plan. Assessment materials and questionnaires in Welsh.	<ul style="list-style-type: none"> The Contractor must verify all translated materials in accordance with the rules set by the international consortium Translation Plan agreed by Operational Board Adaptations approved by international consortium. 	Translation Plan to international consortium and Welsh Government by April 2019 Assessment and questionnaire materials by September 2021 (main study)
c) For the main study, and as required throughout the project, the Contractor shall make available Welsh language versions of study manuals, correspondence with schools, families and pupils, the national report for Wales and other dissemination outputs, as requested by and agreed with the Welsh Government's representative to the Operational Board. In the case of Northern Ireland and England, no provision for minority language is required.	All materials for schools, families, pupils or the public in Wales	<ul style="list-style-type: none"> Materials in Welsh available at the same time as those in English for Wales 	Throughout the duration of the project – as required
d) The Contractor shall report to the Operational Board any opportunities to be involved in the piloting of new materials to be used within the core study, or optional components, and make an assessment as to the benefit of doing so. Should piloting be recommended and agreed by the Operational Board, the Contractor will be responsible for undertaking piloting in a handful of schools identified and engaged by the Contractor on behalf of the international consortium.	Information and recommendations on opportunities as/if they arise.	<ul style="list-style-type: none"> Timely information (supported by relevant documents) to allow informed decision making. 	Throughout the duration of the project – as opportunities arise

e) National entities can choose to include a limited number of additional national option questions in their pupil and school questionnaires to address priority evidence gaps. The Contractor must propose and agree with the Operational Board (to be signed off by the international consortium) up to five supplementary national option questions to be appended to each of the pupil and school questionnaires in England, Northern Ireland and Wales.	National option questions (up to 5) for each country: England, Wales and NI.	<ul style="list-style-type: none"> National option questions reviewed and agreed by the Operational Board and international consortium. Questions proposed provide data in line in with policy priorities 	by May 2019
f) The Contractor shall work closely with the international consortium to understand the technical specifications and logistical requirements of the test delivery system, provide input when required, and ensure that final specifications accommodate the school ICT environment, lessons learnt from PISA 2015 and 2018 test delivery in England, Northern Ireland and Wales and the specifications required for delivering the tests in a Cloud Hosted Virtual Desktop (CHVD).	Student Delivery System (SDS) - optimised for use in QUK on a CHVD system.	<ul style="list-style-type: none"> SDS functions in QUK schools on the CHVD (without the need for intervention by schools or IT support on the day of the test) 	by February 2020 (field trial) by September 2021 (main study)
(3) Sampling procedures			
a) Following submission by officials of initial sampling information to the international consortium, the Contractor shall finalise sampling procedures for field trial and main study, working closely with colleagues at Ofqual and their contractors to ensure an aligned approach with the National Reference Test. The contractor shall supply this information to the international consortium who will draw the main (and two replacement) school samples for each of the	<p>Sampling frame: to include confirmation of stratification variables, sampling frames and justification for exclusions.</p> <p>Sampling strategy</p> <p>Sampling Process Document</p>	<ul style="list-style-type: none"> Sampling frame agreed by the Operational Board and international consortium International consortium are able to draw representative samples 	by August/ September 2019 (field trial) by March/April 2021 (main study)

PISA 2021 field trial and main study using the most up to date and accurate school information. The Contractor shall document the sampling process and its outcomes on tracking forms to be returned to the international consortium.				
b) Using an approach agreed with individual schools (that is the least burdensome for the school), the Contractor shall obtain appropriate information for participating schools to enable them to draw the pupil sampling frame, and draw the sample of 15-year-old pupils in each selected school using software provided by the international consortium. The Contractor shall ensure compliance with GDPR at all stages of the process and in particular, ensure that neither the identities nor the survey data of individual schools and pupils will be published.	Pupil lists - gathered during school recruitment process Pupil sample - drawn using KeyQuest	Pupil samples drawn		by February 2020 (field trial) by September 2021 (main study)
(4) Recruitment of a satisfactory number of sampled schools and pupils to take part in both the PISA field trial and main study				
a) <i>Recruitment and retention strategy:</i> The Contractor shall develop, agree with the Operational Board, and implement (supported by an Operational plan) a strategy for managing school and pupil recruitment risks to ensure that school and pupil response rate targets are met for each of the field trial and main study. The contractor shall review the strategy shall reflect the findings of the field trial conduct report.	School recruitment strategy Weekly updates on recruitment (daily if required) Risk log - specific risks monitored and escalated as necessary	<ul style="list-style-type: none"> Strategy agreed by the Operational Board and reviewed regularly Countermeasures and contingencies implemented to minimise risks The strategy shall reflect the findings of the field trial conduct report. 		by February 2020 (field trial) by September 2021 (main study)

<p>b) <i>Required participation numbers: The</i> Contractor shall aim to recruit 100% of the drawn school sample with minimal use of first and second replacement samples, and 100% of sampled pupils. As a minimum, the Contractor shall ensure that both the school and pupil samples recruited meet the very strict conditions required by the OECD to enable reporting of findings for QUK, England, Wales, and Northern Ireland. In addition the Contractor must ensure that samples are sufficient to enable such analysis as may reasonably be required by the Department, Welsh Government and the Department of Education Northern Ireland.</p>	<p>Evidence of achieved samples</p>	<ul style="list-style-type: none"> Achieved samples meet or exceed the international and national requirements for analysis and reporting 	<p>Preliminary figures on achievement: May 2020 (field trial) and December 2021 (main study)</p> <p>Confirmation of achieved sample: November 2020 (field trial) and June 2022 (main study)</p>
<p>c) <i>Recruitment monitoring and reporting:</i> During the school engagement phase, the Contractor shall provide weekly updates to the Operational Board including reporting of recruitment again forecast, proposed mitigations and assessment of risk. The contractor shall also provide a report on the final position on school and pupil recruitment at the end of the field trial and main study delivery. If required by the international consortium, for example, in the event the response rates are not met, or depend on a high proportion of replacement sample schools, then the Contractor shall undertake a bias analysis of the achieved school and pupil sample. This shall be done under the guidance of, and to the timelines outlined by, the international consortium.</p>	<p>Monthly/weekly updates on recruitment and testing (as required by the Department)</p> <p>Bias analysis (if required)</p>	<ul style="list-style-type: none"> Updates accurate, timely and informative Bias analysis completed to a high standard and accepted by the international consortium 	<p>Sampling forms: by August 2019 (field trial)</p> <p>by March 2021 (main study)</p> <p>Updates: October 2019 to April 2020 (field trial)</p> <p>February 2021 to December 2021 (main study)</p> <p>Bias analysis: by May 2022 (if required)</p>

d) The Contractor shall meet the requirements of the Department with regard to data protection. Specifically, the Contractor shall agree, in advance of any survey activity taking place, the consent arrangements that shall apply for each of the participant groups. Where opt-in consent is used, the approach should be compliant with the General Data Protection Regulation and Data Protection Act 2018 and the contractor shall provide all sampled pupils with appropriate privacy notices.	School and pupil recruitment and invitation materials Appropriate privacy notice	<ul style="list-style-type: none"> • Invitation and consent/ privacy notice materials agreed by data controllers in each of England, Wales and Northern Ireland 	by February 2020 (field trial) by September 2021 (main study)
e) The Contractor shall develop and maintain effective working relationships with schools and ensure communications remain professional throughout the project life cycle. They shall work with sampled schools to identify a nominated school coordinator and ensure that school and school coordinators are fully informed of their role. At all stages of the project, the Contractor shall aim to minimise the task of and burden on the school coordinator, for example by pre-populating forms with data available from other sources where possible and adapting the school coordinator manual so that it is clear and uses appropriate terminology.	Recruitment materials School coordinator nominated School coordinator manual Prepopulated forms for schools	<ul style="list-style-type: none"> • Good relationships established with school staff • Schools are clear at the outset of their required actions • Any communications from schools responded to within 2 working days in a positive and professional manner • Burden on the school is minimised 	by February 2020 (field trial) by September 2021 (main study)
(5) Test administration resource and quality assurance			
a) The Contractor shall recruit, train and support sufficient test administrators (TAs) to administer the PISA field trial and PISA main study, in person within each of the sampled schools and ensure a sufficient geographical spread of test administrators	Bank of PISA 2021 test administrators	<ul style="list-style-type: none"> • Appropriately trained TAs available for testing in each school on various dates • TAs are able to utilise CHVDs in school without burden on 	by January 2020 (field trial) by August 2021 (main study)

across all of QUK to enable flexibility for schools in their testing dates. The test administrators should be current or retired educational professionals capable of supporting the administration of the computer-based assessment platform and proficient in the use of CHVD delivery.		the school coordinator or school IT support staff	
b) Test administrators shall be provided with a manual supplied by the international consortium detailing the procedures for administration of the tests but must also be trained in person by the Contractor. The Contractor shall ensure that at least two relevant members of the National Centre attend national test administrator training before field trial and main study (as well as any additional training on the PISA database, and data processing arranged during the project).	TA manual, training materials and follow-up support	<ul style="list-style-type: none"> The Contractor is satisfied that TAs are sufficiently trained and informed 	by February 2020 (field trial) by September 2021 (main study)
c) The Contractor will arrange the receipt of field trial and main study materials from the international consortium, and delivery of all materials to the relevant test administrators and schools.	Materials downloaded from portal (e.g required forms, school coordinator manual, test administrator manual, instructions for completing questionnaires and tests, checklists for pre and post-test tests)	<ul style="list-style-type: none"> Materials sent and received securely 	by April 2020 (field trial) by December 2021 (main study)
d) The Contractor shall nominate one International Quality Monitor (who cannot be one of the test administrators) for each of England, Wales and Northern Ireland (to be appointed by the international consortium) and manage their attendance and observation of at least the minimum number of test sessions required by the international consortium during the field trial and main study.	IQMs - identified and nominated to international consortium; school observation visits assigned	<ul style="list-style-type: none"> IQM visits completed 	by September 2021

e) The Contractor shall test the national versions of the test delivery system with the international consortium, and ensure the PISA 2021 test software is executable in participating schools including lease or purchase of hardware, should this be required following the outcome of the field trial modal study.	Early liaison by the Contractor with schools to ensure CHVD able to run successfully (including system requirements and sufficient available hardware)	<ul style="list-style-type: none"> SDS functions in QUK schools 	by February 2020 (field trial) by September 2021 (main study)
(6) Field trial and main study administration			
a) The Contractor shall administer the PISA 2021 field trial using the same procedures and delivery platform as planned for the main study, and shall complete all assessments and questionnaires within the most time-efficient window possible. For the field trial, the Contractor shall set up a comparison (modal study) between the CHVD solution, in [REDACTED] schools, and laptop delivery in [REDACTED] schools. The Contractor shall monitor and report on system access and performance issues in the VD schools, and feedback from School Coordinators.	Completion of the field trial (including modal study)	<ul style="list-style-type: none"> Field trial completed in required number of schools International consortium approval of field trial assessments and questionnaires Modal study completed and sufficient information provided to enable informed decision on main study delivery approach 	by April 2020 Decision by Operational Board on main study approach by September 2020
b) The Contractor shall review their main study delivery plan following the field trial to identify suitable (value for money) refinements, particularly around method of delivery in light of the findings of the modal study, and propose whether chosen national optional components should be taken forward to main study.	Report on conduct of field trial - including lessons learned	<ul style="list-style-type: none"> Detailed conduct report which contains clear reasoning (including costs and possible options) to inform decisions concerning the main study 	by October 2020

c) The Contractor shall agree the precise dates for the England, Northern Ireland and Wales main study with the lead officials in each country and the international consortium.	Main study timetable	<ul style="list-style-type: none"> International consortium sign off of dates 	by June 2019
d) The Contractor shall deliver the main study tests (core and chosen optional components) during a six-week period (including two weeks to be set aside for repeat test sessions) in accordance with the requirements set out by the international consortium, including implementation of any revisions to the delivery model following field trial.	Completion of the main study	<ul style="list-style-type: none"> Delivery carried out to international consortium requirements and within stated timescales 	by January 2022
e) The Contractor shall ensure enough pupils sit the assessment within each sampled school to meet pupil response rate targets (minimum 80%), including returning to the school for a subsequent test session if required; and that all head teachers (or their nominated representative) in participating schools complete the school questionnaire.	Achieved sample complete the main study	<ul style="list-style-type: none"> Participation rates met or exceeded 	Preliminary figures on achievement: May 2020 (field trial) and December 2021 (main study) Confirmation of achieved sample: November 2020 (field trial) and June 2022 (main study)
(7) Data handling, processing, marking, coding, matching and quality assurance			
a) The Contractor shall mark test scripts, code test and questionnaire responses, and enter national data into the international data collection tool (within an agreed 8 week window) to enable the international consortium to prepare a national database following both the field trial and main study test window.	National database for England, Wales and Northern Ireland	<ul style="list-style-type: none"> International consortium approval of data 	June 2020 (field trial) March 2022 (main study)

b) The Contractor shall recruit and train a sufficient number of staff, with relevant and appropriate qualifications, to undertake data processing operations (marking, processing) and coding of school and pupil responses) within the timeline set by the international consortium.	National database for England, Wales and Northern Ireland	<ul style="list-style-type: none"> International consortium approval of data 	<p>June 2020 (field trial)</p> <p>March 2022 (main study)</p>
c) The Contractor shall work with the international consortium to quality assure and sign-off a final dataset for each of England, Northern Ireland and Wales.	National database for England, Wales and Northern Ireland	<ul style="list-style-type: none"> International consortium approval of data 	<p>June 2020 (field trial)</p> <p>March 2022 (main study)</p>
d) The Contractor shall develop a data security strategy in line with Data Protection legislation which ensures secure transfer of all sensitive and confidential data between the Contractor, participating pupils and schools, and the data controllers (specifically, their representatives on the Operational Board).	Data security strategy	<ul style="list-style-type: none"> Procedures agreed with the data controllers which comply with data protection legislation 	by May 2019
e) In England, the Contractor shall match the PISA database to the school and pupil information provided in the National Pupil Database and other administrative sources, to ensure PISA analysis can be triangulated with national measures and indicators. The procedures for this matching should enable matching of later attainment at GCSE. They should also enable matching again at a future point as required. The contractor shall make similar arrangements for data matching in Northern Ireland and Wales. The contractor shall transfer these matched datasets, alongside the final national datasets, to the appropriate data controllers at the end of the contract in the format requested.	Matched data sets for England, Wales and Northern Ireland	<ul style="list-style-type: none"> Accurate and complete data sets provided to Operational management group in agreed format 	March 2023

(8) Analysis, communication and dissemination

(8) Analysis, communication and dissemination				
	PISA 2021 webpages		Website contains timely information and resources for a range of stakeholders on the PISA 2021 study and previous PISA studies to raise the profile of the importance and value of participating in PISA (particularly during the recruitment stage)	At project start-up
a) The Contractor shall maintain a central point of information (such as a Website) for PISA 2021 resources in England, Wales and Northern Ireland to be used for communication with audiences, including participating schools, and the dissemination of national reports.			<ul style="list-style-type: none"> • Accurate presentation of data 	Throughout the duration of the project – as required
b) The Contractor shall undertake review and quality assurance of data tables, facts and figures relating to data from UK, England, Northern Ireland and Wales to be used within published datasets and national and international reports.	Publicly published datasets and international reports			
c) The Contractor will agree an initial research plan with the Operational Board at project start up which will include plans for dissemination of previous PISA findings in the school recruitment stage. The research plan will include the outline approach and timescales for dissemination and reporting activities throughout the course of the project, including proposals for the national reports. The research plan shall include provision for separate national reports for each of England, Northern Ireland and Wales (to be available in Welsh and English), for publication on the same day as the publication of international results. The content and formatting of these reports must be agreed with the Operational Board, and in keeping with the Department's research	Research plan		<ul style="list-style-type: none"> • Initial research plan agreed by the Operational Board • Research plan updated at agreed intervals, including outputs, timings and approach • To be agreed by the Operational Board • Clear plans to address key research priorities in the national reports agreed by the Operational Board 	<p>Initial research plan agreed by July 2019</p> <p>More detailed national reporting plans in place by May 2022</p>

publication style guide. Reports must present findings and be analytical in nature.				
d) The Contractor shall conduct analysis of the international dataset, matched to national data (where relevant) to meet the research aims of the project and provide England, Northern Ireland and Wales with contextualised reporting of their results above and beyond that provided by the international consortium.	National reports for each country	<ul style="list-style-type: none"> Reports approved by Operational Board 	December 2022	
e) The ownership of the research material and of the reports lies with the Contractor who shall grant to the Department, Welsh Government and Department of Education Northern Ireland a non-exclusive licence, without payment of royalty or other sum, to use the material as set out in the Department's contract terms and conditions.	Project research materials and reports	<ul style="list-style-type: none"> Provision of requested materials 	by August 2023	
f) The Contractor shall establish a Research Advisory Board to quality assure the research element of the project and oversee the research plans and monitor the requirements of the contract.	Research Advisory Board formed	<ul style="list-style-type: none"> Meetings provide quality assurance of the research study, research plans and deliverables 	May 2019	

5 METHODOLOGY

The Contractor shall conduct the survey according to the methodology laid down by the OECD and to the international standards for PISA 2021 adopted by the PISA governing Board (PGB). National adaptations and plans for national analysis and reporting shall be agreed with the Operational Board.

A. SAMPLING

The Contractor shall work closely with in-country contacts to complete all sampling tasks and ensure sampling data is current and accurate. The Contractor shall use a survey administration system which holds contact data on all schools in the UK and will apply regular updates from national databases such as Edubase, School Census data and ongoing contact with schools before supplying the international consortium with a list of schools from which to draw the samples. The Contractor shall ensure that any exclusions from the sampling frame are within the allowed tolerances and sample design within each of the three countries meets national reporting requirements.

Once the OECD international contractors select a stratified school sample in each country, a random sample of 15-year olds shall be selected by the Contractor using information on eligible pupils provided by the sampled schools and held within national pupil databases. Only sampled pupils and schools may be invited to participate in the survey. Non-participating schools may only be replaced by those from a first or second replacement sample, which is drawn by the international contractors at the same time as the main sample. Non-participating pupils cannot be replaced.

The Contractor shall develop an understanding of the country contexts and use this to shape their main study sampling strategy. The main study sampling plan is to be agreed within the indicative range proposed in the table below, which is based on previous study requirements. These requirements are subject to change, with OECD specifications taking precedence.

Main study sample requirement for PISA 2021 in England, Wales and Northern Ireland

	England		Wales		Northern Ireland	
OECD min required achieved response for 2021	120 schools	5,200 pupils	50 schools	2,100 pupils	50 Schools	2,100 pupils
QUK proposed sample range for 2021						

Max drawn sample [40 pupils per school]						
Min drawn sample [40 pupils per school]						
Initial sample proposed by the Contractor [40 pupils per school]*						

* Subject to change according to OECD requirements and on the assumption that the Contractor ensures required response rates are met

The Contractor has initially proposed sampling [REDACTED] students per school for the field trial and [REDACTED] students per school for the main study, from across England, Wales and Northern Ireland. The Contractor will liaise with the Operational Board and with the international consortium, to agree the optimum Sampling Plan that will minimise both burden and cost while providing sufficient data to allow robust analyses across each of England, Wales and Northern Ireland. The final sampling figures will be negotiated with the international consortium for each country and for QUK as a whole.

B. PREPARATION OF SURVEY INSTRUMENTS

In order to be able to assess how the performance in a country compares to another, and how country performance has evolved from one PISA cycle to next, the same instruments have to be used in all assessments. Certain variations in the study implementation are particularly likely to affect test performance. Among them are: session timing; the administration of test materials and support material; the instructions given prior to testing; and the rules for excluding pupils from the assessment. For this reason it is essential that the Contractor adheres to OECD requirements and specifications in the preparation of materials and study implementation.

The Contractor will agree all national adaptations, including the addition of any national questions, with the Operational Board within the OECD requirements and specifications.

The Contractor will adapt the test and questionnaire items within the OECD delivery platform, to ensure that items function appropriately in national contexts while remaining internationally comparable. They shall gain Operational Board sign-off of any such changes. The Contractor will keep detailed records of all adaptations between the Field Trial and Main Survey, and between PISA cycles. This will ensure international consistency, enabling the valid analyses and reporting that policymakers need on current performance in relation to other countries and changes over time.

If required, the Contractor shall adapt all assessments and questionnaires to ensure functionality within the computer operating systems in schools. The Contractor shall also review and adapt all survey manuals, for consistent implementation in schools; and will discuss with the Operational Board the benefits of opportunities to adapt and pilot any new cognitive materials.

C. WELSH LANGUAGE MATERIALS

Welsh Government require that the study in Wales be available in both Welsh language and English language. The Contractor shall agree a Translation Plan:

- with the international consortium, in accordance with the PISA 2021 Technical Standards for such materials as required be translated by the consortium
- with Welsh Government for such materials as are required by Welsh Government for implementation of the study including (but not limited to) all communications with schools, pupils, families; all guidance, manuals etc for School Coordinators; and publications, including the National report for Wales (to be available in Welsh and English on the same day as international reports)

D. RECRUITMENT

The Contractor will work with the Operational Board to finalise a recruitment strategy for PISA 2021 which is appropriate for national context, minimises the burden on schools, pupils and parents, and maximises the value of participating for schools.

At this stage the Contractor has proposed a multi-strand recruitment campaign that shall focus on introducing the study and encouraging participation, using a strategy of harnessing understanding and enthusiasm:

- To ensure (and communicate) that participation is desirable and requires a low effort activity and minimal administrative burden on participating schools.
- To offer flexibility to schools on testing dates and times.
- To populate forms, where possible, ourselves.

- To use experienced staff from the successful PIRLS16 and TIMSS19 recruitment in consultation with local experts in the three countries.

For both the field trial and the main study, the Contractor will use a three-phase school recruitment approach (briefly outlined in Figure 1 below) consisting of:

1. Preparation
2. Stakeholder Support
3. Recruitment, tracking and reporting

Figure 1**E. MODE OF ASSESSMENT**

PISA 2021 is to be delivered as a wholly computer-based assessment. The contractor has proposed that the assessment is made available in the form of a portable application. █

█ Pupil responses are saved back to the assessment software from which, subject to technical requirements, they can be automatically uploaded upon completion of the test or at a later date/time. Due to the configuration of school internet connectivity it may be necessary to manually initiate upload of pupil responses following completion of test sessions from a network other than the school's.

The contractor shall develop a comprehensive plan for delivery of PISA 2021 via a computer based assessment. The Contractor is proposing a delivery model that utilises cloud based virtual desktops (VD) containing the Student Delivery System (SDS), which students will log into securely online. This model removes the requirements for physical media transport of the SDS (via USB or laptops), the return and manual extraction of the student response data, and is intended to minimise the amount of IT support required.

**COMPARISON (MODAL) STUDY**

At the field trial stage, the Contractor will set up a comparison between the VD solution in █ schools and laptop delivery in █ schools. The contractor shall monitor and report particularly on system access and performance issues in the VD schools and feedback from School Coordinators and Test Administrators. The Contractor will review the delivery mode after the field trial and document the findings clearly in the field trial conduct report to allow the Department to make a decision on the main study delivery approach by September 2020. An overview of this process is presented in Figure 2 below:

Figure 2

F. DATA HANDLING AND SECURITY

Throughout the project, data security is of the utmost importance and the Contractor will maintain responsibility for the security and protection of all the data created by QUK's participation in PISA 2021. Given the proportion of participating countries under the jurisdiction of the GDPR, the OECD and international consortium have agreed to make GDPR the standard to which participating countries must adhere.

The Contractor shall be responsible for the collection and marking of pupil and school responses. They will ensure that respondent consent procedures comply with the GDPR and the Data Protection Act 2018 and will gain prior approval from the Operational Board for the content and format of any written information provided to schools, parents participants or any other stakeholders in regard to personal data.

The Contractor's data management processes will be overseen by a specialist Data Manager, who will attend the relevant training provided by the International Consortium and cascade to relevant staff at the National Centre.

The Contractor will develop and implement an effective data security strategy to be agreed by the Department and International Consortium. All datasets will be stored on secure network servers, governed by strict access control policy. The working PISA21 databases, linked to the OECD data management systems, will be created within this secure network location. The Contractor does not foresee the need to transfer the dataset to any third parties, until the completion of the Main Survey and data processing in line with GDPR. Following the submission of the national data sets, The Contractor will continue to respond to data queries from OECD, using secure channels.

The Contractor holds ISO 27001/27002 certification at its Data Processing centre [REDACTED]. All other sites, including [REDACTED] where data will be managed, are aligned to adhere to the principles as described in the Contractor's "Information Security Management Policy".

The Contractor shall become the expert in handling the PISA 2021 datasets, and shall match the final datasets to national data as required by respective Data Controllers. The Contractor shall be responsible for ensuring that datasets are appropriately handled, stored and shared, including (but not limited to) maintaining such confidentiality as required of Data Controllers.

G. DATA ANALYSIS AND NATIONAL REPORTING

During the course of the project, the Contractor will maintain an up-to-date awareness of current policy discussions and evidence gaps across each of the three countries, such that the PISA data, once finalised, can be analysed appropriately to further these discussions and add to national policy development.

The Contractor will agree an initial research plan with the Operational Board at project start up which will include plans for dissemination of previous PISA findings in the school recruitment stage. The research plan will include the outline approach and timescales for dissemination and reporting activities throughout the course of the project, including proposals for the national reports.

The national reports will be published on the same day as the first international volumes, and will present the key findings for each of England, Northern Ireland and Wales within the appropriate national contexts.

The Department reserves the right to extend the contract to cover agreed further analysis, to be discussed and agreed with the Operational Board at appropriate points.

6. KEY PERFORMANCE INDICATORS

KPI No.	KPI	Measurement period	Measurement	Monitoring Method	Payment by results
1	Effective programme management and reporting.	Ongoing for the duration of the contract	100% submission of the required reports, resourcing plan, risk logs and issues log in agreed format on a monthly basis.	Monitoring by the Departments.	N/A
2	Development of a comprehensive sampling plan and procedures for the field trial and main study.	TBC	Sampling plan to meet requirements of international consortium and clients. Excludes not more than 5% of the population. 100% accuracy in collation of pupil information. Zero complaints from school regarding confirmation of pupil list when gathering information and perceived burden.	Review and approval of ongoing tasks by Department officials. Review and approval by International Consortium.	N/A
3	Build and maintain effective relationships with all stakeholders and be responsive to requests.	Ongoing for the duration of the contract	Sampled schools to feedback positive experiences. International Consortium to feedback positively on interactions.	School participation feedback. Monitor of complaints. International Consortium feedback.	N/A
4	Develop a thorough understanding of the context in England, Northern Ireland and Wales including effective adaptation of instruments and guidance documents.	TBC	Relevance of contributions at NPM meetings by NPM submissions following input/feedback by local experts. Effective and accurate adaptations. Positive feedback.	Through submissions and review by Department officials and International Consortium. Feedback from England, Northern Ireland and Wales experts.	N/A
5	Development and implementation of an effective data handling strategy and production of a final	TBC	100% of data securely stored and transferred. High quality dataset to be complete and appropriately labelled, including explanation of	Regular reporting at key stages of project. Sign off by Departments	N/A

	dataset for each of England, Northern Ireland and Wales.		all missing data and appropriate data anonymised.	and International Consortium confirmation.	
6	Recruitment and participation of sufficient schools and students to meet the OECD requirements for each of England, Northern Ireland and Wales to be reported to in international study findings (Linked to payment milestone in the MS).	TBC	School and pupil response rates meet OECD requirements for each of England, Northern and Ireland Wales to be reported in international study findings.	Recruitment process reports. International Consortium Confirmation.	Yes – see payment schedule
7	Effective test administration at FT and MS and minimise burden on schools.	TBC	Minimal complaints but all resolved and effectively managed. Positive response from school survey.	School feedback survey. Complaints tracker. Contractor reports.	N/A
8	Effective analysis and dissemination of the international dataset and production of separate national reports for each of England, Northern Ireland and Wales (including a Welsh language version of the Welsh national report).	TBC	Production of national report on the same day as the publication of international results. Relevant, valid and robust analysis requirements to be agreed in the analysis plan.	Review by Research Advisory Board and Departments.	N/A

7. STAFFING

[REDACTED]

8. OPERATIONAL BOARD

The Project Manager shall set up an Operational Board for the project, which shall be chaired by the Department and consist of representatives from the Department and the Contractor. The function of the Operational Board 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. The Board shall meet on a monthly basis at times and dates agreed by the parties or, in the absence of agreement, specified by the Department. The Contractor's representatives on the Operational Board shall provide a secretariat function and report their views on the progress of the project to the Board, providing appropriate written reports and papers beforehand.

9. RISK MANAGEMENT

The Contractor and the Department have identified and agreed a range of risks which may pose a threat to the outcome of the project. The table below presents an overview of the risk, the potential impact if it happened and the contractors plans to manage and mitigate the risks. The contractor will manage a live risk register as part of the project management of the programme and report on this regularly to the Operational Board, escalating risk where necessary.

Risk ID	Risk Description	Likelihood of risk occurring	Scale of impact	Impact Description	Countermeasures and Contingencies
R01	Insufficient schools from selected sample agree to take part in field trial/main survey	L	H	Low-quality research outputs, data/results not robust enough for country analyses	<ul style="list-style-type: none"> A range of Marketing materials will be deployed Agree a test date in advance that is feasible for the school Back up schools can be utilised
R02	School drops out before test day with limited time for replacement	L	H	Insufficient sample	<ul style="list-style-type: none"> Engagement strategy to ensure ongoing personal dialogue with selected schools; escalation process to key project personnel to discuss with school Flexibility/change dates/times of test date Back up schools can be utilised
R03	Virtual desktop: No access to student delivery system (SDS)	L	H	Students unable to take the tests	<ul style="list-style-type: none"> Interaction with OECD to confirm SDS availability Rigorous testing of platform solution prior to field trial to ensure compatibility and security protocols are intact.
R04	Main Survey testing period falls early within the academic year (Oct-Dec)	L	M	Insufficient sample	<ul style="list-style-type: none"> Sampling and recruitment activities to take place to ensure smooth planning timeframes for testing. Communication plan highlighting active engagement
R05	Parents wish to exclude pupil from participating in study	L	M	Number of exclusions higher than acceptable threshold	<ul style="list-style-type: none"> Parents/pupil letters drafts include GDPR clarification Back up sample can be utilised if dropouts fall below threshold

R06	Not having the correct geographical spread of TAs/ markers	M	L	Insufficient number of participants	[REDACTED]
R07	Insufficient resource in place to deliver PISA programme	M	M	Low quality programme delivery	<ul style="list-style-type: none"> Agree Resourcing Plan with Operational Board at project start up and review/share monthly thereafter Notify Operational Board of key staffing changes within 5 working days [REDACTED] [REDACTED]
R08	Markers not working to the expected standards / using accurate codes	M	M	Unreliable marking data	<ul style="list-style-type: none"> Employ face-to-face training model as part of CMP Rigorous standardisation, sampling and quality assurance Ongoing online reports on all coders reviewed by Leads Re-training where quality thresholds are not satisfactory. Lead markers to step in the coding process as required.
R09	Technology failures with hardware/ software	L	H	Insufficient numbers of students completing the tests	<ul style="list-style-type: none"> [REDACTED] [REDACTED] [REDACTED]
R10	Student data not being protected	L	H	Breach of GDPR laws	<ul style="list-style-type: none"> Access level to student data restricted to key personnel, following GDPR Secure servers that follow ISO and Cyber Essential certifications

10. 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.

11. 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.

12. PROJECT COMMUNICATION PLAN

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

End of Schedule One

SCHEDULE TWO**1 Eligible expenditure**

1.1 The Department shall reimburse the Contractor for expenditure incurred for the purpose of the Project, provided that:-

- (a) the expenditure falls within the heading and limits in the Table below; and
- (b) the expenditure is incurred, and claims are made, in accordance with this Contract.
- (c) The activity meets standards identified within this contract

Table

Invoice number	Project milestone	Deliverable/s from Schedule 1	Payment for deliverable	Due Date	Total payment amount £ (ex vat)
Financial Year 2019/2020					
01 Project Set-up		1a) and 1i) Project start up documentation (includes project plan, data security plan, quality strategy and communications plan)			
		1g) NPM (and other NC staff) attendance at international meetings and follow-up reports			
		1h) Closure plan			
		7d) and 1j) Data handling strategy and ethics checklist			
		2b) Translation plan agreed			
		6c) Confirmation of main study date			
		8a) PISA 2021 webpages			
		8c) Initial Research plan agreed			
		8f) Research Advisory Board set-up and terms of reference established			
02 Field Trial Instrument Adaptation and Quality assurance		2a) All transadaptations for FT completed and agreed by OECD			
		2e) National option questions (up to 5 per questionnaire)			
		3a) Sampling plans submitted and agreed by OECD			

Total payable for the FY				
Financial Year 2020/2021				
03 Field Trial Preparation	3b) Pupil lists gathered and pupil sample drawn			
	4a) School recruitment strategy agreed and recruitment updates communicated			
	4d) Informed Consent and Privacy notice agreed			
	5c) Secure delivery of materials			
	4e) School coordinator recruitment for FT			
	5a) Test administrator recruitment			
	5b) Test administrator manual and training			
	2f) and 5e) Student Delivery System (SDS) optimised for use in QUK on a CHVD system and fully tested			
04 Field trial	6a) and 6b) Field Trial (including modal study)			
	5d) Quality Monitor			
	7a) Assessment and questionnaire data collected, coded, processed and submitted to OECD			
	7b) Recruitment and training of data processing staff and coders			
	7c) Dataset sign-off			
05 Project management 2020	1e and 1f) Field Trial conduct report and all project management activities (includes regular project documentation and communication and attendance at international meetings)			
	4b) and 6e) Confirmation of Field Trial achieved samples			
	4a) [REDACTED]			
	2b) [REDACTED]			
Total payable for the FY 20/21				
Financial Year 2021/2022				
06 Main Study Preparation	2a) All transadaptations for Main Study completed and agreed by OECD			

* see below	2b) Translation into Welsh of all study materials (including tests, questionnaires and school materials)			
	3a) Sampling frame confirmation			
	3b) Pupil lists gathered and pupil sample drawn			
	4d) Informed Consent and Privacy notice agreed			
	4e) School coordinator recruitment for MS			
	5a) Test administrator recruitment			
	5b) Test administrator manual and training			
	4b) Additional OECD cost - Oversampling QUK			
07 Project Management and IT * see below	4a and 4c) School recruitment strategy and recruitment updates communicated			
	5c) Secure delivery of materials			
	5e) Delivery system testing and set-up for Main Study			
	5e) Additional OECD cost - Assembly of a Computer System for Minority Language (cym-QUK)			
	1b), 1c), 1d) and 2d) Regular project documentation complete (includes attendance at international meetings and internal staff costs)			
08 Main study Operational Delivery **maximum payment - see payment by results section below	6d) Main study operational delivery			
	7a) Assessment and questionnaire data collected, coded, processed and submitted to OECD			
	7b) Recruitment and training of data processing staff and coders			
	7c) Final Dataset			
	4b) and 6e) Confirmation of Main Study achieved samples			
Total payable for the FY 21/22				
Financial Year 2022/2023				
09	8b) Detailed National reporting			

Project Management 2022	plans			
	1e) and 1f) Main Study conduct report submitted to DfE			
10 Analysis and Reporting	8d) National Reports for England, Wales and Northern Ireland			
	2c) Welsh translation of national report and other dissemination outputs			
	8b) QA of datasets and reports			
	7e) Matched data sets for England, Wales and Northern Ireland			
	8e) Provision of research materials and other dissemination events			
Total payable for the FY 22/23				
Financial Year 2023/2024				
11 Project Closure	1h) Closure report			
Total payable for the FY 23/24				
		TOTAL (subject to VAT)		
		VAT amount		
		Total Inclusive of VAT		

* this amount may vary as it includes costs payable in € which will be charged at the exchange rate prevailing at the time of invoice

**maximum payment - see payment by results section below

Summary Invoice Table

Invoice Number	Invoice Name	Due Date	Amount
1	Project Set-Up		
2	Field Trial Instrument Adaptation and Quality assurance		
Total for 2019/2020			
3	Field Trial Preparation		
4	Field Trial		
5	Project Management 2020		
Total for 2020/2021			
6	Main Study Preparation		
7	Project Management and IT		
8	Main Study Operational Delivery		
Total for 2021/2022			
9	Project Management 2022		
10	Analysis and Reporting		
Total for 2022/2023			

11	Project Closure		
		Total for 2023/2024	
		Total for Project (exc. VAT)	
		Total for Project (inc. VAT)	

Expenditure for the financial year 2019-2020 shall not exceed **£165,347** exclusive of VAT.
 Expenditure for the financial year 2020-2021 shall not exceed **£379,489** exclusive of VAT.
 Expenditure for the financial year 2021-2022 shall not exceed **£1,253,043** exclusive of VAT (maximum amount – includes an element of payment by results)
 Expenditure for the financial year 2022-2023 shall not exceed **£241,552** exclusive of VAT.
 Expenditure for the financial year 2023-2024 shall not exceed **£9,840** exclusive of VAT.

Total Project expenditure shall not exceed **£2,049,271** exclusive of VAT.

***The table below provides further information on the reporting and dissemination outputs that are included within the cost calculations in the breakdown and invoicing schedule above. All outputs for Wales will include a Welsh translated version available at the same time.

- 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 **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.

12. Payment dependent on performance

Payments for Milestone/invoice 8 "Main study- Operational Delivery" are dependent on school and pupil recruitment as shown in the table below. The payments in the table are proportionate to the drawn sample of schools in England, Wales and Northern Ireland.

The proposed payment by results schedule is based on the knowledge that recruitment of the sample for PISA is challenging. In exceeding the acceptable sample thresholds ('Achieved'), a 10% additional incentive payment is available. Conversely, where bias analysis is required a result of meeting the 'intermediate' sample size, payment of this Milestone shall be reduced by 25% reflecting the reduced quality of the data.

Performance payment linked to the recruitment and sampling of schools assumes the Contractor fulfils its responsibilities without intervention. Should it be necessary for the Department's resources to support achievement of the Contractor's obligations, such as recruitment and sampling levels (e.g. direct contact to recruit schools), the Department shall recover reasonable resource costs through an adjustment to the performance payment.

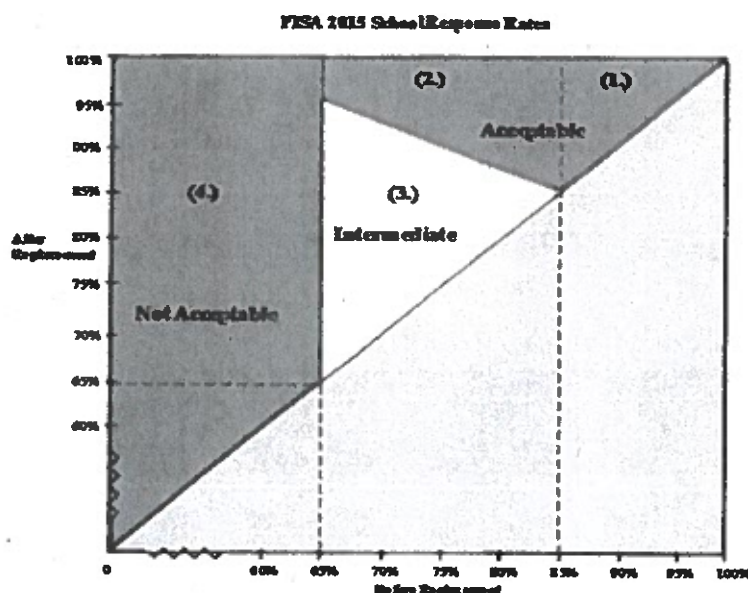
School and pupil participation					
	England	Northern Ireland	Wales	QUK overall	Total payment to be received
Schools					
Exceeds (+10%)					
Achieved (full payment)					
Intermediate (-25%)					
Unacceptable					

Exceeds:	Section 1 (at least 85% of schools participated before replacement schools considered, and achieved 80% pupil response rate).
Achieved:	Section 2 (at least 65% of schools participated before replacement schools considered and sufficient replacement schools participated for sub-national entity not to fall in the intermediate section and require bias analysis for results to be deemed acceptable. And 80% pupil response rate achieved).
Intermediate:	Sections 3 & 4

	(school participation rates require a bias analysis for results for sub-national entity to be deemed acceptable. 80% pupil response rate achieved. The bias analysis must be positive and OECD accept that results can be reported for the sub-national entity.
Unacceptable:	sections 3 & 4, if bias analysis or OECD decision is negative

The graph below provides further explanation to the payment levels criteria.

"Acceptable" means that the country's data will be included in international comparisons. "Not Acceptable" (but above 65% response after relacement) means that the country's data is unlikely be reported in international comparisons without proof that the effect of the non-response is unbiased. Finally, the "Intermediate" zone means that a decision on whether or not to include the country's data in international comparisons will be made while taking into account various other factors, such as a non-response bias analysis. These zones are a function of the response rate before replacement, and the response rate after replacement.



The criteria provided is accurate at time of completing the contract. If OECD criteria change we will review the performance levels identified.

13. Capital Assets

13.1 The Contractor shall not, without the prior written consent of the Department, use funds paid under this Contract wholly or partly to finance the purchase of any capital asset with a purchase price of £2,500 or more (exclusive of VAT) and with an expected life of more than one year.

13.2 The Contractor shall maintain an inventory of such items and shall provide the Department with a copy of such inventory if requested.

13.3 If the Contractor proposes to dispose of any asset falling within paragraph 14.1 during the currency of this Contract:

13.3.1 they shall consult the Department before doing so; and

13.3.2 on disposal they shall pay to the Department the Department's share of the value of that asset (as specified in paragraph 13.5).

13.4 On termination of this Contract, for whatever reason, the Contractor shall:

13.4.1 consult the Department over the proposals for disposal or retention of all assets falling within paragraph 13.1; and

13.4.2 unless the Department agrees to some other arrangement, pay to the Department the Department's share of the value of each of those assets (as specified in paragraph 13.5).

13.5 In paragraphs 13.3 and 13.4, the Department's share of the value of an asset shall be calculated as follows. If the asset is disposed of during the currency of the Contract, or within 3 months of termination of the Contract, at the best price reasonably available, the value shall be the proceeds of sale after deduction of necessary expenses of sale. Otherwise, the value of the asset shall be its open market value agreed between the parties. In the absence of agreement on the value the Department may require the Contractor to have the asset valued at his or her own cost. In either such event, the Department's share of the value shall be the whole or a proportionate part of the value of the asset concerned according to the extent to which the cost of its purchase were met out of Department's funds.

End of Schedule Two

SCHEDULE THREE

Terms and conditions

1. Contractor's Obligations

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

2. Department's Obligations

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

3. Changes to the Department's Requirements

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

4. Management

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

5. Contractor's Employees and Sub-Contractors

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

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

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

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

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

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

5.3. The Contractor shall immediately notify the Department if they have any concerns regarding the propriety of any of its sub-contractors in respect of work/services rendered in connection with this Contract.

5.4. The Contractor, its employees and sub-contractors (or their employees), whilst on Departmental premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time.

5.5. The Contractor shall ensure the security of all the Property whilst in its possession, during the supply of the Project, in accordance with the Department's reasonable security requirements as required from time to time.

5.6. If the Department notifies the Contractor that it considers that an employee or sub-contractor is not appropriately qualified or trained to perform the Project or otherwise is not performing the Project in accordance with this Contract, then the Contractor shall, as soon as is reasonably practicable, take all such steps as the Department considers necessary to remedy the situation or, if so required by the Department, shall remove the said employee or sub-contractor from performing the Project and shall provide a suitable replacement (at no cost to the Department).

5.7. The Contractor shall take all reasonable steps to avoid changes of employees or sub-contractors assigned to and accepted to perform the Project under the Contract except whenever changes are unavoidable or of a temporary nature. The Contractor shall give at least four-week's written notice to the Project Manager of proposals to change key employees or sub-contractors.

5.8. Where the Contractor wishes to enter into a Key Sub-contract or replace a Key Sub-contractor, it must obtain the prior written consent of the Department, such consent not to be unreasonably withheld or delayed. For these purposes, the Department may withhold its consent to the appointment of a Key Sub-contractor if it reasonably considers that:

5.8.1. the appointment of a proposed Key Sub-contractor may prejudice the

provision of the Services or may be contrary to the interests of the Department;

5.8.2. the proposed Key Sub-contractor is unreliable and/or has not provided reasonable services to its other customers; and/or

5.8.3. the proposed Key Sub-contractor employs unfit persons.

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. The Contractor now undertakes to the Department as follows:

6.3.1 not to assign in whole or in part the legal or beneficial title in any Copyright to any person, firm or company without the prior written consent of the Department the granting of which consent shall be at its absolute discretion.

6.3.2 to procure that the Contractor is entitled both legally and beneficially to all Copyright.

6.3.3 to record or procure the recording on each and every Copyright Work the name of the author or authors and the date on which it was created and retain safely in its possession throughout the duration of the Copyright all Original Copyright Works.

6.3.4 in respect of the Original Copyright Works to:

6.3.5 supply copies on request to the Department the reasonable costs in respect of which the Department will pay; and

6.3.6 allow inspection by an authorised representative of the Department on receiving reasonable written notice;

6.3.7 to take all necessary steps and use its best endeavours to prevent the infringement of the Copyright by any person, firm or company which shall include an obligation on the part of the Contractor to commence and prosecute legal proceedings for any threatened or actual

infringement where there is a reasonable chance of success and account to the Department after the deduction of all legal expenses incurred in any such proceedings for one half of all damages paid whether by order, settlement or otherwise.

6.3.8 to waive or procure the waiver of any and all moral rights (as created by chapter IV of the Act) of authors of all Copyright Works be waived; and

6.3.9 not to demand and to procure that where any further licences are granted by the Contractor otherwise than to the Department the Licensees thereof do not demand any payment in whatever form and from any person, firm or company directly or indirectly for the undertaking of any of the acts restricted by the Copyright (as defined in section 16 of the Act) in relation to any Copyright Work except in so far as any demand or payment received represents only the reasonable costs which might normally be incurred in respect of such an act.

6.4 The Contractor now warrants to the Department that all Works:

6.4.1 will not infringe in whole or in part any copyright or like right or any other intellectual property right of any other person (wheresoever) and agrees to indemnify and hold harmless the Department against any and all claims, demands, proceedings, damages, expenses and losses including any of a consequential nature arising directly or indirectly out of any act of the Department in relation to any Work, where such act is or is alleged to be an infringement of a third party's copyright or like right or other intellectual property rights (wheresoever).

6.5 The warranty and indemnity contained in Clause 6.4.1 above shall survive the termination of this Contract and shall exist for the life of the Copyright.

6.6 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. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Department for Education (DFE) is the Data Controller for data collected in England, Welsh Government the data controller for data collected in Wales, and Department of Education Northern Ireland (DENI) data controller for data collected in Northern Ireland. For the purposes of this clause 7 the term Department shall mean the applicable Data Controller. The Department is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do is listed in Schedule 4 by the Department and may not be determined by the Contractor.

7.2. The Contractor shall notify the Department immediately if it considers that any of the Department's instructions infringe the Data Protection Legislation.

7.3. The Contractor shall provide all reasonable assistance to the Department in the preparation of any Data Protection Impact Assessment prior to

commencing any processing. Such assistance may, at the discretion of the Department, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

7.4. The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

- (a) process that Personal Data only in accordance with Schedule 4, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Department before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Department as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that :
 - (i) the Contractor Personnel do not process Personal Data except in accordance with this Contract (and in particular Schedule 4);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Contractor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Department or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Department has been obtained and the following conditions are fulfilled:
 - (i) the Department or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Department;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the

- Department in meeting its obligations); and
 - (iv) the Contractor complies with any reasonable instructions notified to it in advance by the Department with respect to the processing of the Personal Data;
 - (e) at the written direction of the Department, delete or return Personal Data (and any copies of it) to the Department on termination of the Contract unless the Contractor is required by Law to retain the Personal Data.
- 7.5. Subject to clause 7.6, the Contractor shall notify the Department immediately if it:
 - (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- 7.6. The Contractor's obligation to notify under clause 7.5 shall include the provision of further information to the Department in phases, as details become available.
- 7.7. Taking into account the nature of the processing, the Contractor shall provide the Department with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 7.5 (and insofar as possible within the timescales reasonably required by the Department) including by promptly providing:
 - (a) the Department with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Department to enable the Department to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Department, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Department following any Data Loss Event;
 - (e) assistance as requested by the Department with respect to any request from the Information Commissioner's Office, or any consultation by the Department with the Information Commissioner's Office.
- 7.8. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
 - (a) the Department determines that the processing is not occasional;
 - (b) the Department determines the processing includes special categories

- of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- (c) the Department determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 7.9. The Contractor shall allow for audits of its Data Processing activity by the Department or the Department's designated auditor.
- 7.10. The Contractor shall designate a data protection officer if required by the Data Protection Legislation.
- 7.11. Before allowing any Sub-processor to process any Personal Data related to this Contract, the Contractor must:
- (a) notify the Department in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Department;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and
 - (d) provide the Department with such information regarding the Sub-processor as the Department may reasonably require.
- 7.12. The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.
- 7.13. The Department may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 7.14. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Department may on not less than 30 Working Days' notice to the Contractor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

8. Departmental Security Standards

- 8.1. The Contractor shall comply with Departmental Security Standards for Contractors which include but are not constrained to the following clauses.
- 8.2. Where the Contractor will provide ICT products or services or otherwise handle information at OFFICIAL on behalf of the Department, the requirements under Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification - Action Note 09/14 25 May 2016, or any subsequent updated document, are mandated; that "contractors supplying products or services to HMG shall have achieved, and retain certification at the appropriate level, under the HMG Cyber Essentials Scheme". The certification scope must be relevant to the services supplied to, or on behalf of, the Department.
- 8.3. The Contractor shall be able to demonstrate conformance to, and show

evidence of such conformance to the ISO/IEC 27001 (Information Security Management Systems Requirements) standard, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).

- 8.4 The Contractor shall follow the UK Government Security Classification Policy (GSCP) in respect of any Departmental Data being handled in the course of providing this service, and will handle this data in accordance with its security classification. (In the event where the Contractor has an existing Protective Marking Scheme then the Contractor may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Departmental Data).

- 8.5 Departmental Data being handled in the course of providing an ICT solution or service must be segregated from all other data on the Contractor's or sub-contractor's own IT equipment to protect the Departmental Data and enable the data to be identified and securely deleted when required. In the event that it is not possible to segregate any Departmental Data then the Contractor and any sub-contractor shall be required to ensure that it is stored in such a way that it is possible to securely delete the data in line with Clause 1.14.

- 8.6 The Contractor shall have in place and maintain physical security, in line with those outlined in ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g. door access) to premises and sensitive areas

- 8.7 The Contractor shall have in place and maintain an access control policy and process for the logical access (e.g. identification and authentication) to ICT systems to ensure only authorised personnel have access to Departmental Data.

- 8.8 The Contractor shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Departmental Data, including but not limited to: physical security controls; good industry standard policies and process; anti-virus and firewalls; security updates and up-to-date patching regimes for anti-virus solutions; operating systems, network devices, and application software, user access controls and the creation and retention of audit logs of system use.

- 8.9 Any data in transit using either physical or electronic transfer methods across public space or cyberspace, including mail and couriers systems, or third party provider networks must be protected via encryption which has been certified to FIPS 140-2 standard or a similar method approved by the Department prior to being used for the transfer of any Departmental Data.

- 8.10 Storage of Departmental Data on any portable devices or media shall be limited to the absolute minimum required to deliver the stated business requirement and shall be subject to Clause 1.11 and 1.12 below.

- 8.11 Any portable removable media (including but not constrained to pen drives, flash drives, memory sticks, CDs, DVDs, or other devices) which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the contractor or (sub-)contractors providing the service, shall be both necessary to deliver the service and shall be encrypted using a product which has been certified to FIPS140-2 standard or another encryption standard that is acceptable to the

Department.

- 8.12 All portable ICT devices, including but not limited to laptops, tablets, smartphones or other devices, such as smart watches, which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the contractor or sub-contractors providing the service, and shall be necessary to deliver the service. These devices shall be full-disk encrypted using a product which has been certified to FIPS140-2 standard or another encryption standard that is acceptable to the Department.
- 8.13 Whilst in the Contractor's care all removable media and hardcopy paper documents containing Departmental Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation.
- 8.14 When necessary to hand carry removable media and/or hardcopy paper documents containing Departmental Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This clause shall apply equally regardless of whether the material is being carried inside or outside of company premises.
- 8.15 At the end of the contract or in the event of equipment failure or obsolescence, all Departmental information and data, in either hardcopy or electronic format, that is physically held or logically stored on the Contractor's ICT infrastructure must be securely sanitised or destroyed and accounted for in accordance with the current HMG policy using a NCSC approved product or method. Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as a Storage Area Network (SAN) or shared backup tapes, then the Contractor or sub-contractor shall protect the Department's information and data until the time, which may be long after the end of the contract, when it can be securely cleansed or destroyed.
- 8.16 Access by Contractor or sub-contractor staff to Departmental Data shall be confined to those individuals who have a "need-to-know" in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Department. All Contractor or sub-contractor staff must complete this process before access to Departmental Data is permitted.
- 8.17 All Contractor or sub-contractor employees who handle Departmental Data must have annual awareness training in protecting information.
- 8.18 The Contractor shall, as a minimum, have in place robust Business Continuity arrangements and processes including IT disaster recovery plans and procedures that conform to ISO 22301 to ensure that the delivery of the contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency or crisis to the services delivered. If a ISO 22301 certificate is not available the supplier will provide evidence of the effectiveness of their ISO 22301 conformant Business Continuity arrangements and processes including IT disaster recovery plans and procedures. This should include

evidence that the Contractor has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.

- 8.19 Any suspected or actual breach of the confidentiality, integrity or availability of Departmental Data being handled in the course of providing this service, or any non-compliance with these Departmental Security Standards for Contractors, or other Security Standards pertaining to the solution, shall be investigated immediately and escalated to the Department by a method agreed by both parties.
- 8.20 The Contractor shall ensure that any IT systems and hosting environments that are used to handle, store or process Departmental Data shall be subject to independent IT Health Checks (ITHC) using a NCSC approved ITHC provider before go-live and periodically (at least annually) thereafter. The findings of the ITHC relevant to the service being provided are to be shared with the Department and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required.
- 8.21 The Contractor or sub-contractors providing the service will provide the Department with full details of any storage of Departmental Data outside of the UK or any future intention to host Departmental Data outside the UK or to perform any form of ICT management, support or development function from outside the UK. The Contractor or sub-contractor will not go ahead with any such proposal without the prior written agreement from the Department.
- 8.22 The Department reserves the right to audit the Contractor or sub-contractors providing the service within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the service being supplied and the Contractor's, and any sub-contractors, compliance with the clauses contained in this Section.
- 8.23 The Contractor shall contractually enforce all these Departmental Security Standards for Contractors onto any third-party suppliers, sub-contractors or partners who could potentially access Departmental Data in the course of providing this service.
- 8.24. The Contractor and sub-contractors shall undergo appropriate security assurance activities as determined by the Department. Contractor and sub-contractors shall support the provision of appropriate evidence of assurance and the production of the necessary security documentation such as completing the DfE Security Assurance Model (DSAM) process or the Business Service Assurance Model (BSAM). This will include obtaining any necessary professional security resources required to support the Contractor's and sub-contractor's security assurance activities such as: a NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Professional (CCP) Security and Information Risk Advisor (SIRA).

9. Capital Assets

- 9.1. The Contractor shall not, without the prior written consent of the Department, use funds paid under this Contract wholly or partly to finance the purchase of any capital asset with a purchase price of £2,500 or more (exclusive of VAT)

and with an expected life of more than one year.

- 9.2. The Contractor shall maintain an inventory of such items and shall provide the Department with a copy of such inventory if requested.
- 9.3. If the Contractor proposes to dispose of any asset falling within paragraph 9.1 during the currency of this Contract:
 - 9.3.1. they shall consult the Department before doing so; and
 - 9.3.2. on disposal they shall pay to the Department the Department's share of the value of that asset (as specified in paragraph 9.5).
- 9.4. On termination of this Contract, for whatever reason, the Contractor shall:
 - 9.4.1. consult the Department over the proposals for disposal or retention of all assets falling within paragraph 9.1; and
 - 9.4.2. unless the Department agrees to some other arrangement, pay to the Department the Department's share of the value of each of those assets (as specified in paragraph 9.5).
- 9.5. In clauses 9.3 and 9.4, the Department's share of the value of an asset shall be calculated as follows. If the asset is disposed of during the currency of the Contract, or within 3 months of termination of the Contract, at the best price reasonably available, the value shall be the proceeds of sale after deduction of necessary expenses of sale. Otherwise, the value of the asset shall be its open market value agreed between the parties. In the absence of agreement on the value the Department may require the Contractor to have the asset valued at its own cost. In either such event, the Department's share of the value shall be the whole or a proportionate part of the value of the asset concerned according to the extent to which the cost of its purchase were met out of Department's funds.

10. Warranty and Indemnity

- 10.5. 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.
- 10.6. 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:
 - 10.6.1. require the Contractor promptly to re-perform or replace the relevant

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

- 10.6.2. 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.
- 10.7. 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.
- 10.8. 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.
- 10.9. 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.
- 10.10. 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.

11. Termination

- 11.1. This Contract may be terminated by either party giving to the other party at least 30 days' notice in writing.
- 11.2. 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.
- 11.3. 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.
- 11.4. This Contract may be terminated by the Department with immediate effect by notice in writing if at any time:
- a) 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
 - b) a receiver, liquidator, administrator, supervisor or administrative

receiver be appointed in respect of the Contractor's property, assets or any part thereof; or

- c) 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
- d) the Contractor is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986.
- e) 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 11.4.e "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.
- f) 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
- g) 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;
- h) 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;
- i) 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;
- j) 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.

11.5. Nothing in this Clause 11 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.

12. Status of Contractor

- 12.1. 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.
- 12.2. 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.

13. Freedom of Information

- 13.1. 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.

- 13.2. The Contractor shall and shall procure that its Sub-contractors shall:
 - a) 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;
 - b) 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
 - c) 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.
- 13.3. 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.
- 13.4. In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Department.
- 13.5. The Contractor acknowledges that (notwithstanding the provisions of Clause 14) 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:
 - a) in certain circumstances without consulting the Contractor; or
 - b) following consultation with the Contractor and having taken their views into account;
 - c) provided always that where 13.5.a 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.
- 13.6. 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.

14. Confidentiality

- 14.1. Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:
 - a) treat the other party's Confidential Information as confidential and

safeguard it accordingly; and

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

14.2. Clause 14 shall not apply to the extent that:

- a) 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 13 (Freedom of Information);
- b) such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- c) such information was obtained from a third party without obligation of confidentiality;
- d) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
- e) it is independently developed without access to the other party's Confidential Information.

14.3. 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.

14.4. 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.

14.5. 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.

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

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

- c) for the purpose of the examination and certification of the Department's accounts; or
 - d) 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.
- 14.7. 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 14 is made aware of the Department's obligations of confidentiality.
- 14.8. Nothing in this clause 14 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.
- 14.9. 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.
- 14.10. Subject to Clause 14.9, 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.
- 14.11. 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.
- 14.12. The Contractor shall assist and cooperate with the Department to enable the Department to publish this Contract.
- 15. Access and Information**
- 15.1. 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.
- 16. Transfer of Responsibility on Expiry or Termination**
- 16.1. 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.

- 16.2. 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.
- 16.3. 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.

17. Tax Indemnity

- 17.1. Where the Contractor is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.
- 17.2. Where the Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
- 17.3. The Department may, at any time during the term of this contract, ask the Contractor to provide information which demonstrates how the Contractor complies with Clauses 17.1 and 17.2 above or why those Clauses do not apply to it.
- 17.4. A request under Clause 17.3 above may specify the information which the Contractor must provide and the period within which that information must be provided.
- 17.5. The Department may terminate this contract if-
 - a) in the case of a request mentioned in Clause 17.3 above if the Contractor:
 - i. fails to provide information in response to the request within a reasonable time, or
 - ii. provides information which is inadequate to demonstrate either how the Contractor complies with Clauses 17.1 and 17.2 above or why those Clauses do not apply to it;
 - b) in the case of a request mentioned in Clause 17.4 above, the Contractor fails to provide the specified information within the specified period, or
 - c) it receives information which demonstrates that, at any time when Clauses 17.1 and 17.2 apply, the Contractor is not complying with those Clauses.
- 17.6. The Department may supply any information which it receives under Clause 17.3 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.

- 17.7. 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.
 - 17.8. 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.
 - 17.9. The Contractor shall indemnify the 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 the Department in connection with any such assessment or claim.
 - 17.10. 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 the Department is obliged as a matter of law to comply with such request.
- 18. Amendment and variation**
- 18.1. 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.
- 19. Assignment and Sub-contracting**
- 19.1. 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.
- 20. The Contract (Rights of Third Parties) Act 1999**
- 20.1. 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.
- 21. Waiver**
- 21.1. 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.

22. Notices

- 22.1. 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.

23. Dispute resolution

- 23.1. 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.
- 23.2. Any dispute not capable of resolution by the parties in accordance with the terms of Clause 22 shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.
- 23.3. 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.

24. Law and Jurisdiction

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

25. Discrimination

- 25.1. 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.
- 25.2. The Contractor shall take all reasonable steps to secure the observance of Clause 25.1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Contract.

26. Safeguarding children who participate in research

- 26.1. 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.

- 26.2. 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.

27. Project outputs

- 27.1. Unless otherwise agreed between the Contractor and the Project Manager, all outputs from the Project shall be published by the Department on the Department's research website.
- 27.2. The Contractor shall ensure that all outputs for publication by the Department adhere to the Department's Style Guide and MS Word Template, available to download from: <https://www.gov.uk/government/publications/eoi-guide>
- 27.3. Unless otherwise agreed between the Contractor and Project Manager, the Contractor shall supply the Project Manager with a draft for comment at least eight weeks before the intended publication date, for interim reports, and eight weeks before the contracted end date, for final reports.
- 27.4. The Contractor shall consider revisions to the drafts with the Project Manager in the light of the Department's comments. The Contractor shall provide final, signed off interim reports and other outputs planned within the lifetime of the Project to the Department by no later than four weeks before the intended publication date, and final, signed off reports and other outputs at the end of the Project to the Department by no later than the contracted end date for the Project.
- 27.5. Until the date of publication, findings from all Project outputs shall be treated as confidential, as set out in the Clause 14 above. The Contractor shall not release findings to the press or disseminate them in any way or at any time prior to publication without approval of the Department.
- 27.6. Where the Contractor wishes to issue a Press Notice or other publicity material containing findings from the Project, notification of plans, including timing and drafts of planned releases shall be submitted by the Contractor to the Project Manager at least three weeks before the intended date of release and before any agreement is made with press or other external audiences, to allow the Department time to comment. All Press Notices released by the Department or the Contractor shall state the full title of the research report, and include a hyperlink to the Department's research web pages, and any other web pages as relevant, to access the publication/s. This clause applies at all times prior to publication of the final report.
- 27.7. Where the Contractor wishes to present findings from the Project in the public domain, for example at conferences, seminars, or in journal articles, the Contractor shall notify the Project Manager before any agreement is made with external audiences, to allow the Department time to consider the request. The Contractor shall only present findings that will already be in the public domain at the time of presentation, unless otherwise agreed with the Department. This clause applies at all times prior to publication of the final report.

End of Schedule Three

SCHEDULE 4

Processing, Personal Data and Data Subjects

1. The contact details of the Controller's Data Protection Officer are:
[REDACTED], Department for Education, 2 Rivergate, Temple Quay, Bristol, BS1 6EH
2. The contact details of the Processor's Data Protection Officer are:
[REDACTED] Pearson UK, 80 Strand, London, WC2R 0RL
(dataprivacy@pearson.com)
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Department for Education (DFE) is the Data Controller for data collected in England, Welsh Government the data controller for data collected in Wales, and Department of Education Northern Ireland (DENI) data controller for data collected in Northern Ireland and the Contractor is the Processor. For the purposes of this schedule the term Department shall mean the applicable Data Controller.
Subject matter of the processing	The processing is needed to ensure that the Contractor can effectively deliver the PISA 2021 study in England, Wales and Northern Ireland.
Duration of the processing	September 2019 – December 2023
Nature and purposes of the processing	<p>The PISA study will involve around 500 schools in England, Wales and Northern Ireland. At each school Pearson will collect data about students, teachers and administrative staff, using spreadsheets and email. All data will be transmitted securely using FTP or secure email. The data will be saved to a locally hosted database within Pearson's secure server stack, and controlled by dedicated database management software with access restricted to permitted named users.</p> <p>The names of the teachers obtained will be used when printing and posting material about PISA. The material will be produced by a fulfilment company, with the teacher's details shared securely by FTP.</p>

	<p>An anonymous Student ID and password will be generated in the database for each student record. To complete the study students will log into an online test platform using their Student ID and password. Their test results are saved to the servers of the OECD contractors.</p> <p>For the analysis and research report into the study findings, additional variables will be added to the student results. These will be requested from the National Pupil Database (and equivalents for Wales and Northern Ireland). The NPD teams will match the records and make the combined file available to permitted named users for the agreed period.</p> <p>Upon completion of the study and all requests for research and further analysis, the database and results files will be securely returned to DfE, and deleted from all Pearson systems.</p>
Type of Personal Data	Types of personal data: forename, surname, date of birth, gender, email address, education background, prior attainment data, ethnicity, employment history, family background
Categories of Data Subject	School staff including teachers, headteachers, ICT coordinators, school administrators and students
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Following project completion in December 2023, all data will be deleted from the Pearson servers and securely transferred to the DfE.

End of Schedule 4

Signatories

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