



Department for Education

CONTRACT FOR 'IEA Trends in International Mathematics and Science Study (TIMSS) 2019, National Study Centre for England'

PROJECT REFERENCE: EOR/SBU/2016038

This Contract is dated 10th August 2017.

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 Pearson Education Limited, 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 EOR/SBU/2016038.

Commencement and Continuation

The Contractor shall commence the Project on the date the Contract was signed by the Department (as above) and, subject to Schedule Three, Clause 10.1 shall complete the Project on or before 30th June 2021.

Contents

Schedule One	7
Schedule Two	27
Schedule Three.....	30
Signatories Page.....	48
Schedule Four.....	49
Annex 1 – Study Components	51
Annex 2 – Contractors Proposal	53

Interpretations

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"	David Charlton, Department for Education, Jubilee Conference Centre, Triumph Road, Nottingham, NG8 1DH, [REDACTED], [REDACTED].
"the Contractor's Project Manager"	[REDACTED], Pearson Education Limited, 190 High Holborn, London, WC1V 7BH, [REDACTED], [REDACTED].
"the Act and the Regulations"	means the Copyright Designs and Patents Act 1988 and the Copyright and Rights in Databases Regulations 1997;
"Affiliate"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
"Commercially Sensitive Information"	information of a commercially sensitive nature relating to the Contractor, its IPR or its business or which the Contractor has indicated to the Department that, if disclosed by the Department, would cause the Contractor significant commercial disadvantage or material financial loss;
"Confidential Information"	means all information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including but not limited to information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party and commercially sensitive information which may be regarded as the confidential information of the disclosing party;
"Contracting Department"	any contracting authority as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than the Department;
"Contractor Personnel"	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
"Contractor Software"	software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services;
"Control"	means that a person possesses, directly or indirectly,

	the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly;
"Copyright"	means any and all copyright, design right (as defined by the Act) and all other rights of a like nature which may, during the course of this Contract, come into existence in or in relation to any Work (or any part thereof);
"Copyright Work"	means any Work in which any Copyright subsists;
"Crown Body"	any department, office or agency of the Crown;
"Data"	means all data, information, text, drawings, diagrams, images or sound embodied in any electronic or tangible medium, and which are supplied or in respect of which access is granted to the Contractor by the Department pursuant to this Contract, or which the Contractor is required to generate under this Contract;
"Data Controller"	shall have the same meaning as set out in the Data Protection Act 1998;
"Data Processor"	shall have the same meaning as set out in the Data Protection Act 1998;
"Data Protection Legislation"	the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
"Data Subject"	shall have the same meaning as set out in the Data Protection Act 1998;
"Department Confidential Information"	all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Department, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;
"Department Data"	(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of

	these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:
	(i) supplied to the Contractor by or on behalf of the Department; or
	(ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or
	(b) any Personal Data for which the Department is the Data Controller;
"Effective Date"	the date on which this Contract is signed by both parties;
"Environmental Information Regulations"	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;
"ICT"	information and communications technology;
"ICT Environment"	the Department's System and the Contractor System;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Intellectual Property Rights"	means patents, trade marks, service marks, design (rights whether registerable or otherwise), applications for any of the foregoing, know-how, rights protecting databases, trade or business names and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom).
"International Study Center (ISC)"	the term used to refer to the consortium of organisations which leads and manages TIMSS at the international level. The ISC includes (but is not limited to) the IEA, Boston College, and Statistics Canada).
"Key Performance Indicator (KPI)"	a metric which indicates the progress of the project toward aims and objectives. KPIs are a mechanism by which the Contractor will report progress to Management Group and are an element of management information. KPIs are not deliverables in their own right.
"Key Sub-contract"	means each Sub-contract with a Key Sub-Contractor;
"Key Sub-contractor"	any Sub-contractor which in the opinion of the

Department performs a business critical role in the provision of the Services;

"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;
"National Research Coordinator (NRC)"	means the role described by the TIMSS International Study Center (ISC) as the lead of the National Study Centre (NSC) in each participating country. In this Contract NRC may be used with reference to the National Study Centre and vice versa.
"National Study Centre (NSC)"	means the role described by the TIMSS International Study Center (ISC) as the body lead by the NRC delivering TIMSS in each participating country. In this Contract NRC may be used with reference to the National Study Centre and vice versa.
"Original Copyright Work"	means the first Copyright Work created in whatever form;
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;
"Regulatory Bodies"	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Department and "Regulatory Body" shall be construed accordingly;
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"Staff Vetting Procedures"	the Department's procedures and departmental policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures, including, but not limited to, the provisions of the Official Secrets Act 1911 to 1989;
"Sub-contractor"	the third party with whom the Contractor enters into a Sub-contract or its servants or agents and any third party with whom that third party enters into a Sub-contract or its servants or agents;

- "Third Party Software" software which is proprietary to any third party (other than an Affiliate of the Contractor) which is or will be used by the Contractor for the purposes of providing the Services.
- Trends in International Mathematics and Science Survey (TIMSS) The international benchmark study to be implemented as described in this Contract.
- "Work" means any and all works including but not limited to literary, dramatic, musical or artistic works, sound recordings, films, broadcasts or cable programmes, typographical arrangements and designs (as the same are defined in the Act) which are created from time to time during the course of this Contract by the Contractor or by or together with others at the Contractor's request or on its behalf and where such works directly relate to or are created in respect of the performance of this;
- "Working Day" any day other than a Saturday, Sunday or public holiday in England and Wales.
- 1.2 References to "Contract" mean this contract (and include the Schedules). References to "Clauses" and "Schedules" mean clauses of and schedules to this Contract. The provisions of the Schedules shall be binding on the parties as if set out in full in this Contract.
- 1.3 Reference to the singular include the plural and vice versa and references to any gender include both genders. References to a person include any individual, firm, unincorporated association or body corporate.

Schedule One

1 BACKGROUND

England participates in international comparison studies to benchmark our education policy and performance against other countries, review the strengths and weaknesses of our education system in an international context, and monitor trends over time according to independent measures. The information collected is a vital part of our evidence base, 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 International Association for the Evaluation of Educational Achievement (IEA) Trends in International Mathematics and Science Study (TIMSS) is one such study.

TIMSS is run every four-years and England has taken part since the study first took place in 1995. It provides participating countries internationally comparable data on the performance and attitudes of 9 to 10 (year 5) and 13 to 14 year olds (year 9) in mathematics and science, as well as comparisons of the curriculum and the teaching of these subjects in primary and secondary schools. The sixth cycle took place in 2015; 57 countries and more than 580,000 pupils participated.

Further background information on the IEA and the technical specifications for TIMSS (note these refer to previous cycles) can be found using the various links below:

- IEA webpages - www.iea.nl
- The TIMSS International Study Center - <http://timss.bc.edu/>.
- TIMSS 2015 assessment frameworks - <http://timss.bc.edu/timss2015/frameworks.html#>.
- TIMSS 2015 international findings - <http://www.iea.nl/timss-2015-results>
- TIMSS 2015 curriculum questionnaire exhibits and encyclopedia of participating countries - <http://timssandpirls.bc.edu/timss2015/encyclopedia/>
- TIMSS 2015 national report for England - www.gov.uk/government/collections/international-comparisons-of-education

TIMSS 2019 STUDY DESIGN

Since 1995, TIMSS has monitored trends in mathematics and science achievement every four years; TIMSS 2019 is the seventh such assessment. To generate robust comparisons of pupil achievement and contextual information across participating countries and over time, much of the TIMSS 2019 study design (e.g. sampling parameters and a number of questions included within the study instruments) remain the same as in previous cycles of TIMSS.

TIMSS measures the performance of pupils in their fourth year of compulsory schooling (as the assessment is designed for pupils aged 9-10, this is equivalent to year five in England), and pupils in their eighth year of schooling (likewise, as the assessment is designed for pupils aged 13-14, this is equivalent to year nine in England). Participating countries may choose to assess pupils in one or both grades for TIMSS. Historically, England has administered the study at both grades; and will do so again in TIMSS 2019.

The TIMSS study is made up of six stages. They are:

- Stage 1: Preparing school sample, contacting schools, and sampling classes for the field test and then for the assessment administration.
- Stage 2: Preparing the field test instruments and then the assessment instruments for the data collection.

- Stage 3: Administering the field test and then the assessment.
- Stage 4: Scoring student responses to the constructed-response items (for the field test and then again for the main data collection).
- Stage 5: Creating the data files and reviewing the data (for the field test and then again for the main data collection).
- Stage 6: Data analysis, preparing national reports and dissemination.

The TIMSS 2019 study will comprise:

- A questionnaire and encyclopedia chapter that National Study Centres (NSCs) complete, providing information about the policy context and curriculum coverage in England;
- A curriculum matching exercise for which the NSC maps TIMSS pupil assessment items to the National Curriculum in order to identify which of the topics assessed pupils in England should have been taught at school by the time they take the TIMSS test;
- A direct assessment of the mathematics and science abilities of a sample of pupils in year 5 and year 9;
- A questionnaire for those same pupils;
- A questionnaire for the mathematics and science teachers of the sampled pupils;
- A questionnaire for the headteachers of the sampled pupils;
- A questionnaire for the parents of the sampled year 5 pupils.

Further information regarding what the TIMSS 2019 study comprises of is provided in Annex 1.

2 OBJECTIVES

The Contractor will provide the role of TIMSS **National Research Coordinator (NRC)** and **National Study Centre (NSC)** and will deliver the TIMSS 2019 study in England to the specification and requirements of the IEA and its partners and contractors who together form the International Study Center (ISC).

The Contractor shall use all reasonable endeavours to achieve the following high level objectives and activities as reasonably requested by the ISC and the Department.

- Complete the deliverables identified in this Contract to at least the standards described in the key performance indicators agreed by both parties.
- Provide the role of NSC and NRC for England, including the roles and expertise that are expected by the IEA and their international contractors.
- Prepare study instruments and administer eTIMSS 2019 (field trial and main study) ensuring IEA specifications and strict operational and response rate requirements are met, and the approach is aligned to the interests of the Department.
- Undertake the sampling, data collection, coding and data cleaning requirements for the study in England, and additional national data analysis as requested by the Department throughout the duration of the contract.
- Develop and deliver an appropriate communication and dissemination plan, which ensures the key findings are shared and understood by the main customer (the Department's Ministers and policy officials) within the national context of education policy and performance. This will include the publication of a national research report to coincide with the publication of international results – likely November 2020, and such products as agreed in an analysis and dissemination plan.

IEA REQUIREMENTS

Robust and reliable international comparisons are only possible if the study is designed and administered in accordance with specific guidelines and procedures in each country. 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 NSC and NRC fully understand and adhere to IEA requirements and specifications in the preparation of materials and study implementation.

ROLES AND EXPERTISE REQUIRED

The contractor is responsible for recruiting and training a sufficient number of staff to successfully administer the study. The specific staffing requirements are the responsibility of the NSC; roles and expertise include, but are not limited to, content and curriculum experts, sampling coordinator, data manager, and an effective project team. The NSC will also need to coordinate a range of roles including translators, school coordinators, test administrators, IT support, quality control managers, scorers and data entry staff. The specifics of these roles are provided by the ISC.

3 TASKS

The timeline and exact requirements of the project deliverables are subject to change due to IEA requirements and specifications taking precedence. The tables presented on the following pages specify the deliverables the contractor shall complete, the identification of outputs, quality measures and the proposed delivery date(s) of each. The Key Performance Indicators table describes the metrics by which the Contractor will report to Management Group on aims and objectives of the project.

1. Effective programme management and reporting	Outputs / Products	Proposed delivery date	Quality measures
a. Following project start-up, the NSC will develop a project initiation document (PID)	Approved Project Initiation Document (PID)	15/07/17	Management Group agree PID.
b. The NSC will develop and maintain project management documents.	To include but not limited to <ul style="list-style-type: none"> • project plan, • monthly checkpoint reports, • registers of project assets, risks, issues, key milestones and decisions 	Ongoing, monthly	Project documents describe how the project will be delivered to the Department's requirements.
c. The NSC will identify and manage risks and issues and will agree escalation process with the Management Group.	Approved Risk management document	Ongoing	Management of risk meets the requirements described in the PID.
d. The Department will chair monthly Management Group meetings, at which the NSC will provide comprehensive monthly reports on progress, risks, issues and forthcoming activity.	Approved monthly highlight report template	15/07/17	NSC provides papers for Management Group meetings which meet the requirements described in the PID.
e. The NSC 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	15/07/17	Quality strategy describes ways in which quality will be managed by the Contractor.
f. The NSC will provide the Management Group with status reports at key stages of the project including fieldwork conduct reports documenting costs, delivery successes and lessons learnt, following field trial, and main study periods.	Field Trial Lessons Learnt report. MI updates during key periods (school recruitment & test period)	July 2018 for the Field Trial conduct report, November 2019 for Main Study	Products meet the requirements described in the quality strategy.
g. The contractor shall complete the Department's research ethics checklist describing the approach to fieldwork and data collection.	Approved Department ethics checklist	Signed by Contractor and relevant sub-contractor within 2 months of receipt	Contractor and Management group agree ethical approach and record on Department ethics checklist.

h. The NSC shall agree with the Management Group a controlled project closure strategy.	Approved Project closure strategy plan	October 2020	Project closure strategy meets the requirements of the Department.
2. Adaptation and quality assurance of study instruments and guidance	Outputs / Products	Proposed delivery date	Quality measures
a. The NSC shall propose, and gain ISC approval of, cultural adaptations to study materials including cognitive assessment items, questionnaires, training materials and items in the computer delivery platform.	The Department approve proposed adaptations to test item assessment materials and questionnaires	Field trial - 31/01/2018 Main study - 31/01/2019	The Department agrees proposed adaptations prior to submitting to ISC.
b. The NSC shall propose national option questions .	The Department to review any proposed additional questions, and confirm final versions	Field trial - 31/01/2018 Main study - 31/01/2019	The Department agree National Option(s) to be submitted to ISC.
c. The NSC will develop a comprehensive understanding of the technical specifications and logistical requirements of the eTIMSS Player and other study software packages, provide ISC challenge when required, and ensure that final specifications accommodate the school ICT environment in England and lessons learnt from previous international benchmark studies consulting Management Group on contingency and mitigation as appropriate.	Initial understanding of eTIMSS and the project plan, including contingencies, will be documented in the PID. New information on eTIMSS will be reported via monthly highlight report	Feb 2018	The department agree that recruitment and delivery plans meet the requirements for data collection and reducing burden on schools
d. The NSC shall alert the Management Group to opportunities to contribute to the development and direction of TIMSS 2019 and/or future cycle. .	Regular communications from IEA shared with Management Group including timely sight of agenda for forthcoming international meetings.	Ad hoc/ongoing.	The Department is informed of opportunities to input to TIMSS 2019 and future IEA studies as described in project documents.
e. The NSC and NRC will attend and influence ISC meetings on behalf of the Department and will report proceedings and outcomes to the Management Group.	NSC will ensure there is attendance at all NRC meeting and update Management Group with a	Ongoing	NRC provides the Department with high quality summary notes of NRC meetings within a week of receiving record of the

	report of high level outcomes.		meeting; and presents key points to Management Group.
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3. Sampling procedures	Outputs / Products	Proposed delivery date	Quality measures
a. The NSC shall work with the ISC to design the sampling procedures for field trial and main study. This will include confirmation of stratification variables, sampling frames and exclusions criteria.	IEA sampling forms 1-5 and data frames for England Test windows, including timing of repeat test sessions, agreed with the Department.	Form 1 - 15/06/17 Forms 2-5 + data frames - 31/07/17	The Department agrees the sampling strategy
b. The NSC shall provide the ISC with the information required to draw the main (and two replacement) school samples for the field trial and main study.	IEA sampling forms 1-5 and data frames for England signed off by the Department	Form 1 - 15/06/17 Forms 2-5 + data frames - 31/07/17	sampling plan is completed as described in sampling strategy
c. The NSC will support the Department in reducing risk that schools are selected for multiple sample studies.	IEA sampling forms 1-5 and data frames for England signed off by the Department	Form 1 - 15/06/17 Forms 2-5 + data frames - 31/07/17	Sampling Strategy agreed by the Department
d. Neither the identities nor data of individual schools and pupils will be published.	Approved data security plan	15/07/17	Data security strategy agreed by the Department


4. Recruitment of schools and pupils	Outputs / Products	Proposed delivery date	Quality measures
a. The NSC shall develop, and implement a strategy for managing school and pupil recruitment to ensure that school and pupil response rate targets are met and burden on schools reduced.	Recruitment strategy document, comprising: School recruitment plan, communication plan, stakeholder mapping and communication materials.	15/09/17 - Field trial 01/08/18 - Main study	The Department approve recruitment plans.
b. The NSC shall aim to recruit 100% of the drawn school sample with minimal use of first and second replacement schools, and 100% of pupils. As a minimum, the NSC shall ensure that both school and pupil recruitment meet the ISC requirements.	Recruitment plans and sufficient data set to proceed with study. approved by the Department	15/09/17 - Field trial 01/08/18 - Main study	School recruitment strategy meets the requirements described in the quality strategy Confirmation of final response rates will be sent to the Department from Statistics

			Canada in December 2019, following data cleansing and weighting
c. Regular updates on school and pupil recruitment shared with the Management Group during field trial and main study recruitment and delivery. Risks to recruitment mitigated.	Regular MI provided during key periods (Field trial and Main study school and pupil recruitment)	October 2017 - Field trial October 2018 - Main study	Management information updates described in school recruitment strategy are shared with the Department.
d. Should the NSC not achieve the response rate required, they shall complete any such bias analysis of the achieved school and pupil sample, under the guidance of, and to the timelines outlined by, the ISC.	Report on Bias within recruited school sample	31/08/2019 (subject to requirement)	The Department and NSC agree such analysis of bias or data assurance as may be requested by ISC
e. The NSC shall obtain informed consent for data collection as required by the Department.	Communication materials referencing consent	01/09/17 - Field trial 01/08/18 - Main study	Communication materials meet requirements described in school recruitment strategy and include such text as provided by the Department with regard to consent to collection and uses of data.
f. The NSC shall work with sampled schools to identify a nominated school coordinator and to provide guidance and support to the nominee. The NSC should aim to minimise the burden on schools and tasks of the school coordinator.	School recruitment plan, including communication plan, stakeholder mapping and communication materials approved by the Department	01/09/17 - Field trial 01/08/18 - Main study	Fieldwork plans meet requirements described in the school recruitment strategy

5. Test administration resources and quality assurance	Outputs / Products	Proposed delivery date	Quality measures
a. The NSC shall recruit, train and support sufficient number of staff to successfully administer the study. These roles include but are not limited to translators, school coordinators, test administrators, IT support, Quality Control Managers, scorers and data entry staff. The specifics of these roles are provided by the ISC	Highlight report identifying recruitment of staff officially contracted & training outcome.	April 2018 & June 2019	The requirement is met, as described in NSC report (including highlight report to Management Group)

<p>b. Test administrators shall be provided by the NSC with a manual supplied by the ISC detailing the procedures for administration of the tests but shall also be trained in person by the contractor. Member(s) of the NSC shall attend such training as required by the international organiser before field trial and main study (as well as any additional training on the TIMSS database, and data processing arranged during the programme duration).</p>	<p>Test Administrators contracted. TA manual and training plan produced. Training attended</p>	<p>April 2018 & June 2019</p>	<p>Requirements are met with an account provided to the Department</p>
<p>c. The NSC shall nominate one National Quality Monitor (who cannot be one of the test administrators) for England, and manage their attendance and observation of up to 10% of test days during the field trial and main study. National Quality Monitor visits cannot be to the same schools as those of the International Quality Monitor (appointed by the ISC) who will also visit 10% of schools. The NSC shall coordinate with the ISC to facilitate this. In addition the National Quality Monitor should observe other aspects of test preparation such as Test Administrator training.</p>	<p>National Quality Monitor Contracted. Quality checks completed.</p>	<p>Feb 2019</p>	<p>The Department advised of quality monitor nomination and informed of ISC acceptance</p>
<p>d. The NSC shall be responsible for testing the national versions of the electronic delivery platform (eTIMSS Player) and hardware with the ISC, and ensuring the TIMSS 2019 test is capable of being delivered in participating schools, including the purchase of such hardware as agreed with Management Group as required for fieldwork.</p>	<p>Report on hardware purchase and software provisioning eTIMMS Test Plan</p>	<p>Feb 2018 Nov 2018</p>	<p>Quality assurance of eTIMSS systems (and related services) is complete and reported to the Department, including agreement of management of associated risk identified in risk log and data security strategy</p>

e. The contractor will identify the most suitable approach to delivery of eTIMSS including processes, techniques, tools and equipment used; the risks and dependencies associated and the contingency and mitigations to these.	Approach to eTIMSS presented to the Department. Field Trial conduct report will contain eTIMSS delivery section to formulate approach for Main study	Feb 2018 & Feb 2019	Requirements for electronic delivery of the study are implemented as described in project documents including data security strategy and are reviewed and updated when appropriate
f. The NSC will administer the G4 home questionnaire in the England Field Trial. The NSC will administer the G4 home questionnaire in the main data collection only if instructed to do so by the department.	The NSC will propose plans and communication materials relevant to home questionnaire administration to the Department for agreement.	31 July 2018	Communication plans and other materials will include administration of the G4 home questionnaire as relevant. The management of project risk will reflect the higher priority of school and pupil data collection.

6. Field trial and main study administration	Outputs / Products	Proposed delivery date	Quality measures
a. The NSC shall administer the TIMSS field trial (spring 2018) to at least the minimum number of schools and pupils as required by and within the time period negotiated with the ISC and agreed by Management Group.	Regular MI provided during field trial	March 2018	Sufficient data is collected for England as required by IEA standards
b. The NSC shall use the field trial to identify suitable (including value for money) refinements for main study.	Field Trial Lessons Learnt report	July 2018	NSC and the Department agree lessons learnt from field trial to be implemented for main study
c. The NSC shall identify the most appropriate timetable for delivery of the field trial and main study in a schools day.	School test schedule	Feb 2018 & Feb 2019	Test delivery plan meets the requirements described in school recruitment strategy
d. The NSC shall ensure enough pupils, teachers, headteachers and (where applicable) parents and carers complete study instrument(s) to meet ISC response requirements.	Completed study instruments		The department identifies performance related payment following ISC confirmation of achieved school and pupil response rate (see schedule 2)

7. Data handling, processing, marking, coding, matching and quality assurance	Outputs / Products	Proposed delivery date	Quality measures
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a. The NSC shall develop, a data security strategy	Project data security plan (to be incorporated into PID)	15/07/2017	Data security plan meets the Department's requirements and is managed as described in the PID
b. The NSC shall undertake such coding and data entry as required including, but not limited to, any background questionnaires completed on paper, within a specified period.	Data input to DME database	Field trial - April 2018 Main study - July/August 2019	The NSC shall gain the agreement of the Department to coding of England data. For example (but not limited to) school type
c. The NSC shall recruit and train a sufficient number of additional 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 ISC.	Highlight report identifying recruitment of staff officially contracted & training outcome.	April 2018 & June 2019	Requirements are met with an account provided to the Department
d. The NSC shall hold the TIMSS 2019 England dataset for the duration of the Contract and will check queries relating to the data collected, either from the ISC or the Department.	TIMSS 2019 dataset, including school, pupil and study response data	Ongoing	Data is managed as described in data security strategy (see PID) Queries answered in reasonable time to the satisfaction of the Department and ISC.
e. The NSC shall review and quality assure data tables, facts and figures relating to data from England, to be used within the published datasets and international reports.	All ISC data queries completed	Jan 2020	Data is quality assured as required by the ISC.
f. Issues escalated to the Department and shared with the ISC. The NSC shall ensure the ISC receive England's TIMSS 2019 data in the correct format, and within the ISC's timelines. The NSC shall work with the ISC to quality assure and sign-off a final dataset for England.	TIMSS 2019 databases	Field trial - 15/05/2018 Main study - 31/09/2019	Report of quality assurance outcomes shared with the Department for information; issues escalated to the Department.
g. The NSC shall maintain the national TIMSS dataset for England and take opportunities agreed by the Management Group to enhance the dataset through	TIMSS data matched to agreed NPD variables	Initial matching July 2019, repeated July 2020	Matching of TIMSS data to national data is completed as described in research plan

matching to other national pupil, teacher and school datasets. 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 by the Department.			
h. The NSC shall transfer a copy of England TIMSS 2019 data, including matched data, to the Department upon finalisation of the dataset by the ISC (or at time agreed by the Management Group) in a format agreed by the Department.	TIMSS database submitted to the Department	On request	Such datasets as described in the research plan are transferred, in the agreed format(s), to the Department

8. Data analysis and dissemination	Outputs / Products	Proposed delivery date	Quality Measures
a. The NSC shall aim to influence ISC to address requirements of the Department.	NSC shall attend ISC meetings; share and summarise international report structure and assets with the Department and a quality assure England data and analysis which uses or refers to England.	[November 2020] (date to be confirmed by the IEA)	TIMSS 2019 publications contain accurate data for and information about England. The NSC provides the Department with an account of way(s) in which it tried to influence the ISC and its agents and contractors
b. The NSC shall prepare a TIMSS encyclopaedia chapter describing England's school system and complete the curriculum questionnaire and curriculum matching exercise.		(1) 31 August 2019 (2) 31 Jan 2020	Products completed following opportunity for the Department to review, and with the Department approval prior to submitting to ISC
c. the NSC will develop an analytical research plan.	Research Plan proposing analysis to be conducted and provide the Department with contextual reporting of England's results ahead of and beyond the data	31 May 2019	Analytical research plan agreed by the Department as described in quality strategy

	analysis undertaken and published by the ISC.		
d. The NSC shall develop and publish a national report positioning England's results in an international context and addressing other key research questions of interest to the Department.	National report for England which meets the Department's style and content requirements.	Published in parallel with ISC findings (likely November 2020)	England national report as described in analytical research plan published following collaborative review with the Department
e. To disseminate the findings of TIMSS, the NSC shall develop a communication plan, comprised of at least:	Communication Plan	30 Sep 2020	The requirements of the department as described in analytical research plan and communications plan are met
<ul style="list-style-type: none"> Media and stakeholder handling of the publication of the national and international reports. 	(1) Summary for key findings for media (2) Summary for key findings for stakeholders	November 2020	The Department's communication requirements are described and agreed activities undertaken
<ul style="list-style-type: none"> Information for participating schools to engage them with the international results and (if appropriate and shown to be of interest) their own results. 	Communication Plan	30 Sep 2020	Participating schools are engaged in dissemination of findings as required
<ul style="list-style-type: none"> Additional communication/dissemination activity as agreed with the Management Group to ensure the results of TIMSS 2019 are effectively communicated to the Department's Ministers and policy makers, subject and practitioner organisations, primary and 	Schedule of communication activities – annex to communication plan / Minutes of Management Group Meeting / Change Request (if required)	30 Sep 2020	The Department's requirements as described in communications plan are met.

secondary schools, and the wider community of education experts.			
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KEY PERFORMANCE INDICATORS (KPIs)

KPI	Links to KM_ID	Measurement period	Measurement criteria	Monitoring method
1. Effective programme management and reporting.	1, 2, 4, 6, 8	On-going for the duration of the contract	100% submission of Highlight Report, risk log and issues log in agreed format, as specified/exemplified in PID, on monthly basis (unless varied by the Department subsequently in writing)	Management Group monitoring.
2. Development of a comprehensive sampling plan and procedures for field trial and main study.	3, 5	From acceptance of PID to closure of main study window	Sampling plan to meet requirements of ISC; exclusions within study limits; 100% accuracy in collation of pupil information; measures to reduce burden on schools.	Review and approval by Management group and/or ISC.
3. Build and maintain effective relationships with all stakeholders and be responsive to requests.	3, 5	On-going for the duration of the contract	Sampled schools to feedback positive experiences. ISC to feedback positively on interactions.	Record of decisions taken on testing schedule; recommendations to Management Group are based on stakeholder input; stakeholder related risks are low or adequately mitigated. ISC feedback.
4. Develop and maintain insight of the context in England to inform effective instrument development, stakeholder engagement, delivery, and analysis and dissemination.	7, 8	From acceptance of PID to production of National Report	Ongoing: Pearson/ IoE/UCL will discuss insights with the Department in relation to TIMSS contexts as the reports are drafted and compiled. Final: National Report includes the necessary insights / contexts	Through the establishment of an ongoing dialogue from the early stages of the project, through to submission and review by Management Group and stakeholders.
5. Development and implementation of an effective data handling strategy and production of a final NPD matched dataset transferred to the Department.	1, 10	From acceptance of PID to production of final transfer of matched dataset	100% of data securely stored and transferred. High quality dataset to be complete and appropriately labelled including explanation of all missing data and	Regular reporting at key stages of project, as specified in PID

			appropriate data anonymised.	
6. School and pupil response rates meet or exceed ISC requirements for England's results to be reported in main body of international tables.	5	December 2019	School and pupil response rates conform to the acceptable ranges defined in the Department-Pearson contract (Recruitment Dependencies Table at Schedule 2, Para 1).	Sign off by Management Group.
7. Effective test administration of survey at field trial and main study and minimise burden on schools.	3, 5	End of field trial and end of main study	Schools to feedback positive experiences.	Field trial and main study conduct reports for Management Group and ISC and to IQM observations. (Success is Management Group approval of data, security plans, of conduct reports, and of feedback on lessons learnt.)
8. Effective analysis of the international dataset and production of national report and other outputs agreed in analysis and dissemination plan.	7, 9, 10	End of Project	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 the Department monitoring.
9. Administration of Online computer based assessment.	5, 6	PID Approval to confirmation of data receipt	<ul style="list-style-type: none"> Actual recruitment level of schools is within the agreed tolerance of meeting or exceeding the targets specified in the Recruitment Plan Final recruitment levels meet or exceed the targets specified in the Recruitment Plan 	<ul style="list-style-type: none"> Contractor reports to Management Group, as specified in PID; Feedback from International Quality Monitor indicates no adverse feedback.

4 METHODOLOGY

This section provides an overview of the methodology but the requirements provided are a guide only; the exact requirements for the 2019 study will be specified and communicated by the ISC. The contractor will deliver the project using the approach detailed in their proposal to the Department in (Annex 2). Further detail regarding the project approach will be agreed with the project Management Group convened by the Department.

TIMSS SAMPLING

All countries participating in TIMSS must follow strict survey requirements and meet sampling targets set by the ISC to ensure that the achieved samples are nationally representative and provide robust comparisons. TIMSS uses a two stage sampling strategy, with a sample of schools drawn by ISC in the first stage and one or more classes of pupils selected from the sampled schools in the second. The Contractor will liaise with the ISC to provide the information required to construct a sampling frame. The sample should include maintained (including academies) and independent schools and be stratified by variables agreed by the Project Management Group and negotiated by the Contractor with the ISC. The ISC will then draw one main and two replacement samples from which study participants shall be recruited. If a main study school cannot be persuaded to participate, it may only be replaced by its first replacement sample school, which may, in turn, only be replaced by its second replacement sample school. It is a requirement of the study that a minimum of 50% of main sample schools take part.

The Contractor shall collect details of pupils in participating schools and shall use software provided by the ISC to select class(es) in each school. The Contractor will identify and agree exclusion criteria for schools and pupils which meet pre-defined exclusion criteria.

Sample requirements for TIMSS 2019:

In 2019 England will administer pupil instruments electronically (eTIMSS) for the first time. To enable IEA to compare any effect the change in mode of delivery has had, the 2019 study will also require a number of pupils to complete the assessment on paper (bridging study). As a result, the minimum number of pupils sampled will need to be greater than in previous cycles. IEA have advised the bridging studies should be a second class from a proportion of schools participating in eTIMSS. Figure 1 provides the minimum sample requirements for countries administering eTIMSS.

Figure 1

	Sampling Unit	Year 5	Year 9
Pilot Study (Spring 2017)	England not participating		
Field trial (Spring 2018)	Schools	Minimum 25	Minimum 25
	Pupils	Minimum 1,200	Minimum 1,200
Main study (Spring 2019)	Schools	85% achieved response rate of a minimum drawn sample of 150 schools.	85% achieved response rate of a minimum drawn sample of 150 schools.
	Pupils	80% achieved response rate of minimum 5,500, of which 1,500 paper-based bridging study.	80% achieved response rate of minimum 5,500, of which 1,500 paper-based bridging study.

MODE OF DELIVERY

For the first time, in 2019, a computerised version of TIMSS (eTIMSS) is offered, introducing a new e-assessment platform and dashboard to be used for electronic data cleaning, coding and sharing. The Contractor must develop, agree with the Management Group, and implement a strategy for administering eTIMSS and realising the potential benefits while reducing the burden on schools. The contractor will further expand their proposed approach (Annex 2) to ensure benefits are realised from the following opportunities:

- Improved measurement – a chance to assess complex areas of the framework that are difficult to measure in a paper-based mode. eTIMSS allows items to simulate real world and laboratory situations, to assess problem solving in mathematics and inquiry in science.
- Items that involve integrating and applying process skills and content knowledge.
- A more adaptive/responsive way of presenting students with items based on a series of steps.
- Added pupil engagement – eTIMSS is more interactive and visually appealing than paper instruments. A more engaging assessment can improve motivation.
- Increased operational efficiency – more efficient item development, translation, printing and shipping, data entry and scoring.

A paper-based bridging study will be administered as part of the main data collection in order to maintain trends while switching from the paper assessment to administering the study electronically. The Contractor will be required to manage this processes effectively.

SCHOOL AND PUPIL RECRUITMENT

The Contractor must develop, agree with the Management Group, and implement a strategy for managing school and pupil recruitment to ensure that school and pupil response rate targets are met and the burden on schools reduced for both the field and main study. The strategy must minimise the burden on schools, pupils and parents, and provides schools with a positive experience of participation.

The ISC requires that the NSC identify a nominated School Coordinator to liaise with when drawing the pupil sample, arranging the assessment date and necessary equipment, and to ensure contextual school information is completed. The Contractor will agree with the Management Group way(s) in which they will reduce the burden for School Coordinators.

Schools can reasonably be asked to:

- Encourage participation by working with staff, pupils, and parents to positively promote TIMSS in their schools;
- Work with the National Centre to identify date(s) for the assessments to take place in their schools;
- Provide eligible pupil data from which a pupil sample will be drawn;
- Provide accommodation and sufficient facilities, including computer workstations (if available), for the assessment to take place in as few sessions as possible (including, if necessary, return visits until sample requirements are met);
- Work with the NSC to verify readiness of facilities for assessment day(s); and
- Ask the appropriate school staff to complete school background questionnaires.

ANALYSIS AND DISSEMINATION

The Contractor will agree with the Management Group an analysis and dissemination strategy based on requirements of the Department which ensures the key findings from

TIMSS 2019 are shared and understood within the national context of England. As a minimum, this should include briefing for the Department's officials outlining key findings and the publication of a national TIMSS 2019 research report outlining the key findings for education policy design and delivery for England, to coincide with the publication of international findings. The strategy will also detail such further analysis and dissemination activities as agreed by the Management Group up to the value stated in schedule 2 for analysis and dissemination prior to or following publication of results.

The data collected through the study instruments will be collated by the ISC, and combined with the data collected from all other participating countries such that the ISC are able to generate the indices and performance measures they use to compare the performance of pupils internationally, and the associations between performance and contextual factors. The NSC shall ensure the ISC receive England's TIMSS 2019 data in the correct format, and within the ISC's timelines.

The NSC shall maintain the national TIMSS dataset for England and ensuring opportunities are taken to enhance the dataset through matching to other national pupil, teacher and school datasets where relevant. Including (but not limited to) the National Pupil Database (NPD). The NSC shall store the TIMSS dataset whilst they hold the TIMSS 2019 contract, and shall complete such checking of any queries relating to the data collected, either from the ISC or the Department.

5 STAFFING

Contractor staff

Name	Role	Responsibility
Grace Grima	National Research Coordinator	Overall responsibility for TIMSS19.
██████████	Project Manager	Contractor's Project Manager and customer point of contact for TIMSS19.
██████████	Research Co-Lead	Co-Leadership, encyclopaedia writing, leading IEA and the Department's meetings, directing the dissemination plan.
██████████	Research Co-Lead	Co-Leadership, encyclopaedia writing, leading IEA and the Department's meetings, directing the dissemination plan.
██████████	Data Manager	Oversee activities relating to sampling, data handling and student data matching in TIMSS19.
██████████	Data Lead	Lead on the quantitative analysis for the TIMSS National Report for England.
██████████	Dissemination Lead	Design and lead delivery of the dissemination plan.
And staff detailed in Contractor's proposal (Annex 2).		

Department for Education staff

Name	Role
David Charlton	Senior Contract Manager
Adrian Higginbotham	Contract Manager
Bethan Knight	Project Officer
Emily Knowles	Head of International Evidence and Statistics
Lorna Bertrand	Assistant Director, International Education Division

6 MANAGEMENT GROUP

England's participation in IEA TIMSS is funded by the Department for Education (DfE). The Department commission a National Study Centre (NSC), led by a National Research Coordinator (NRC) to fulfil the required roles and expertise (e.g., content and curriculum expert, sampling coordinator, data manager, and office staff) to deliver the study and disseminate findings.

The study is overseen nationally by a Management Group convened and chaired by the Department. The Management Group provide strategic direction, sign-off of project deliverables and facilitate input, steers and decision making by Ministers and officials leading relevant policy and analytical work across the Department. Management Group meetings must be attended by the NRC or the contractor's project manager and should be attended by other members of the NRC at relevant points in the project. The Management Group meets monthly usually by teleconference; the Contractor must be prepared to attend at least four meetings a year (including but not limited to Management Group meetings) at the Department's London office. In addition, the Department will make provision for monitoring progress in the publication year of the study to include the review and sign off content of the national report. The NRC must plan for him/herself and/or representatives of the NSC to attend up to three meetings associated with such activity.

7 RISK MANAGEMENT

The Contractor will develop a register of risks upon project start-up which will be maintained and during the project. Management and escalation of risk including the development of counter measures and contingency for consideration by the Management Group will be conducted as described in the project initiation document developed by the Contractor.

8 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
- Local Authorities 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.

The Contractor will describe in a data handling strategy the approach to data handling to include the sharing of data with the Department and the ISC. The Contractor will agree with the Management Group a data security plan which sets out the approach, to and management of security in the Project including (but not limited to) meeting the Department's requirements for protecting school ICT infrastructure; minimising risks associated with use of hardware devices to deliver content to pupils; sharing of matched data with the Department, and sharing of de-identified data with the ISC.

9 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.

10 PROJECT COMMUNICATION PLAN

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


End of Schedule One

Schedule Two**1 Eligible expenditure**

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

- (a) the expenditure falls within the heading and limits in the Table below; and
- (b) the expenditure is incurred, and claims are made, in accordance with this Contract.

	Task/Milestone	Output meets quality measure	Due Date	£ (ex vat)
1	Project set-up	Approved Project Initiation Document (PID), including data security plan, exit management plan, communications plan and risk register	30/09/2017	
2	Project management - 2017	All necessary test administration hardware acquired for field trial and main study	31/01/2018	
3	Field trial - Recruitment, Fieldwork and data processing	Assessment and questionnaire data collected, processed and submitted to IEA	15/05/2018	
4	Project management - 2018	Regular project documentation complete and acceptable to Management Group	31/01/2019	
5	Main study - Recruitment, Fieldwork and data processing	Assessment and questionnaire data collected, processed and submitted to IEA	30/09/2019	
6	Project management - 2019	n/a	31/01/2020	
7	National report	National Report for England	15/12/2020	
8	Project management - 2020	n/a		
9	Dissemination of study findings	Events and Dissemination documents are distributed	15/03/2021	
10	Project closure	Handover of exit data and documentation to the Department	30/06/2021	

subject to VAT	Total £1,217,183 
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Expenditure for the financial year 2017-2018 shall not exceed £262,840 exclusive of VAT.
 Expenditure for the financial year 2018-2019 shall not exceed £162,609 exclusive of VAT.
 Expenditure for the financial year 2019-2020 shall not exceed £461,717 exclusive of VAT.
 Expenditure for the financial year 2020-2021 shall not exceed £318,138 exclusive of VAT.
 Expenditure for the financial year 2021-2022 shall not exceed £11,879 exclusive of VAT.

Total Project expenditure shall not exceed £1,217,183 exclusive of VAT.

Payments at Milestone 5 are dependent on school and pupil recruitment as shown in the table below.

Confirmation of final response rates will be sent to the Department from Statistics Canada in December 2019, following data cleansing and weighting.



- 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. Or by email to: APinvoices-DFE-U@sscl.gse.gov.uk

The Department undertakes to pay correctly submitted invoices within 10 days of receipt. The Department is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Department. Any correctly submitted

invoices that are not paid within 30 days may be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998. A correct invoice is one that: is delivered in timing in accordance with the contract; is for the correct sum; in respect of goods/services supplied or delivered to the required quality (or are expected to be at the required quality); includes the date, supplier name, contact details and bank details; quotes the relevant purchase order/contract reference and has been delivered to the nominated address. If any problems arise, contact the Department's Project Manager. The Department aims to reply to complaints within 10 working days. The Department shall not be responsible for any delay in payment caused by incomplete or illegible invoices.

- 7 The Contractor shall have regard to the need for economy in all expenditure. Where any expenditure in an invoice, in the Department's reasonable opinion, is excessive having due regard to the purpose for which it was incurred, the Department shall only be liable to reimburse so much (if any) of the expenditure disallowed as, in the Department's reasonable opinion after consultation with the Contractor, would reasonably have been required for that purpose.
- 8 If this Contract is terminated by the Department due to the Contractor's insolvency or default at any time before completion of the Projects, the Department shall only be liable under paragraph 1 to reimburse eligible payments made by, or due to, the Contractor before the date of termination.
- 9 On completion of the Project or on termination of this Contract, the Contractor shall promptly draw-up a final invoice, which shall cover all outstanding expenditure incurred for the Project. The final invoice shall be submitted not later than 30 days after the date of completion of the Projects.
- 10 The Department shall not be obliged to pay the final invoice until the Contractor has carried out all the elements of the Projects specified as in Schedule 1.
- 11 It shall be the responsibility of the Contractor to ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. Provided that all previous invoices have been duly paid, on due payment of the final invoice by the Department all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the Department shall have no further liability to make reimbursement of any kind.

End of Schedule Two

Schedule Three

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. Each party will at the request and reasonable expense of the other execute all such documents and do all such acts as may be reasonably necessary in order to vest in the other the rights granted to the other under this Clause 6.

7. Data Protection Act

7.1. With respect to the parties' rights and obligations under this Contract, the parties agree that the Department is the Data Controller and that the Contractor is the Data Processor. For the purposes of this Clause 7, the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Process" and "Processing" shall have the meaning prescribed under the DPA.

7.2. The Contractor shall:

7.2.1. Process the Personal Data only in accordance with instructions from the Department (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by the Department to the Contractor during the period of the Contract);

7.2.2. Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by law or any Regulatory Body;

7.2.3. Implement appropriate technical and organisational measures to

protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

- 7.2.4. Take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;
- 7.2.5. Obtain prior written consent from the Department in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;
- 7.2.6. Ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause 7;
- 7.2.7. Ensure that none of Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Department;
- 7.2.8. Notify the Department within five Working Days if it receives:
 - 7.2.8.1. a request from a Data Subject to have access to that person's Personal Data; or
 - 7.2.8.2. a complaint or request relating to the Department's obligations under the Data Protection Legislation;
- 7.2.9. Provide the Department with full cooperation and assistance in relation to any complaint or request made, including by:
 - 7.2.9.1. providing the Department with full details of the complaint or request;
 - 7.2.9.2. complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Department's instructions;
 - 7.2.9.3. providing the Department with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Department); and
 - 7.2.9.4. providing the Department with any information requested by the Department;
- 7.2.10. Permit the Department or the Department's Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Contractor's data processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Department to enable the Department to verify and/or procure that the Contractor is in full compliance with its obligations under this Contract;

- 7.2.11. Provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Department); and
- 7.2.12. Not Process or otherwise transfer any Personal Data outside the European Economic Area. If, after the Commencement Date, the Contractor (or any Sub-contractor) wishes to Process and/or transfer any Personal Data outside the European Economic Area, the following provisions shall apply:
 - 7.2.12.1. the Contractor shall submit a request for change to the Department which shall be dealt with in accordance with any Change Control Procedure.
 - 7.2.12.2. the Contractor shall set out in its request for change details of the following:
 - a) the Personal Data which will be Processed and/or transferred outside the European Economic Area;
 - b) the country or countries in which the Personal Data will be Processed and/or to which the Personal Data will be transferred outside the European Economic Area;
 - c) any Sub-contractors or other third parties who will be Processing and/or transferring Personal Data outside the European Economic Area; and
 - d) how the Contractor will ensure an adequate level of protection and adequate safeguards (in accordance with the Data Protection Legislation and in particular so as to ensure the Department's compliance with the Data Protection Legislation) in respect of the Personal Data that will be Processed and/or transferred outside the European Economic Area;
 - 7.2.12.3. in providing and evaluating the request for change, the parties shall ensure that they have regard to and comply with then-current Department, Government and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing and/or transfers of Personal Data outside the European Economic Area and/or overseas generally; and
 - 7.2.12.4. the Contractor shall comply with such other instructions and shall carry out such other actions as the Department may notify in writing, including:
 - a) incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) in this Contract or a separate

data processing agreement between the parties;
and

- b) procuring that any Sub-contractor or other third party who will be Processing and/or transferring the Personal Data outside the European Economic Area enters into a direct data processing agreement with the Authority on such terms as may be required by the Department, which the Contractor acknowledges may include the incorporation of standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation).

- 7.3. The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Department to breach any of its applicable obligations under the Data Protection Legislation.

8. Department's Data

- 8.1. The Contractor shall employ appropriate organisational, operational and technological processes and procedures to keep the Department's Data safe from unauthorised use or access, loss, destruction, theft or disclosure. The organisational, operational and technological processes and procedures adopted are required to comply with the requirements of ISO/IEC 27001 as appropriate to the services being provided to the Department.
- 8.2. The Contractor shall not delete or remove any proprietary notices contained within or relating to the Department's Data.
- 8.3. The Contractor shall not store, copy, disclose, or use the Department's Data except as necessary for the performance by the Contractor of its obligations under this Contract or as otherwise expressly authorised in writing by the Department.
- 8.4. To the extent that the Department's Data is held and/or processed by the Contractor, the Contractor shall supply that the Department's Data to the Department as requested by the Department in the format specified by the Department.
- 8.5. The Contractor shall take responsibility for preserving the integrity of the Department's Data and preventing the corruption or loss of the Department's Data.
- 8.6. The Contractor shall ensure that any files containing the Department's Data are stored on the Contractor's secure servers and/or secured IT equipment. The Contractor shall ensure that the Department's Data relating to the project is segregated from other data on their IT systems.
- 8.7. Storage of Departmental Data on any portable devices or media shall be limited to the absolute minimum required to deliver the stated business requirement.

- 8.7.1. Any portable removable media (including but not constrained to Tablet

computers, 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 a minimum of FIPS140-2 standard or use another encryption standard that is acceptable to the Department.

- 8.7.2. All portable ICT devices, including but not limited to tablet computers, laptops, 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 a minimum of FIPS140-2 standard or use another encryption standard that is acceptable to the Department.
- 8.8. The Contractor shall keep an audit trail of where the Department's Data is held, including hardware, laptops, drives and devices.
- 8.9. The Contractor shall ensure that the Department's Data is stored in locked cabinets.
- 8.10. The Contractor shall ensure that the Department's Data is securely removed from their systems and any printed copies securely destroyed at the end of this work, or on termination of the contract. In complying with this clause, electronic copies of the Department's Data shall be securely destroyed by either physical destruction of the storage media or secure deletion using appropriate electronic shredding software, using a minimum setting of US DOD overwriting standard (7 passes). Any hard copy shall be destroyed by cross-cut shredding and secure re-cycling of the resulting paper waste.
- 8.11. The Contractor shall perform secure back-ups of all the Department's Data and shall ensure that up-to-date back-ups are stored off-site. The Contractor shall ensure that such back-ups are available to the Department at all times upon request.
- 8.12. The Contractor shall ensure that any of the Department's Data to be sent between the Contractor's offices/staff, and/or the sub-contractors, and/or any other third party are sent by a means previously agreed in writing by the Department. Any electronic transfer methods across public space or cyberspace, including third party provider networks must be protected via encryption which has been certified to a minimum of FIPS 140-2 standard or a similar method approved by the Department prior to being used for the transfer of any Departmental Data.
- 8.13. Portable media such as (but not exclusively) CD or DVD must be fully encrypted and password protected. The Contractor shall ensure that the password for files is sent separately from the data to the named recipient of the data. The Department's Data shall be transferred by a secure courier or registered postal service (special delivery) and not by e-mail or on USB pens.
- 8.14. If the Department's Data is corrupted, lost or sufficiently degraded as a result

of the Contractor's Default so as to be unusable, the Department may:

- 8.14.1. require the Contractor (at the Contractor's expense) to restore or procure the restoration of the Department's Data shall do so as soon as practicable and/or
- 8.14.2. itself restore or procure the restoration of the Department Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so.
- 8.15. If at any time the Contractor suspects or has reason to believe that the Department's Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Department immediately and inform the Department of the remedial action the Contractor proposes to take.

9. 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, it's policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

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

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

Signature

Name in CAPITALS

Position and Address

Date

Authorised to sign for and on
behalf of the Contractor

Signature

Name in CAPITALS

Position and Address

Date

Schedule Four**Assumptions and dependencies**

The following assumptions are those made by the Contractor in preparing their proposal. They are included here for reference only. Their inclusion is not an indicator that the Department necessarily accepts or confirms the accuracy of the assumption.

Reference	Description	Notes
A1	A secure file transfer provision is expected to be made available from the IEA and Statistics Canada, but where it is not Pearson will extend the use of its in-house Secure File Transfer system.	
A2	[REDACTED]	Will be covered in sampling below.
A3	[REDACTED]	Agreement in principle from Data Processing and Statistics Canada April 2017, awaiting confirmation from Boston College.
A4	[REDACTED]	
	Contractor will offer pupils and parents/carers opportunity to opt out of the study.	
A5	[REDACTED]	
A6	Contractor Understands that transadaptation will be an application within eTIMSS system, but expects the process of working in collaboration with IEA and the Department to remain as it was for PIRLS16.	
A7	ISC will provide a final version of eTIMSS player for England. Expected by end 2017.	[REDACTED]
A8	Data will be uploaded back to IEA servers on the day of testing) by means to be agreed by Management Group.	
A9	[REDACTED]	
A10	Trend and Reliability questions will be marked using the same eTIMSS online system.	
A11	[REDACTED]	
	[REDACTED]	
A12	A paper student questionnaire is included in the bridging study.	It was confirmed at April 2017 NRC meeting that pupils taking the paper bridging study will also sit a paper pupil questionnaire.
	[REDACTED]	
A13	[REDACTED]	

	No costs are required by NSC for International Quality Monitor.	
A14	eTIMSS software won't require IT support or testing by NSC beyond the requirement stated in deliverable 5d. Where errors / bugs are discovered then these will be escalated by the Contractor to the ISC.	
A15	eTIMSS software allows for multiple logins/accounts (for scorers)	
A16	The Department will be offered opportunity to contribute to the Transadaptation process and will review transadaptation prior to submitting to ISC.	
A17	No costs are required by NSC for International Quality Monitor	
A18	The project plan will be maintained throughout the project and will be revised and shared, for review at Management Group meetings and by request at other times.	
A19	IEA systems will be used for School and pupil data management and for manual capture of pupil data	
A20	The timeline for initial handover from incumbent to new NSC will be prompt and no later than December 2017.	
A21		

End of Schedule Four

Annex 1

STUDY COMPONENTS

TIMSS 2019 is comprised of a number of components that participating countries and regions undertake to the same specification in order to ensure comparability. Some national adaptation is required, e.g. reference to names of year groups, and localisation of wording.

- **Cognitive pupil assessment of mathematics and science** is administered through a timed test (75 minutes for year 5, and 90 minutes for year 9). Each pupil is allocated one of a number of test booklets each comprising a subset of the IEA's bank of maths and science questions (around 200 per subject, per grade).
The eTIMSS cognitive assessment will consist of 60% trend items and 40% new digitally enhanced items. Items will be a combination of multiple-choice items and constructed response items as in previous studies with the addition of drawing of graphs and diagrams, and items, which allow pupils to show computations.
- **Background questionnaires.**
To better understand the contextual (pupil, school and national policy) factors that are associated with students learning, the study includes a number of background questionnaires which collect information about students' characteristics and experiences of school, as well as the deployment and preparedness of their teachers and the resources within their schools. These questionnaires include:
 - **A pupil background questionnaire** is completed by each pupil who takes the TIMSS assessment. This questionnaire asks about aspects of: the pupils' home and school lives, including basic demographic information; their home environment; their experiences of school, including their maths and science lessons; and their attitudes towards mathematics and science. The pupil background questionnaire takes up to 30 minutes to complete. Pupils can be given longer to complete the background questionnaire if required.
 - **A teacher questionnaire** is completed by the teachers of mathematics and science to the pupils sampled. The questionnaire gathers information on teacher characteristics as well as the classroom contexts for teaching and learning. The questionnaire asks teachers' about their backgrounds, their views on collaboration, job satisfaction, education and training and professional development. The questionnaire takes up to 45 minutes to complete.
 - **A school questionnaire** is completed by the headteacher or other member of the school leadership team. It asks for information about the characteristics of the school including; technology, parental involvement, school climate for learning, teaching staff, role of the headteacher and pupils' readiness for school. The questionnaire takes about 30 minutes to complete and is important in understanding the links between pupil achievement and their learning environment.
 - **A home questionnaire** is completed by the parents or guardians of each sampled pupil (fourth grade only). The questionnaire asks about home resources for literacy and numeracy, early educational activities, the child's reading, parents' attitudes to mathematics and science, as well as parental education and occupation. This questionnaire is estimated to take 20 to 30 minutes to complete.

- **TIMSS Encyclopaedia chapter and curriculum questionnaire** is prepared by the NSC with comments and sign-off by the Project Management Group. It provides information about England's education system and policies, including emphasis on mathematics and science.
- **Curriculum matching exercise** mapping each of the TIMSS assessment items to the National Curriculum in England. This matching exercise enables analysis of pupil performance on assessment items the content of which they have been taught at school, compared to that on items whose content they have not yet studied.

Timing: It is suggested by the ISC (but not required) that the test be broken in to two parts with a 15 minute break for pupils mid-way through – and another 15 minute break at the end of the test and before completing the pupil background questionnaire. It is suggested that at least 1 hour of additional time is required to administer eTIMSS pupil assessment in order to allow for set-up and collection of equipment.

- *The Department will make a decision on whether to administer the home questionnaire on the basis of a number of factors, including the appointed supplier's evidence of success of achieving high response rates in comparable studies.*

Annex 2

CONTRACTORS PROPOSAL

