



**CONTRACT FOR: STUDY OF CHILDREN JOINING FAMILY IN ENGLAND UNDER THE DUBLIN III  
REGULATION PROJECT REFERENCE NO: DFERPPU/  
EOR/SBU/2017084**

This Contract is dated 22<sup>nd</sup> August 2018

**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)** IFF Research whose registered office is St Magnus House, 3 Lower Thames Street, London, EC3R 6HD ("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/2017084**.

**Commencement and Continuation**

The Contractor shall commence the Project on the date the Contract was signed by the Department (as above) and, subject to Schedule Three, Clause 10.1 shall complete the Project on or before 31<sup>st</sup> December 2019.

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**1. Interpretation**

1.1 In this Contract the following words shall mean-

“the Project”	the project to be performed by the Contractor as described in Schedule One;
“the Project Manager”	<b>[REDACTED] [REDACTED], Department for Education, Level 1, 2 St Paul’s Place, 125 Norfolk Street, Sheffield, S1 2FJ 0114 274 2064 [REDACTED]</b>
“the Contractor’s Project Manager”	<b>[REDACTED] [REDACTED], IFF Research Ltd., St Magnus House, 3 Lower Thames Street, London, EC3R 6HD</b>
“the Act and the Regulations”	means the Copyright Designs and Patents Act 1988 and the Copyright and Rights in Databases Regulations 1997;
“Affiliate”	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
“BPSS”	a level of security clearance described as
“Baseline Personnel Security Standard”	pre-employment checks in the National Vetting Policy. Further Information can be found at: <a href="https://www.gov.uk/government/publications/government-baseline-personnel-security-standard">https://www.gov.uk/government/publications/government-baseline-personnel-security-standard</a> ;
“CC”	the Common Criteria scheme provides assurance
“Common Criteria”	that a developer’s claims about the security features of their product are valid and have been independently tested against recognised criteria;
“CCP”	is a NCSC scheme in consultation with
“Certified Professional”	government, industry and academia to address growing need for specialists in the cyber security profession and building a community of recognised professionals in both the UK public and private sectors. See website: <a href="https://www.ncsc.gov.uk/scheme/certifiedprofessional">https://www.ncsc.gov.uk/scheme/certifiedprofessional</a> ;
“CCSC”	is NCSC’s approach to assessing the services
“Certified Cyber Security Consultancy”	provided by consultancies and confirming that they meet NCSC’s standards. This approach builds on the

	<p>strength of CLAS and certifies the competence of suppliersto deliver a wide and complex range of cyber security consultancy services to both the public and private sectors. See website:  <a href="https://www.ncsc.gov.uk/scheme/certified-cyberconsultancy">https://www.ncsc.gov.uk/scheme/certified-cyberconsultancy</a>;</p>
"Commercially Sensitive Information"	<p>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;</p>
"Confidential Information"	<p>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;</p>
"Contracting Department"	<p>any contracting authority as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than the Department;</p>
"Contractor Personnel"	<p>all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;</p>
"Contractor Software"	<p>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;</p>
"Control"	<p>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 "<b>Controls</b>" and "<b>Controlled</b>" shall be interpreted accordingly;</p>
"Controller"	<p>take the meaning given in the GDPR;</p>

"Copyright"	means any and all copyright, design right (as defined by the Act) and all other rights of a like nature which may, during the course of this Contract, come into existence in or in relation to any Work (or any part thereof);
"Copyright Work"	means any Work in which any Copyright subsists;
"CPA"	is an 'information assurance scheme' which
"Commercial Product Assurance" [formerly called "CESG Product Assurance"]	evaluates commercial off the shelf (COTS) products and their developers against published security standards. These CPA certified products Can be used by government, the wider public sector and industry. See website: <a href="https://www.ncsc.gov.uk/scheme/commercialproduct-assurance-cpa">https://www.ncsc.gov.uk/scheme/commercialproduct-assurance-cpa</a> ;
"Crown Body"	any department, office or agency of the Crown;
"Cyber Essentials"	Cyber Essentials is the government backed,
"Cyber Essentials Plus"	industry supported scheme to help organisations protect themselves against common cyber-attacks. Cyber Essentials and Cyber Essentials Plus are levels within the scheme; There are a number of certification bodies that can be approached for further advice on the scheme; the link below points to one of these providers <a href="https://www.iasme.co.uk/apply-for-self-assessment/">https://www.iasme.co.uk/apply-for-self-assessment/</a> ;
"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 Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;

"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
"Data Protection Officer"	take the meaning given in the GDPR;
"Data Subject"	take the meaning given in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"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's Data"	is any data or information owned or retained
"Department's Information"	in order to meet departmental business objectives and tasks, including: <ul style="list-style-type: none"> <li>(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: <ul style="list-style-type: none"> <li>(i) supplied to the Contractor by or on behalf of the Department; or</li> <li>(ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or</li> </ul> </li> <li>(b) any Personal Data for which the Department is the Controller;</li> </ul>
"DfE"	means the Department for Education;
"Department"	

"Department Security Standards"	means the Department's security policy or any standards, procedures, process or specification for security that the Contractor is required to deliver;
"Digital Marketplace/GCloud"	the Digital Marketplace is the online framework for identifying and procuring cloud technology and people for digital projects. Cloud services (e.g. web hosting or IT Health checks) are on the G-Cloud framework;
"DPA 2018"	Data Protection Act 2018;
"Effective Date"	the date on which this Contract is signed by both parties;
"Environmental Information Regulations"	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such regulations;
"FIPS 140-2"	this is the Federal Information Processing Standard (FIPS) Publication 140-2, (FIPS PUB 140-2), entitled 'Security Requirements for Cryptographic Modules'. This document is the de facto security standard used for the accreditation of cryptographic modules;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);
"Good Industry Practice"	means the exercise of that degree of skill, care,
"Industry Good Practice"	prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector;
"Good Industry Standard"	means the implementation of products and
"Industry Good Standard"	solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector;
"GSC" "GSCP"	means the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at: <a href="https://www.gov.uk/government/publications/government-security-classifications">https://www.gov.uk/government/publications/government-security-classifications</a> ;

"HMG"	means Her Majesty's Government;
"ICT"	means Information and Communications Technology (ICT) used as an extended synonym for Information Technology (IT), used to describe the bringing together of enabling technologies used to deliver the end-to-end solution;
"ICT Environment"	the Department's System and the Contractor System;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Intellectual Property Rights"	means patents, trade marks, service marks, design (rights whether registerable or otherwise), applications for any of the foregoing, know-how, rights protecting databases, trade or business names and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom);
"ISO/IEC 27001" "ISO 27001"	is the International Standard describing the Code of Practice for Information Security Controls;
"ISO/IEC 27002" "ISO 27002"	is the International Standard describing the Code of Practice for Information Security Controls;
"IT Security Health Check (ITSHC)"	means an assessment to identify risks and vulnerabilities in systems, applications and
"IT Health Check (ITHC)"	networks which may compromise the
"Penetration Testing"	confidentiality, integrity or availability of information held on the IT system;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Need-to-Know"	the Need-to-Know principle is employed within HMG to limit the distribution of classified information to those people with a clear 'need to know' in order to carry out their duties;

"NCSC"	The National Cyber Security Centre (NCSC) formerly CESG Is the UK government's National Technical Authority for Information Assurance. The NCSC website is <a href="http://www.ncsc.gov.uk">http://www.ncsc.gov.uk</a> ;
"OFFICIAL"	the term 'OFFICIAL' is used to describe the
"OFFICIAL SENSITIVE"	baseline level of 'security classification' described within the Government Security Classification Policy (GSCP) which details the level of protection to be afforded to information by HMG, for all routine public sector business, operations and services. the 'OFFICIAL-SENSITIVE' caveat is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen or published in the media, as described in the Government Security Classification Policy;
"Original Copyright Work"	means the first Copyright Work created in whatever form;
"Personal Data"	take the meaning given in the GDPR;
"Personal Data Breach"	take the meaning given in the GDPR;
"Processor"	take the meaning given in the GDPR;
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
"Regulatory Bodies"	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Department and <b>"Regulatory Body"</b> shall be construed accordingly;
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;



"Secure Sanitisation"	<p>Secure sanitisation is the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level. Some forms of sanitisation will allow you to re-use the media unuseable. Secure sanitisation was previously covered by "Information Assurance Standard No.5 – Secure Sanitisation" ("IS5") issued by the former CESG. Guidance can be found at:</p> <p><a href="https://www.ncsc.gov.uk/guidance/securesanitisation-storage-media">https://www.ncsc.gov.uk/guidance/securesanitisation-storage-media</a>;</p>
	<p>The disposal of physical documents and hardcopy materials advice can be found at:</p> <p><a href="https://www.cpni.gov.uk/secure-destruction">https://www.cpni.gov.uk/secure-destruction</a>;</p>
<p>"Security and Information Risk Advisor"</p> <p>"CCP SIRA"</p> <p>"SIRA"</p>	<p>the Security and Information Risk Advisor (SIRA) is a role defined under the NCSC Certified Professional (CCP) Scheme. See also:</p> <p><a href="https://www.ncsc.gov.uk/articles/about-certifiedprofessional-scheme">https://www.ncsc.gov.uk/articles/about-certifiedprofessional-scheme</a>;</p>
<p>"SPF"</p> <p>"HMG Security Policy Framework"</p>	<p>This is the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government's Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently and securely.</p> <p><a href="https://www.gov.uk/government/publications/security-policy-framework">https://www.gov.uk/government/publications/security-policy-framework</a>;</p>
"Staff Vetting Procedures"	<p>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;</p>
"Sub-Contractor"	<p>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 Subcontract or its servants or agents;</p>
"Sub-processor"	<p>any third Party appointed to process Personal Data on behalf of the Contractor related to this Contract;</p>

"Third Party Software"	software which is proprietary to any third party [other than an Affiliate of the Contractor] which is or will be used by the Contractor for the purposes of providing the Services, and
"Work"	means any and all works including but not limited to literary, dramatic, musical or artistic works, sound recordings, films, broadcasts or cable programmes, typographical arrangements and designs (as the same are defined in the Act) which are created from time to time during the course of this Contract by the Contractor or by or together with others at the Contractor's request or on its behalf and where such works directly relate to or are created in respect of the performance of this Contract or any part of it;
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.

- 1.2 References to "Contract" mean this contract (and include the Schedules). References to "Clauses" and "Schedules" mean clauses of and schedules to this Contract. The provisions of the Schedules shall be binding on the parties as if set out in full in this Contract.
- 1.3 Reference to the singular include the plural and vice versa and references to any gender include both genders. References to a person include any individual, firm, unincorporated association or body corporate.

## **SCHEDULE ONE**

### **1 Background**

1.1 The Dublin III Regulation is a long-standing mechanism between EU Member States, Iceland, Norway, Switzerland and Liechtenstein ("Dublin States") to determine responsibility for examining asylum claims. In the case of unaccompanied asylum seeking children, Article 8 of the Dublin III Regulation provides that the responsible State shall be that where a parent (or an adult responsible under the law or practice of the MS where the adult is present), sibling(s), adult aunt, uncle or grand-parent is legally present, provided that it is in the best interests of the child. In addition, an adult aunt, uncle or grandparent must also establish that they can take care of the child.

1.2 This is a new area of activity for both local and central government, and children being brought over to join family members in England under the Dublin III Regulation are a distinct cohort. Like many unaccompanied asylum-seeking children (UASC) they are highly vulnerable and may have been trafficked, or experienced other harm, in their journey to

Europe. Despite the intention, unlike UASC, that they will be living with their families and not accommodated and looked after by a local authority both central and local government have had a significant involvement in the arrangement to ensure that the children are being appropriately safeguarded, and their welfare promoted, as for all other asylum seeking children arriving to the UK.

## **2 Aims and objectives of the research**

2.1 The aim of the research is to develop a clear picture of the experience, needs and outcomes of children that have been transferred to England to date to join family or relatives, and for a comprehensive understanding of the challenges facing local authorities supporting them. The findings will be used to develop our understanding of how the process is working in practice and whether there is a need to strengthen support for children and families and to promote the best possible outcomes for children, including being able to stay living with their family or relatives as planned, where this is the most desirable outcome. This will be supporting the implementation of the commitments outlined in the “Safeguarding Strategy for Unaccompanied Asylum Seeking and Refugee Children”.

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

- To provide a full quantitative picture of the arrangements and outcomes of all children transferred under Dublin III;
- Understand, and provide evidence of, how a range of children and their families in different circumstances have experienced this;
- Provide an understanding, and evidence, of the needs of children and their families, and the support they have received;
- Assess what aspects of the local authority (or LA facilitated) interventions are key in supporting children to remain with families, where this is the most desirable outcome;
- Provide an evidence-based analysis of the factors causing arrangements to breakdown; and how they can be prevented;
- Use the qualitative evidence to consider what the key challenges are for local authorities as facilitators of these arrangements.

### *Research questions*

2.3 The Contractor shall use all reasonable endeavours to answer the following research questions, which will be developed and refined further as part of the research and in discussion with the department:

- i. What are the current arrangements, and outcomes, for all the children transferred to date? For example, are they living with their families as planned or are they being looked after by local authorities?
- ii. What are the experiences of the children and families; what are their needs and what support have they received?
- iii. What are the specific challenges faced by local authorities in trying to support these children and families? What key support, if any, and either general or targeted, have LAs provided which has enabled children to stay residing with their families?
- iv. What are the key risk factors and circumstances in which family arrangements break down, and how this can be prevented?

### **3 METHODOLOGY**

3.1 The Contractor shall employ a multi-method approach to collect four main types of data and assess a set of inter-related data with the following elements:

- i. Phase one: Feasibility study;
- ii. Phase two: Quantitative data collection from local authorities;
- iii. Phase three: Qualitative case studies with local authorities;
- iv. Phase four: Qualitative research with children and families.

#### **i. Phase one: Feasibility study**

3.2 The Contractor shall design the feasibility study to understand the type and quality of information held by local authorities about children settling in the UK under the Dublin III Regulation. The contractor shall seek to understand the levels of records kept relating to children joining the UK to inform the design of the mainstage fieldwork and data collection.

3.3 The Contractor shall approach 8-10 local authorities to take part in the feasibility study with the aim of achieving the involvement of 5-7 within the time frame available. The Contractor shall select a sample of local authorities to represent a good mix by region, size of population, size of geographical area covered and deprivation, and avoiding only sampling those who are likely to have particularly good records, and a range of local authorities with high/low number of Dublin III children.

3.4 The Contractor shall send a letter to the Director of Children's Services in the chosen local authorities explaining the nature of the survey and the contribution required, and will then follow this up with a phone call to discuss our requirements in more detail.

3.5 The contractor shall arrange a half-day visit to each local authority that will involve speaking to around 2-3 staff in each local authority. Over the course of the visit, the Contractor will look to:

- Understand the process for recording the children transferred and what information and details are kept on file by local authorities;

- Discuss (and if possible view) the data held about each child and the quality of contact details held (and whether this is different for children arriving before or during/after Operation Purnia);
- Establish the processes for securing access to the data and discuss the possibility of child-level data collection, rather than aggregate;
- Understand the ongoing contact that the local authority has with the children and families, and how this is recorded;
- Show and invite comments on the plan for conducting the remaining stages of the research;
- Consider how the approach can minimise the burden on local authorities.

### *Testing the approach*

3.6 Following these early visits, the Contractor shall develop a data collection approach/tool for the quantitative data collection stage that will be tested in 5-7 local authorities. Where possible, the Contractor shall use the same local authorities for this stage of the process although the Contractor may consider the appropriateness of including a couple more if any of those initially selected decline to participate in the feasibility exercise.

3.7 The Contractor shall ask each local authority involved in the feasibility stage to complete the data collection template as a pilot to check that the questions/instructions are understood consistently and as intended. It is also useful to check the length and flow of the data tool.

3.8 The main data collection shall take place online and hence this is the approach that the Contractor will use to conduct the pilot. The Contractor has allowed for some telephone chasing and some telephone calls to obtain feedback on the data collection approach.

3.9 The Contractor shall undertake interviews with representative bodies – ADCS and Home Office for example – to provide general background information on the regulations to inform the research.

### *Outputs*

3.10 On completion of these interviews, the Contractor shall produce a short report that clearly outlines the overall feasibility of continuing with the research. The report shall outline any limitations of the research programme, make a recommendation on whether it is feasible to collect child-level data or whether the approach should be aggregate, setting out a clear rationale for the recommended option, and outline possible improvements to the recommended method of quantitative data collection to maximise the quality and usefulness of data collected, including how the contractor will make the most use of central Government data made available to them.

3.11 The Department, in discussion with the Contractor, shall consider the findings of the feasibility study and review whether to proceed, and if so how, with phase two of this research. The review will take into consideration: the ability of local authorities to provide

quantitative data; the ease with which this data can be provided; and the quality of the analysis that can be undertaken. Phase two will only be undertaken if the DfE and Contractor are confident that it is feasible to collect robust data from local authorities and robust evidence can be obtained.

3.12 Should the Department proceed with phase two the Contractor shall look to include the local authorities involved in the feasibility study in the mainstage data collection. The extent to which this is possible depends on the scale of changes made post-pilot. In cases where changes are made, the Contractor shall consider the possibility of collecting the missing data by calling the respondent back to fill in the gaps.

### **SCHEDULE OF WORK**

<b>Task</b>	<b>Output</b>	<b>Date Required</b>
Attend inception meeting to: (i) agree programme of work and timetable; and (ii) learn about the policy area via a teach in from DfE policy.	Note summarising discussion and agreed work plan and design phase	August 2018
Undertake half day visits to local authority areas	Inform development of the research tools and report findings in the feasibility report	September 2018
Develop and pilot the data tool with local authorities	Undertake fieldwork	September-October 2018
Draft ethics committee toolkit	Submit to DfE ethics committee.	September 2018
Feasibility report	Submit draft scoping report for review	End of October 2018
Review the undertaking of the mainstage quantitative survey		November 2018

### **ii. Phase two: Quantitative data collection from local authorities**

3.13 The Contractor shall design this stage to build an up to date picture of the children that have been transferred to England since January 2016 to deepen our understanding of this cohort of children. This strand will be developed based on findings from the feasibility stage and pilot study. The Contractor shall design a data collection method that is most effective at collecting robust data with minimum burden on local authorities, and one that offers the highest response rates possible.

#### *Data template content*

3.14 The content of the data template will be informed by initial discussions with the DfE team, the research steering group and the piloting conducted as part of the feasibility study. Initial thoughts on areas that might be covered include:

- The number of children that they have dealt with under the Dublin III Regulation or as Calais family cases;
- How these split between children arriving before Operation Purnia, during it and afterwards;
- How many (and which) families were/ have been subject to an initial check and family assessment? What was the outcome?
- whether the child was initially able to live with the named relative;
- the number/ proportion of children who are still living with that named relative;
- if not, who are they now living with;
- The challenges faced by the local authority in facilitating these arrangements; • How successfully the local authority feels that they are able to cater for these children;
- How many were referred to early help services? What services were they referred to?
- The number in receipt of early help services and the types of services accessed;
- The non-statutory services that the local authority would like to be able to provide to better meet the needs of arriving children.
- The number of children who are now looked after by the local authority and the circumstances that led to that?
- Where family breakdowns occurred, the circumstances that led to that
- How many have had a missing episode reported or been reported as long-term missing?
- How many children were subsequently designated a child in need or were placed on a child protection plan?

### ***Online survey design***

3.15 The contractor shall design an online data collection tool in discussion with the Department and the research steering group, and based on the findings from the feasibility study. The Contractor shall consider collecting both data about the outcomes for all children accommodated - either on an anonymous child-by-child basis or at an aggregate level depending on the findings from the feasibility study. The Contractor shall consider the use of the Home Office figures for the number of children placed with each local authority.

3.16 The tool shall collect both numerical data about the outcomes for each of the Dublin children that the authority has responsibility for but also more attitudinal data about how the authority feels it has handled these cases and the services that it provides. The Contractor shall work on the assumption that the template shall take an average of 2025 minutes for a single respondent to complete.

3.17 The Contractor shall design an online survey that:

- Uses a clear and uncluttered design that loads quickly;

- Where appropriate, provides explanatory detail about how a question/instruction should be approached/why it is being asked. This can be provided through 'more information' buttons.
- Provides a link to a printable version of the template.
- Provides a 'helpdesk' number to contact if respondents encounter any technical difficulties.
- Is 'mobile friendly' and suitable for access and completion on a smartphone and auto-render correctly when accessed through different mobile devices. The programme shall also be 'finger-friendly' i.e. suitable for completion on touch-screen devices by adapting the size and shape of response buttons etc.
- Maximises accessibility for individuals with visual impairments through providing the facility to increase font sizes.
- Ensures compatibility with screen-readers (and can always provide a Word version of the template in cases where software proves to be incompatible).
- Is designed with 50% 'headroom' above the highest 'live' interview volumes experienced and can easily handle this survey.

3.18 The contractor shall closely monitor the survey as fieldwork progresses reviewing response patterns, use of 'other specify' categories and missing information to check for any difficulties that are being encountered. Where applicable, the Contractor shall make minor adjustments to the template as fieldwork progresses.

3.19 The Contractor shall use the following contacting strategy shown in the table below:

Week	Activity
<b>Week 1</b>	<ul style="list-style-type: none"> <li>• Advance letters sent out to Directors of Children Services</li> <li>• Initial e-mail introductions sent out to contacts in local authorities</li> <li>• Analysis of any 'bounce-backs' to check for invalid e-mail addresses. Any incorrect e-mail addresses looked up and invitations re-sent.</li> </ul>
<b>Week 2</b>	<ul style="list-style-type: none"> <li>• Call round by telephone to confirm that e-mail has been received (and resend where necessary) to help ensure that the survey is on all respondents' radars and uncover any cases where the e-mail has been over-looked early in the fieldwork period.</li> </ul>
<b>Week 3</b>	<ul style="list-style-type: none"> <li>• Issue first reminder e-mail to all those who have not yet completed</li> </ul>
<b>Week 4</b>	<ul style="list-style-type: none"> <li>• Fieldwork on-going</li> </ul>
<b>Week 5</b>	<ul style="list-style-type: none"> <li>• Issue second e-mail reminder to all non-completers</li> </ul>
<b>Week 6</b>	<ul style="list-style-type: none"> <li>• Start telephone chasing of non-responders to secure commitment to participate and a date for submission of data</li> </ul>
<b>Week 7</b>	<ul style="list-style-type: none"> <li>• Call round by telephone to explain that the survey is closing shortly and to request response</li> </ul>
<b>Week 8</b>	<ul style="list-style-type: none"> <li>• Close survey</li> </ul>



*Advance notification*

3.20 The contractor shall write out to all Directors of Children Services to notify them of the research and to secure 'buy in' and approval to participate in the survey. The Contractor shall agree all text with the DfE. The Contractor shall make use of behavioural levers, for example, which can include approaches such as:

- Sending the letter on DfE letter headed paper to securing 'buy-in' and add 'weight' to the survey;
- Giving local authorities the opportunity to nominate an appropriate respondent for the survey prior to the invitations being sent out;
- Providing interviewers who are conducting telephone chasing with a reference point should they encounter very protective gatekeepers;
- Detailing the number of local authorities that have responded already.

*E-mail invitations*

3.21 The Contractor shall ensure that the advance letter to Directors of Children Services will contain the login details for the survey and that all local authorities will be sent an individualised link to the survey by e-mail introductions as well. Respondents will click on this link and they will be taken direct to the start of the survey (and our online system will 'recognise' which link has been accessed). The use of individualised links rather than a system of issuing ID numbers and passwords shall help to improve response rates as it makes participation less burdensome for the respondent.

*Reminder exercises*

3.22 The Contractor shall issue two email reminders in weeks three and five of the fieldwork period. Each e-mail reminder shall re-include the link to the survey.

3.23 The contractor shall also undertake telephone reminders alongside the emails and will be administered by the Contractor's telephone interviewers to help: ensure a good response; and ensure the accessibility of surveys. A telephone approach allows the Contractor to network to reach the most appropriate individual in the organisation. Using experienced telephone interviews will make it possible to explain the objectives of the study to the gatekeeper and encourage individuals to take part which in turn tends to reduce the impact of self-selection bias.

**Response rates**

3.24 The contractor shall work towards achieving the highest response rate possible, using the mechanisms and processes set out, which we expect should yield a response rate of at least 50%:

- A design of the template that allows different sections of the template to be completed by different individuals within the authority and an online approach allows different people to log into the core authority response and complete sections at different times without any of the data being lost;

- A design that allows local authority respondents to check their responses (either themselves or with a colleague) before committing to an 'authority view' and an online approach that makes this possible.
- Having a .pdf version of the template available so that respondents can print out a version of the full document and assess which colleagues will need to be involved in assisting with completion, or completing on paper so that it can be 'signed off' internally before being entered into the online script. The Contractor shall provide a link to the pdf version of the template in the introductory page of the online script (including it as an attachment to the e-mail introductions can make it more likely for the e-mail to be blocked by e-mail filters);
- Undertaking telephone chasing calls to encourage response (alongside e-mail reminders).

### *Data analysis and processing*

3.25 The data reduction phase for the quantitative data will involve:

- Coding of open-ended responses or 'other' responses.
- Verification of pre-coded and integer responses. The Contractor shall conduct this on an on-going basis to code frames and agreed with the DfE team. The Contractor shall check at least 5% of each coder's work, particularly on coding carried out at the early stages to ensure that any issues are picked up as early as possible. The contractor shall carry out a coding briefing at the beginning of the research by the research team and coding notes (detailing the types of responses to be included in each code) will be produced.
- Set up the online script (as far as possible) to include checks on logical / mathematical fallacies. Response patterns will be examined at each individual question and where appears dubious, and/or where outlier responses appear that stand out from the normal distribution of responses, the Contractor shall call back respondents.
- Apply weighting where necessary. The Contractor shall check the profile of achieved responses by variables such as local authority type, size and region and if there is much of a discrepancy with the overall population then the Contractor shall consider applying a non-response weight, in discussion with the Department.

3.26 Where available, the Contractor shall include a range of different statistics available at the local authority level which could be used within the analysis process and match this data to the survey data and it can be used either to:

- Create analysis breaks (although the overall size of the survey is likely to mean that any variables will need to be grouped into 2-3 categories). This data could include indicators of deprivation such as the proportion of families claiming Child Tax Credits or the overall employment rate; or, • Compute additional data.

3.27 The Contractor shall also consider the available data held by the Home Office to be used as part of the analysis, for example dividing local authorities into those who have taken above and below average volumes of Dublin children.

### **SCHEDULE OF WORK**

<b>Task</b>	<b>Output</b>	<b>Date Required</b>
Draft tools	A set of agreed research tools	November 2018
<b>Task</b>	<b>Output</b>	<b>Date Required</b>
Undertake fieldwork	Issue online surveys	January 2019 – February 2019
Analysis		February 2019
Reporting	Submit draft report to the Department for review	End of March 2019

### **iii. Phase three: Qualitative case studies with local authorities and children and families**

#### **a. Qualitative case studies with local authorities**

3.28 The Contractor shall design this phase to gain an in-depth, evidence-based understanding of the experiences of local authorities of receiving Dublin children and in engaging with children and families to support positive outcomes. This phase will explore the specific issues and challenges for local authorities in supporting these children and promoting their welfare where an on-going need for support has been identified. This includes understanding the specific challenges to local authorities in promoting the welfare of these children; the specific needs of Dublin children; the support provided by the local authority which has enabled children to stay residing with families; the key risk factors for family breakdown in these cases and how the process can be strengthened or improved to promote children being able to stay living with their family or relatives, where this is the most desirable outcome, and remove barriers.

3.29 The Contractor shall undertake case study visits to 10 local authorities. The Contractor shall select the sample of families and children from these same 10 local authorities involved in the case studies.

#### *Sample selection*

3.30 At the end of the quantitative data collection exercise the Contractor will include a question asking local authorities if they are willing to assist further with the research by participating in case studies, and from which to recruit the sample of case studies.

3.31 The contractor shall ensure the case studies selected represent a mix of local authorities, including:

- Region;
- Size of authority;
- Number of Dublin children and families living there; and, • Perceived quality of services provided to Dublin children.

3.32 The contractor shall also be able to take account of the responses to the online survey (e.g. how challenging local authorities have found receiving Dublin children in their area) in the sample structure.

3.33 For each case study, the contractor shall organise a day's site visit and shall speak to a range of individuals within the local authority. At the point of recruitment, the Contractor shall discuss with the lead contact who should be included in the case study to obtain a rounded picture of the experiences of the authority. The case studies shall include:

- 1-2 strategic contacts responsible for planning Children's Services in the authority;
- 2-3 social workers responsible for working with Dublin children and their families;
- 2-3 individuals responsible for delivering other services to children and families (e.g. education or health liaison teams). This could also include representatives from CAMHS or from contracted Third Party organisations in the area).

3.34 The contractor shall agree the topic guides in discussion with the Department and research steering group, and the expectation is that they shall cover:

- How processes for reuniting children with families are handled by local authorities and the support that is provided initially;
- Factors that influence how successful this process of reuniting children with families are;
- Issues children and families face, ongoing support that families need in order to remain together, where this is the most desirable outcome, and the approaches that the authority takes to providing these;
- Challenges to remaining in contact;
- Support needs that are difficult to address and how services could be provided in future.

#### **b. Phase four: Qualitative research with children and families**

3.35 The contractor shall design this phase to undertake qualitative research with families and children that have joined them under the Dublin III Regulation and have arrived more recently. The aim is to provide an in-depth understanding of their experience of joining family in England; the interventions or support they received, how they experienced that support and what the outcome was; where arrangements broke down, what the reason was

and how they feel the process could better promote children being able to stay living with families, where that would have been the most desirable outcome; and what help would they have liked/needed that they didn't get.

3.36 The Contractor shall conduct 'whole family' research among vulnerable children and families with 20 families to achieve interviews with 45-60 individuals. The contractor shall conduct the qualitative research with children and families in the same local authorities that are being interviewed for the qualitative stage with local authorities. This will help secure ethical clearance if the local authorities have a clear understanding of the research programme. It will also be valuable to be able to triangulate authorities own view of the services that they provide and those of the children/families that receive them.

3.37 The Contractor shall conduct extended visits – an average of two half-day visits per child, so that each is visited for up to 1 day in total. The expectation is that these visits will be brokered by the social workers. The extended visits shall allow sufficient time to build trust with research participants on a highly sensitive topic; to enable interviewers to speak to a range of participants in different configurations and to give the Contractor some contingency time to accommodate the unexpected, in the context of our target participants possibly having chaotic lives. It shall also allow for a slower pace of discussion – in case the interview is conducted in English but more slowly, or in case the conversation needs to be translated by an interpreter.

3.38 The Contractor shall invite the child and their relatives to decide on the location for the discussions: the assumption is that the default shall be the child's home, but the Contractor shall be flexible and could use a local café or community venue if this is preferred. The Contractor shall explain that it needs to be somewhere sufficiently private, and where they feel comfortable.

3.39 The Contractor shall use the time flexibly, in response to the wishes of the child and their families. The Contractor shall brief the families and social worker that over the course of the two visits the interviews shall include speaking to the child (ren) and the family member(s) that they came to the UK to join. For instance, for illustrative purposes:

- The first visit might be with the child and a relative, and the second visit consisting of two conversations with the child separately and then with an extended family group
- First visit might be with two relatives, and the second visits with two children covered by the Dublin III Regulation sequentially.

#### *Recruitment of children and families*

3.40 The expectation is that the approach to setting up appointments with children and their families, is via the social workers (and any other organisations such as NGOs) who are liaising with the child and their relatives/carers. This is so that the child and their family hear about the study from someone whom they are already familiar with and feel sufficiently at

ease with to ask questions about what taking part will entail. The expectation is that this will be conducted as follows:

- The introductory letter that asks local authorities to participate in the qualitative research also includes reference to the qualitative work with children and families.
- The Contractor liaises with the Local Authorities to seek to speak to a senior manager who is coordinating work with Dublin children; and, if they are prepared to assist with the study, the Contractor will ask them to nominate an individual who can coordinate between social workers, to identify potential participants.
- The Contractor provides them with a briefing note, for use by social workers (and any other individuals) who are liaising with the child and their relatives/carers. This note is used by them to brief the child and their relatives (or other adults in loco parentis) about the opportunity to take part in the research, and gives them time to ask questions and reflect. The briefing note will cover: the purpose of the research, who it is for, and what will be done with the information. It will outline the topics that will be covered, and it will emphasise that participation is voluntary and that individuals will not be identified in the analysis or report. It will also explain the circumstances in which, in the event of a disclosure being made during the interview that implied an individual may be at risk of harm, the researchers would have to escalate and refer that information on. It will also explain that, at the start of the interview, participants will need to sign a form confirming that they agree to take part on this basis (i.e. as a record of consent).
- The Contractor provides a booking sheet containing a number of columns (including the characteristics of the child's arrangement, to match suggested quotas (see table 2 below); space to record a range of possible times and dates for visits to the child/their relatives; and space to add other comments about visit practicalities, such as any support needs).
- If the child/relatives are interested, then the social worker (or other individual) liaising with the child and their relatives/carers, enters their details into the booking sheet. This is then collated by our main Local Authority contact and the file shared with IFF in encrypted form via our secure file sharing site. In this way, each referral will be coded up with the quota group that it sits in, and details of possible interview dates.
- The researcher who has availability to cover the proposed dates/times will then get in touch by email or phone with the social worker, or other individual in contact with the child and their relatives (or, if this is not possible, with the relatives themselves) to arrange the visits. At this point, The Contractor shall check and/or firm up any support needs to enable the child/their relatives to take part, such as the need for an interpreter.
- Where an interpreter is needed, the Contractor shall invite the social worker, or other individual in contact with the child and their relatives to nominate an interpreter that they usually work with: this has the benefit of familiarity, to make the discussions as comfortable as possible. Where a family-interpreter relationship already exists, it is likely that the former will be most efficient – particularly since the availability of the preferred interpreter will impact on what dates/times are feasible for the child/their relatives.

There may be circumstances in which the Contractor may need to speak to a relative directly to arrange the visits; and their first language may not be English. If this were to occur, the Contractor will employ interviewers with a range of languages in-house, and as a result could conduct these calls to make arrangements in most of the main languages spoken in the UK, should this need arise. If another language need were to be identified in the process of making these appointments, the Contractor shall use a dial-in interpreter service to help us firm up the arrangements for the visit.

3.41 The Contractor shall allow three months for fieldwork for this element of the study to ensure there is plenty of time for potential participants to reflect on whether they wish to be involved, for queries to be resolved and for visits to be booked, fall through and be rearranged (given that some participants may have relatively challenging or chaotic lives).

3.42 The expectation is that the Contractor shall over-recruit the visits by c.20% to allow for some children/families expressing interest and dropping out later.

#### *Discussion coverage*

3.43 The Contractor shall design a topic guide that flexible and modular topic guide and one that can be adapted to a range of different scenarios/different configurations of participants. This topic guide shall be designed by the Contractor in conjunction with DfE, and would draw upon the findings of the feasibility stage. At this stage the expectation is that the topic guide would include the following:

<b>Table 1: Draft outline of topic guide for use with families</b>	
<b>Discussion approach Stage</b>	Coverage
<b>Introductions and warm up</b>	Researcher re-caps the study purpose, data uses etc. Gentle 'warm-up' – asking how the participant is, how their week has been, etc.
<b>Understanding everyday life</b>	Begin interviews by briefly <b>exploring individuals' lives</b> more generally – encompassing living situation, weekly routines, priorities, what they most enjoy, aspirations, frustrations and concerns. This both eases us into the subject matter, and also yields important information about the child and their relatives holistically. It will give us a 'way in' to some topics while also putting them in context – for instance, current frustrations might lead us to talk about additional support needs, while also signalling that this is a sufficiently 'top-of-mind' need that they raised it spontaneously. This section will thus give us a more 'grounded' grasp of their current needs and their hopes for the future.

<b>Hearing about the opportunity to reunite</b>	Ask them to tell the story of how the child (ren) came to be reunited with their family member(s) in the UK – exploring this both from the perspective of the child and their relatives. This will start with <b>how they first heard about the opportunity to be reunited</b> , what they were first told about this and how they reacted; any questions/concerns they had and how these were addressed; how well informed they felt they were and what else it would have been useful to know at the time.
<b>The journey to being reunited</b>	Using <b>'journey mapping' techniques</b> : the researcher works with the participant(s) to plot on a timeline, the sequence of key events from first hearing about the possibility of being reunited, up to their current situation. Discuss, and plot, engagement sources of support. This timeline is used for analysis, and it facilitates more effective probing, as the researcher and the child and/or relatives can revisit each event and discuss it in more detail: for instance, exploring what points were most challenging, what aspects were most positive, and why.
<b>Access to support</b>	Use the timeline to revisit the sources of support used, the difference made by each, and what they think they would have done without this (to establish additionality). Revisit the points in their journey identified as being most challenging, and discuss what additional support might have added value here and why. Revisit their current situation (as discussed at the start of the conversation) and will discuss the support in place for them currently, and what this achieves; what additional support might either help to address their current frustrations and concerns or support them with their aspirations; and what difference this would make.
<b>Arrangement stress points and/or arrangement breakdown</b>	Again, drawing on the timeline, discuss any points where the child living with their relatives felt especially difficult. Where a 'stress point' or actual breakdown of the arrangement occurred, the interviewer shall discuss the steps that led to this. At each point at which stress on the arrangement increased, discuss whether any advice or support was provided, by whom, and what difference this made; as well as what further help or support might have helped ease the pressure. With child (ren), where the arrangement has broken down, the interviewer shall also explore with sensitivity how they feel about the current situation compared with living with their relative(s), in order to understand whether they view the post-breakdown situation more positively than the arrangement in any respects.



<b>Overall improvements, reflections and prioritisation</b>	Discuss whether the overall experience of the process and arrangement under the Dublin III Regulation could have been improved in any ways not already raised. Then, reflecting on all of the suggestions for additional advice or support, or improvements, raised across the discussion, the interviewer shall ask participants to prioritise – i.e. what would have made the most positive difference to their experience and why? Ask respondents to pick out the aspects of the experience that made the most positive difference at the time – i.e. what could they have not coped without?
<b>Final comments and close</b>	Invite final comments; invite questions from the participants; check any arrangements to speak to the next person/for the follow-up visit; thank them and close the interview.

### Sample structure

3.34 The Contractor shall speak with 20 children/families or carers across the 10 Local Authorities participating in the qualitative interviews. Given that the numbers of children placed with some Local Authorities may be very small, there is a risk that all of the potential child/family interviews within some LAs fall through: to mitigate this the Contractor shall consider including in the sample *at least some* of the Local Authorities with higher numbers of placements.

3.35 As a key area of focus for the discussion is challenges faced (and support needed to address these) and stress points/factors leading to arrangements breaking down, the Contractor shall structure the sample according to the current status of the arrangement, to ensure that the study can explore the circumstances contributing to more ‘settled’ arrangements and those under stress or which have broken down. This points towards the following suggested structure:

<b>Table 2: breakdown of proposed interviews and visits.</b>			
<b>Status of arrangement (according to social worker or other individual in contact with child):</b>	<b>Number of child/family units</b>	<b>Number of proposed visits</b>	<b>Likely number of individuals interviewed (dependent on family structure and status of arrangement)</b>
Arrangement felt to be relatively settled	6-7 children/families	12-14 half-day visits	c.15 – 25 individuals
Arrangement continuing but felt to be more challenging	6-7 children/families	12-14 half-day visits	c.15 – 25 individuals

Arrangement has broken down	6-7 children/families	12-14 half-day visits	c.15 – 25 individuals
<b>TOTAL</b>	<b>20 children/families</b>	<b>40 half-day visits</b>	<b>45 – 75 individuals</b>

3.36 Within this, the Contractor shall set ‘soft quotas’ to achieve a mix of children/families by the following factors:

- Types of relatives placed with (parent or other adult responsible for the child, siblings, aunt, uncle or grandparent);
- Whether the relatives were asylum seekers themselves, granted refugee status or humanitarian protection, or British citizens.

3.37 These factors shall be built into the proposed booking sheet, for use by social workers/others in contact with the child/their relatives. While this is ideal, the expectation is that the quotas are treated flexibly: recruiting the sessions will be relatively challenging and imposing too-prescriptive a sample structure might easily make recruitment impossible to accomplish.

3.38 The Contractor shall brief the ‘lead’ contact at each local authority on the mix of arrangement characteristics being sought. As described in ‘sample structure’ above, the sample shall be primarily structured by arrangement status (i.e. arrangements felt to be relatively settled; arrangements that are continuing but felt to be more challenging; and arrangements that have broken down), in order to deliberately seek to include some of the more challenging cases. The Contractor shall then monitor the overall profile of the bookings as appointment-setting progresses. For pragmatic reasons, the Contractor will need to focus the qualitative work on authorities with relatively larger numbers of Dublin children. However even these authorities may not have large numbers of families that can be approached for the research so the scope to structure the sample may be limited.

#### *Qualitative analysis*

3.39 The Contractor shall record conversations on encrypted DVRs. After each fieldwork session, the researcher will make field notes of their first impressions, and key take-outs regarding the findings and their implications (this often captures a perspective that is subtly different to impressions when revisiting the recording later). These field notes will then be revisited by the researcher along with the recordings, to create a write-up of each individual case study (local authority or family)

3.40 For each audience – authorities, children, relatives/carers, the Contractor shall setup an analysis framework. This will be constructed in Excel and include a line for each individual interview to ensure judgements made are as objective as possible and retains a high level of transparency.

3.41 The contractor shall specify the analysis by identifying a series of emerging themes and the types of sentiments/attitudes expressed in each theme area. The framework makes provision for the recording of answers to direct questions asked of participants as well more interpretive data collected through more discursive approaches. The framework itself is organic and new themes and codes can be added as they emerge ensuring that all relevant information is gleaned from each group.

3.42 The Contractor shall enter individual analysis of each interview into an analysis framework, under headings relating to the objectives – allowing judgements made about the commonality of experiences and differences by sub-group.

3.43 The Contractor shall conduct a Director-led analysis session, in conjunction with the Department, in which researchers develop their thinking regarding the findings/their implications.

3.44 The Contractor will also examine in detail their notes, write ups and the recordings and discuss as a team initial thoughts and views on the emerging findings and themes.

#### **SCHEDULE OF WORK**

<b>Task</b>	<b>Output</b>	<b>Date Required</b>
Draft topic guides	Draft topic guides to the Department for review	January 2019
Recruitment of local authorities for qualitative case studies and completing ethical clearance processes	A set of local authorities participating in the research	March - April 2019
Fieldwork with local authorities	Completed qualitative fieldwork	April – May 2019
Recruitment with qualitative work with children and families	20 families agreed to participate	March – April 2019
Fieldwork with children and families	Completed qualitative fieldwork	June - August 2019
Analysis	Analysis of the data completed	September 2019
Draft report	A draft report submitted to the Department	October 2019

#### **4. Outputs**

4.1 The Contractor shall deliver the following outputs during the lifetime of the study, whilst being mindful of the focus on the original key questions for the study:

- A report on the feasibility study in October 2018;
- An interim report based on findings available by March 2019. Based on the timetable outlined above, this report would mostly focus on the findings from the quantitative data collection work with local authorities.
- A presentation of findings in September 2019;
- **A final report** for DfE publication submitted in October 2019 and agreed by the end of December 2019.

4.2 The key output from the project will be an analytical report drawing together all strands of the research. The final report would be a Word document that would contain:

- A recap of the aims of the project;
- A detailed account of the methods and rationale;
- A stand-alone executive summary highlighting the key findings and evidence; conclusions and recommendations for action;
- A hierarchy of the issues which can create differential outcomes, and actions which may negate them.
- The Contractor shall deliver drafts to the DfE for comment and each of these reports shall include key clear findings and evidence, recommendations and products to inform ongoing policy development.

4.3 The Contractor shall work closely with the DfE project team throughout the course of this research. The contact shall be informal (telephone, email) but will also include face-to-face meetings at key points to guide the project. The Contractor has allowed for four face-to-face meetings.

4.4 Throughout the research programme, the Contractor shall provide DfE with a weekly progress update, which will detail the status of the research and any issues that might arise. During fieldwork this will include a full breakdown of responses through each methodology.

4.5 All reports shall be produced for colleagues at DfE in the format required, including an executive summary and key findings relating to each of the questions for the study as well as recommendations for Government and the Sector.

4.6 The Contractor shall put the following structures in place to ensure high quality reports:

- Provide the Department with a detailed outline of the report structure for review and approval in advance prior to work beginning on draft reports, and approved by the Department;
- The project Directors shall play the leading role in the analysis and the preparation of the report / debrief. Project directors shall also be actively involved in report writing, writing all or at least key sections of a report and reviewing all other sections. A second director will undertake a final review of the report before it is submitted.

- Make full use of tables and diagrams to create visual interest and to represent indepth interview findings in accessible way.
- Make full use of direct quotes to 'bring the findings to life'.
- Discussing the key findings and evidence from the research with DfE before preparing our report. This gives the contractor the opportunity to review the findings with the Department and to identify any gaps/further analysis required for the report;
- All chapters of report are reviewed by the Project Director (after every draft), offering a general sense/message of report conducted by a Director less involved in report production (after every draft); spelling and grammar check (after first and final draft).

4.7 The Contract allows for drafting, quality assurance and responding to comments, to produce a high quality final document suitable for publication.

4.8 The Contractor shall also present the findings to the DfE and the research steering group.

4.9 The table below shows timetabled points at which the Contractor shall provide draft (unless otherwise specified) interim or full findings to the Department.

#### **SCHEDULE OF WORK**

<b>Task</b>	<b>Output</b>	<b>Date Required</b>
Regular progress updates	Weekly progress update	Weekly from start to completion of the study
Feasibility phase report	Delivery of draft report for comment	End of October 2018
Interim report	Delivery of draft report for comment	End of March 2019
Final report - draft	Delivery of draft report for comment	October 2019

## **5. Staffing**

5.1 IFF Research shall be the lead contractor for this contract:

- [REDACTED] and [REDACTED], Directors will co-direct the project, with responsibility for ensuring the research meets your aims and objectives, is delivered on time, and adheres to high quality standards.

- [REDACTED], Research Manager who will be Project Manager for the study with overall responsibility for timing and resourcing.

5.2 The Contractor shall deploy the following senior researchers on this contract:

- [REDACTED], Research Manager
- [REDACTED], Senior Research Executive
- [REDACTED], Research Executive

5.3 The Department for Education shall deploy the following individuals on this contract:

- [REDACTED] <REDACTED> **Research Officer**, will be the Project Manager for this Study. <REDACTED> [REDACTED] responsible for the day-to-day management of the project, ensuring the project keeps to time and budget, reviewing fieldwork tools and reports and working closely with the contractor to ensure the objectives of the study are fulfilled.
- [REDACTED] **policy lead** will work closely with the Project Manager reviewing fieldwork tools and reports and liaising with the contractor to ensure the research is responsive to inform policy development.

## 6. STEERING COMMITTEE

6.1 The DfE Project Manager shall set up a Steering Committee for the Project, consisting of representatives from the Department, the Contractor, and any other key organisations whom the project will impact on, to be agreed between the parties. The function of the Steering Committee shall be to review the scope and direction of the Project against its aims and objectives, monitor progress and efficiency, and assess, manage and review expected impact and use of the findings from the Project against an agreed Project Communication Plan, through the standard Department Communication Plan Template. The Committee shall meet at times and dates agreed by the parties, or in the absence of agreement, specified by the Department. The Contractor's representatives on the Steering Committee shall report their views on the progress of the Project to the Steering Committee in writing if requested by the Department. The Contractor's representatives on the Steering Committee shall attend all meetings of the Steering Committee unless otherwise agreed by the Department.

## 7. Risk Management

Risk	Level of risk	Potential impact	Measures to minimise the risk
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<b>Missing data in quantitative data collection</b>	Medium	Medium	<p>With a survey that is designed for completion by multiple audiences, there is a chance that some local authorities will respond to some parts and not to others.</p> <p>There are a number of strategies that the Contractor can take to combat this which include:</p> <ul style="list-style-type: none"> <li>- Simply reporting each question on an 'all answering' basis;</li> <li>- In-filling data using models based on those who have provided responses.</li> </ul> <p>The latter approach may be difficult to do reliably given the overall number of responses to the survey but the Contractor shall explore both options at the data analysis stage.</p>
<b>Lower than anticipated response rates</b>	Medium	High	<p>Local authorities are a difficult audience to engage and hence there are several strategies to achieve as high a response rate as possible. These include using an advanced letter (on DfE letterhead) to add weight to the survey. If at all possible the DfE, in conjunction with the Contractor, can seek to secure ADCS approval for the survey in advance.</p> <p>The research includes a core online completion option, alongside having a paper version available to use in telephone chasing to encourage response.</p> <p>The contractor has included a relatively long fieldwork period which allows time for a series of reminders. In the event that response rates fall short of those then there is some room within the timetable to extend fieldwork slightly without impacting substantially on reporting deadlines.</p> <p>Another option would be to allow the possibility of completing the survey over the telephone (although this would have some cost implications).</p>
<b>Inadvertent disclosure of data</b>	Low/medium	High	<p>With a very small survey sample, there is a risk that individual local authorities will be identifiable in the final dataset from their answers. Our suggestion is to provide a set of data tables which show aggregate data which would remove this risk entirely. The report will avoid showing results on very low base sizes that might risk inadvertent disclosure.</p>
<b>Risks for qualitative data collection</b>			

<b>Children/families unwilling to take part in the research</b>	Low	High	It is inevitable that some families will not be keen to participate. The Contractor shall emphasise that participation offers the opportunity to have their say in how people in similar circumstances are supported in future, and the contractor shall guarantee confidentiality of response. The Contractor shall work closely with the social workers/other LA contacts to understand how best
			to 'sell' participation. If response is lower than expected the Contractor shall work with the LAs and DfE team to understand how to overcome this; initial ideas might be raising the incentive or reducing the time commitment required by children/families. The Contractor shall work flexibly to accommodate the needs of the participants.
<b>Participants dropout of interview appointments</b>	High	High	Aim to 'frontload' interviews into the early part of fieldwork so there is time to rearrange interviews with those who drop out (either by rearranging appointments with the original individuals or conducting interviews with replacements). The Contractor shall conduct interviews at a place and time of the participants' choosing: this reduces the chance of respondents dropping out by 'taking the interview to them'.
<b>Participants unwilling to be honest/candid</b>	Medium	High	Clearly warn participants what discussions will cover, so that those who agree to take part have already bought into the more sensitive aspects of the topic. In addition, the Contractor shall: <ul style="list-style-type: none"> <li>• Give reassurances at recruitment and within interview of total anonymity;</li> <li>• Back up verbal reassurances with reassurance letters/emails;</li> <li>• Ensure topic guide uses non-judgemental language and carefully brief interviewers to do the same.</li> </ul>

## 8. Data Collection

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

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

- only data essential to the project shall be collected;
- data should be collected electronically where appropriate/preferred;



- questionnaires should be pre-populated wherever possible and appropriate;
- schools must be given at least four working weeks to respond to the exercise from the date they receive the request; and
- LAs should receive at least two weeks, unless they need to approach schools in which case they too should receive 4 weeks to respond;

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

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

## **9. CONSENT ARRANGEMENTS**

9.1 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**

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

### **End of Schedule One**

## **SCHEDULE TWO**

### **1 Eligible expenditure**

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

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

**Table**

<b>Project Milestone</b>	<b>Payment Amount</b>	<b>Payment Date</b>
2018/19 financial year		
Feasibility study: Design and set-up		15/09/2018
Feasibility study: Completion of fieldwork with local authorities, Agreement of report.		31/10/2018
Quantitative survey: Design and set-up		15/11/2018
Quantitative survey: Completion of 50% of fieldwork		31/12/2018
Quantitative survey: Completion of all fieldwork		15/02/2019

<b>Total 2018-19</b>		
2019/20 financial year		
Local authority qualitative research: Design and set-up		30/04/20 19
Families qualitative work: Design and set-up		
Local authority qualitativ e research: Completi on of fieldwork		31/05/20 19
Families qualitative work: Completi on of 50% of fieldwork		15/07/20 19
Families qualitative work: Completi on of all fieldwork		31/08/20 19
Families qualitative work: Delivery of first draft of report		31/10/20 19

Families qualitative work: Delivery of final report		15/12/2019
<b>Total 2019-20</b>		
<b>Evaluation Total excluding VAT</b>	£139,792	

Expenditure for the financial year 2018-2019 shall not exceed [REDACTED] exclusive of VAT.

Expenditure for the financial year 2019-2020 shall not exceed [REDACTED] exclusive of VAT.

Total Project expenditure shall not exceed **£139,792** exclusive of VAT.

- 2 The allocation of funds in the Table may not be altered except with the prior written consent of the Department.
- 3 The Contractor shall maintain full and accurate accounts for the Project against the expenditure headings in the Table. Such accounts shall be retained for at least 6 years after the end of the financial year in which the last payment was made under this Contract. Input and output VAT shall be included as separate items in such accounts.
- 4 The Contractor shall permit duly authorised staff or agents of the Department or the National Audit Office to examine the accounts at any reasonable time and shall furnish oral or written explanations of the accounts if required. The Department reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Contractor has used the Department's resources in the performance of this Contract.
- 5 Invoices shall be submitted on the invoice dates specified in the Table, be detailed against the task headings set out in the Table and must quote the Department's Order Number. **The Purchase order reference number shall be provided by the department when both parties have signed the paperwork.** The Contractor or his or her nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Contractor on the Projects in accordance with the Contract and that the invoice does not include any

costs being claimed from any other body or individual or from the Department within the terms of another contract.

- 6 Invoices shall be sent to the **Department for Education, PO Box 407, SSCL, Phoenix House, Celtic Springs Business Park, Newport, NP10 8FZ** and/or by email to **APinvoices-DFE-U@sscl.gse.gov.uk**. Invoices submitted by email must be in PDF format, with one PDF file per invoice including any supporting documentation in the same file. Multiple invoices may be submitted in a single email but each invoice must be in a separate PDF file. The Department undertakes to pay correctly submitted invoices within 10 days of receipt. The Department is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Department. Any correctly submitted invoices that are not paid within 30 days may be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998. A correct invoice is one that: is delivered in timing in accordance with the contract; is for the correct sum; in respect of goods/services supplied or delivered to the required quality (or are expected to be at the required quality); includes the date, supplier name, contact details and bank details; quotes the relevant purchase order/contract reference and has been delivered to the nominated address. If any problems arise, contact the Department's Project Manager. The Department aims to reply to complaints within 10 working days. The Department shall not be responsible for any delay in payment caused by incomplete or illegible invoices.
- 7 The Contractor shall have regard to the need for economy in all expenditure. Where any expenditure in an invoice, in the Department's reasonable opinion, is excessive having due regard to the purpose for which it was incurred, the Department shall only be liable to reimburse so much (if any) of the expenditure disallowed as, in the Department's reasonable opinion after consultation with the Contractor, would reasonably have been required for that purpose.
- 8 If this Contract is terminated by the Department due to the Contractor's insolvency or default at any time before completion of the Projects, the Department shall only be liable under paragraph 1 to reimburse eligible payments made by, or due to, the Contractor before the date of termination.
- 9 On completion of the Project or on termination of this Contract, the Contractor shall promptly draw-up a final invoice, which shall cover all outstanding expenditure incurred for the Project. The final invoice shall be submitted not later than 30 days after the date of completion of the Projects.
- 10 The Department shall not be obliged to pay the final invoice until the Contractor has carried out all the elements of the Projects specified as in Schedule 1.
- 11 It shall be the responsibility of the Contractor to ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. Provided that

all previous invoices have been duly paid, on due payment of the final invoice by the Department all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the Department shall have no further liability to make reimbursement of any kind.

## **End of Schedule Two**

## **SCHEDULE THREE**

### **1. Contractor's Obligations**

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

### **2. Department's Obligations**

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

### **3. Changes to the Department's Requirements**

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

#### **4. Management**

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

#### **5. Contractor's Employees and Sub-Contractors**

- 5.1 Where the Contractor enters into a 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 Subcontractor 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 subcontractor from performing the Project and shall provide a suitable replacement (at no cost to the Department).
- 5.7. The Contractor shall take all reasonable steps to avoid changes of employees or sub-contractors assigned to and accepted to perform the Project under the Contract except whenever changes are unavoidable or of a temporary nature. The Contractor shall give at least four week's written notice to the Project Manager of proposals to change key employees or sub-contractors

## **6. Ownership of Intellectual Property Rights, Copyright & Licence to the Department**

- 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 license without payment of royalty or other sum by the Department in the Copyright to:
  - 6.2.1 to 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 to exercise all rights of a similar nature as those described in Clause 6.2.1 above which may be conferred in respect of any Copyright Work by the laws from time to time in all other parts of the world
- 6.3 The Contractor now undertakes to the Department as follows:



- 6.3.1 not to assign in whole or in part the legal or beneficial title in any Copyright to any person, firm or company without the prior written consent of the Department the granting of which consent shall be at its absolute discretion.
- 6.3.2 to procure that the Contractor is entitled both legally and beneficially to all Copyright.
- 6.3.3 to record or procure the recording on each and every Copyright Work the name of the author or authors and the date on which it was created and retain safely in its possession throughout the duration of the Copyright all Original Copyright Works.
- 6.3.4 in respect of the Original Copyright Works to:
  - 6.3.5 supply copies on request to the Department the reasonable costs in respect of which the Department will pay; and
  - 6.3.6 allow inspection by an authorised representative of the Department on receiving reasonable written notice;
  - 6.3.7 to take all necessary steps and use its best endeavours to prevent the infringement of the Copyright by any person, firm or company which shall include an obligation on the part of the Contractor to commence and prosecute legal proceedings for any threatened or actual infringement where there is a reasonable chance of success and account to the Department after the deduction of all legal expenses incurred in any such proceedings for one half of all damages paid whether by order, settlement or otherwise.
  - 6.3.8 to waive or procure the waiver of any and all moral rights (as created by chapter IV of the Act) of authors of all Copyright Works be waived; and
  - 6.3.9 not to demand and to procure that where any further licences are granted by the Contractor otherwise than to the Department the Licensees thereof do not demand any payment in whatever form and from any person, firm or company directly or indirectly for the undertaking of any of the acts restricted by the Copyright (as defined in section 16 of the Act) in relation to any Copyright Work except in so far as any demand or payment received represents only the reasonable costs which might normally be incurred in respect of such an act.
- 6.4 The Contractor now warrants to the Department that all Works:
  - 6.4.1 will not infringe in whole or in part any copyright or like right or any other intellectual property right of any other person (wheresoever) and agrees to indemnify and hold harmless the Department against any and all claims, demands, proceedings, damages, expenses and

losses including any of a consequential nature arising directly or indirectly out of any act of the Department in relation to any Work, where such act is or is alleged to be an infringement of a third party's copyright or like right or other intellectual property rights (wheresoever).

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

## **7. Data Protection Act**

- 7.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Department is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do is listed in Schedule 4 by the Department and may not be determined by the Contractor.
- 7.2. The Contractor shall notify the Department immediately if it considers that any of the Department's instructions infringe the Data Protection Legislation.
- 7.3. The Contractor shall provide all reasonable assistance to the Department in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Department, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
  - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 7.4. The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
- (a) process that Personal Data only in accordance with Schedule 4, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Department before processing the Personal Data unless prohibited by Law;
  - (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Department as appropriate to protect against a Data Loss Event having taken account of the: (i) nature of the data to be protected;

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

7.5. Subject to clause 7.6, the Contractor shall notify the Department immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Data Loss Event.
- 7.6. The Contractor's obligation to notify under clause 7.5 shall include the provision of further information to the Department in phases, as details become available.
- 7.7. Taking into account the nature of the processing, the Contractor shall provide the Department with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 7.5 (and insofar as possible within the timescales reasonably required by the Department) including by promptly providing:
- (a) the Department with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Department to enable the Department to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Department, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Department following any Data Loss Event;
  - (e) assistance as requested by the Department with respect to any request from the Information Commissioner's Office, or any consultation by the Department with the Information Commissioner's Office.
- 7.8. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
- (a) the Department determines that the processing is not occasional;
  - (b) the Department determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data

relating to criminal convictions and offences referred to in Article 10 of the GDPR; and

- (c) the Department determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

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

## **8. Departmental Security Standards**

- 8.1. The Contractor shall comply with Departmental Security Standards for Contractors which include but are not constrained to the following clauses.
- 8.2. Where the Contractor will provide ICT products or services or otherwise handle information at OFFICIAL on behalf of the Department, the requirements under Cabinet Office Procurement Policy Note – Use of Cyber

Essentials Scheme certification - Action Note 09/14 25 May 2016, or any subsequent updated document, are mandated; that “contractors supplying products or services to HMG shall have achieved, and retain certification at the appropriate level, under the HMG Cyber Essentials Scheme”. The certification scope must be relevant to the services supplied to, or on behalf of, the Department.

- 8.3 The Contractor shall be able to demonstrate conformance to, and show evidence of such conformance to the ISO/IEC 27001 (Information Security Management Systems Requirements) standard, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).
- 8.4 The Contractor shall follow the UK Government Security Classification Policy (GSCP) in respect of any Departmental Data being handled in the course of providing this service, and will handle this data in accordance with its security classification. (In the event where the Contractor has an existing Protective Marking Scheme then the Contractor may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Departmental Data).
- 8.5 Departmental Data being handled in the course of providing an ICT solution or service must be segregated from all other data on the Contractor’s or subcontractor’s own IT equipment to protect the Departmental Data and enable the data to be identified and securely deleted when required. In the event that it is not possible to segregate any Departmental Data then the Contractor and any sub-contractor shall be required to ensure that it is stored in such a way that it is possible to securely delete the data in line with Clause 1.14.
- 8.6 The Contractor shall have in place and maintain physical security, in line with those outlined in ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g. door access) to premises and sensitive areas
- 8.7 The Contractor shall have in place and maintain an access control policy and process for the logical access (e.g. identification and authentication) to ICT systems to ensure only authorised personnel have access to Departmental Data.
- 8.8 The Contractor shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Departmental Data, including but not limited to: physical security controls; good industry standard policies and process; anti-virus and firewalls; security updates and up-to-date patching regimes for anti-virus solutions; operating systems, network devices,

and application software, user access controls and the creation and retention of audit logs of system use.

- 8.9 Any data in transit using either physical or electronic transfer methods across public space or cyberspace, including mail and couriers systems, or third party provider networks must be protected via encryption which has been certified to FIPS 140-2 standard or a similar method approved by the Department prior to being used for the transfer of any Departmental Data.
- 8.10 Storage of Departmental Data on any portable devices or media shall be limited to the absolute minimum required to deliver the stated business requirement and shall be subject to Clause 1.11 and 1.12 below.
- 8.11 Any portable removable media (including but not constrained to pen drives, flash drives, memory sticks, CDs, DVDs, or other devices) which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the contractor or (sub)contractors providing the service, shall be both necessary to deliver the service and shall be encrypted using a product which has been certified to FIPS140-2 standard or another encryption standard that is acceptable to the Department.
- 8.12 All portable ICT devices, including but not limited to laptops, tablets, smartphones or other devices, such as smart watches, which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the contractor or subcontractors providing the service, and shall be necessary to deliver the service. These devices shall be full-disk encrypted using a product which has been certified to FIPS140-2 standard or another encryption standard that is acceptable to the Department.
- 8.13 Whilst in the Contractor's care all removable media and hardcopy paper documents containing Departmental Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation.
- 8.14 When necessary to hand carry removable media and/or hardcopy paper documents containing Departmental Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This clause shall apply equally regardless of whether the material is being carried inside or outside of company premises.

- 8.15 At the end of the contract or in the event of equipment failure or obsolescence, all Departmental information and data, in either hardcopy or electronic format, that is physically held or logically stored on the Contractor's ICT infrastructure must be securely sanitised or destroyed and accounted for in accordance with the current HMG policy using a NCSC approved product or method. Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as a Storage Area Network (SAN) or shared backup tapes, then the Contractor or subcontractor shall protect the Department's information and data until the time, which may be long after the end of the contract, when it can be securely cleansed or destroyed.
- 8.16 Access by Contractor or sub-contractor staff to Departmental Data shall be confined to those individuals who have a "need-to-know" in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Department. All Contractor or sub-contractor staff must complete this process before access to Departmental Data is permitted.
- 8.17 All Contractor or sub-contractor employees who handle Departmental Data must have annual awareness training in protecting information.
- 8.18 The Contractor shall, as a minimum, have in place robust Business Continuity arrangements and processes including IT disaster recovery plans and procedures that conform to ISO 22301 to ensure that the delivery of the contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency or crisis to the services delivered. If a ISO 22301 certificate is not available the supplier will provide evidence of the effectiveness of their ISO 22301 conformant Business Continuity arrangements and processes including IT disaster recovery plans and procedures. This should include evidence that the Contractor has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.
- 8.19 Any suspected or actual breach of the confidentiality, integrity or availability of Departmental Data being handled in the course of providing this service, or any non-compliance with these Departmental Security Standards for Contractors, or other Security Standards pertaining to the solution, shall be investigated immediately and escalated to the Department by a method agreed by both parties.
- 8.20 The Contractor shall ensure that any IT systems and hosting environments that are used to handle, store or process Departmental Data shall be subject to independent IT Health Checks (ITHC) using a NCSC approved ITHC provider



before go-live and periodically (at least annually) thereafter. The findings of the ITHC relevant to the service being provided are to be shared with the Department and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required.

- 8.21 The Contractor or sub-contractors providing the service will provide the Department with full details of any storage of Departmental Data outside of the UK or any future intention to host Departmental Data outside the UK or to perform any form of ICT management, support or development function from outside the UK. The Contractor or sub-contractor will not go ahead with any such proposal without the prior written agreement from the Department.
- 8.22 The Department reserves the right to audit the Contractor or sub-contractors providing the service within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the service being supplied and the Contractor's, and any sub-contractors, compliance with the clauses contained in this Section.
- 8.23 The Contractor shall contractually enforce all these Departmental Security Standards for Contractors onto any third-party suppliers, sub-contractors or partners who could potentially access Departmental Data in the course of providing this service.
- 8.24. The Contractor and sub-contractors shall undergo appropriate security assurance activities as determined by the Department. Contractor and subcontractors shall support the provision of appropriate evidence of assurance and the production of the necessary security documentation such as completing the DfE Security Assurance Model (DSAM) process or the Business Service Assurance Model (BSAM). This will include obtaining any necessary professional security resources required to support the Contractor's and subcontractor's security assurance activities such as: a NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Professional (CCP) Security and Information Risk Advisor (SIRA).

## **9. Warranty and Indemnity**

- 9.1. The Contractor warrants to the Department that the obligations of the Contractor under this Contract will be performed by appropriately qualified and trained personnel with reasonable skill, care and diligence and to such high standards of quality as it is reasonable for the Department to expect in all the circumstances. The Department will be relying upon the Contractor's skill, expertise and experience in the performance of the Project and also upon the accuracy of all representations or statements made and the advice

given by the Contractor in connection with the performance of the Project and the accuracy of any documents conceived, originated, made or developed by the Contractor as part of this Contract. The Contractor warrants that any goods supplied by the Contractor forming part of the Services will be of satisfactory quality and fit for their purpose and will be free from defects in design, material and workmanship.

- 9.2. Without prejudice to any other remedy, if any part of the Project is not performed in accordance with this Contract then the Department shall be entitled, where appropriate to:
  - 9.2.1. require the Contractor promptly to re-perform or replace the relevant part of the Project without additional charge to the Department; or
  - 9.2.2. assess the cost of remedying the failure ("the assessed cost") and to deduct from any sums due to the Contractor the Assessed Cost for the period that such failure continues.
- 9.3. The Contractor shall be liable for and shall indemnify the Department in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to the Department or otherwise arising out of or in the course of or caused by the performance of the Project.
- 9.4. Without prejudice to any other exclusion or limitation of liability in this Contract, the liability of the Contractor for any claim or claims under this Contract shall be limited to such sums as it would be just and equitable for the Contractor to pay having regard to the extent of his responsibility for the loss or damage giving rise to such claim or claims etc.
- 9.5. All property of the Contractor whilst on the Department's premises shall be there at the risk of the Contractor and the Department shall accept no liability for any loss or damage howsoever occurring to it.
- 9.6. The Contractor shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Contract. The Contractor shall upon request produce to the Department, it's policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

## 10. Termination

10.1. This Contract may be terminated by either party giving to the other party at least 30 days notice in writing.

10.2. In the event of any breach of this Contract by either party, the other party may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the party not in breach may terminate this Contract with immediate effect by notice in writing.

10.3. In the event of a material breach of this Contract by either party, the other party may terminate this Contract with immediate effect by notice in writing.

10.4. This Contract may be terminated by the Department with immediate effect by notice in writing if at any time:-

10.4.1 the Contractor passes a resolution that it be wound-up or that an application be made for an administration order or the Contractor applies to enter into a voluntary arrangement with its creditors; or

10.4.2 a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Contractor's property, assets or any part thereof; or

10.4.3 the court orders that the Contractor be wound-up or a receiver of all or any part of the Contractor's assets be appointed; or

10.4.4 the Contractor is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986.

10.4.5 there is a change in the legal or beneficial ownership of 50% or more of the Contractor's share capital issued at the date of this Contract or there is a change in the control of the Contractor, unless the Contractor has previously notified the Department in writing. For the purpose of this Sub-Clause 10.4.5 "control" means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person by means of the holding of shares or the possession of voting power.

10.4.6 the Contractor is convicted (or being a company, any officers or representatives of the Contractor are convicted) of a criminal offence related to the business or professional conduct

10.4.7 the Contractor commits (or being a company, any officers or representatives of the Contractor commit) an act of grave misconduct in the course of the business;

10.4.8 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to the payment of Social Security contributions;

10.4.9 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to payment of taxes;

10.4.10 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to disclose any serious misrepresentation in supplying information required by the Department in or pursuant to this Contract.

10.5 Nothing in this Clause 10 shall affect the coming into, or continuance in force of any provision of this Contract which is expressly or by implication intended to come into force or continue in force upon termination of this Contract.

## **11. Status of Contractor**

11.1 In carrying out its obligations under this Contract the Contractor agrees that it will be acting as principal and not as the agent of the Department.

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

## **12. Freedom of information**

12.1 The Contractor acknowledges that the Department is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Department to enable the Department to comply with its information disclosure obligations.

12.2 The Contractor shall and shall procure that its Sub-contractors shall:

12.2.1 transfer to the Department all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;

12.2.2 provide the Department with a copy of all Information in its possession, or power in the form that the Department requires within

five Working Days (or such other period as the Department may specify) of the Department's request; and

12.2.3 provide all necessary assistance as reasonably requested by the Department to enable the Department to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

12.3 The Department shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

12.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Department.

12.5 The Contractor acknowledges that (notwithstanding the provisions of Clause 13) the Department may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("**the Code**"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Project:

12.5.1 in certain circumstances without consulting the Contractor; or

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

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

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

### **13. CONFIDENTIALITY**

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

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

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

13.2 Clause 13 shall not apply to the extent that:

13.2.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to clause 12 (Freedom of Information);

13.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

13.2.3 such information was obtained from a third party without obligation of confidentiality;

13.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or

13.2.5 it is independently developed without access to the other party's Confidential Information.

13.3 The Contractor may only disclose the Department's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.

13.4 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Department's Confidential Information received otherwise than for the purposes of this Contract.

13.5 At the written request of the Department, the Contractor shall procure that those members of the Contractor Personnel identified in the Department's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Contract.

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

13.6.1 to any Crown Body or any other Contracting Department. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be

disclosed to a third party which is not part of any Crown Body or any Contracting Department;

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

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

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

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

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

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

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

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

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

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

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

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

- 15.1 The Contractor shall, at no cost to the Department, promptly provide such assistance and comply with such timetable as the Department may reasonably require for the purpose of ensuring an orderly transfer of responsibility upon the expiry or other termination of this Contract. The Department shall be entitled to require the provision of such assistance both prior to and, for a reasonable period of time after the expiry or other termination of this Contract.
- 15.2 Such assistance may include (without limitation) the delivery of documents and data in the possession or control of the Contractor which relate to this Contract, including the documents and data, if any, referred to in the Schedule.
- 15.3 The Contractor undertakes that it shall not knowingly do or omit to do anything that may adversely affect the ability of the Department to ensure an orderly transfer of responsibility.

**16. Tax indemnity**

16.1 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.

16.2 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.

16.3 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 16.1 and 16.2 above or why those Clauses do not apply to it.



16.4 A request under Clause 16.3 above may specify the information which the Contractor must provide and the period within which that information must be provided.

16.5 The Department may terminate this contract if-

(a) in the case of a request mentioned in Clause 16.3 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 16.1 and 16.2 above or why those Clauses do not apply to it;

(b) in the case of a request mentioned in Clause 16.4 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 16.1 and 16.2 apply, the Contractor is not complying with those Clauses.

16.6 The Department may supply any information which it receives under Clause 16.3 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

16.7 The Contractor warrants and represents to the Department that it is an independent contractor and, as such, bears sole responsibility for the payment of tax and national insurance contributions which may be found due from it in relation to any payments or arrangements made under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.

16.8 The Contractor will account to the appropriate authorities for any income tax, national insurance, VAT and all other taxes, liabilities, charges and duties relating to any payments made to the Contractor under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.

16.9 The Contractor shall indemnify Department against any liability, assessment or claim made by the HM Revenue and Customs or any other relevant authority arising out of the performance by the parties of their obligations under this Contract (other than in respect of employer's secondary national insurance contributions) and any costs, expenses, penalty fine or interest incurred or payable by Department in connection with any such assessment or claim.

16.10 The Contractor authorises the Department to provide the HM Revenue and Customs and all other departments or agencies of the Government with any information which they may request as to fees and/or expenses paid or due to be paid under this

Contract whether or not Department is obliged as a matter of law to comply with such request.

**17. Amendment and variation**

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

**18. Assignment and Sub-contracting**

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

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

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

**20. Waiver**

- 20.1 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.

**21. Notices**

- 21.1 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.

**22. Dispute resolution**

- 22.1 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.
- 22.2 Any dispute not capable of resolution by the parties in accordance with the terms of Clause 21 shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.
- 22.3 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.

### **23. Law and Jurisdiction**

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

### **24. Discrimination**

- 24.1 The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment.
- 24.2 The Contractor shall take all reasonable steps to secure the observance of Clause 24.1 by all servants, employees or agents of the Contractor and all suppliers and subcontractors employed in the execution of the Contract.

### **25. Safeguarding children who participate in research**

- 25.1 The Contractor will put in place safeguards to protect children from a risk of significant harm which could arise from them taking part in the Project. The Contractor will agree these safeguards with the Department before commencing work on the Project.
- 25.2 In addition, the Contractor will carry out checks with the Disclosure and Barring Service (DBS checks) on all staff employed on the Project in a Regulated Activity. Contractors must have a DBS check done every three years for each relevant member of staff for as long as this contract applies. The DBS check must be completed before any of the Contractor's employees work with children in Regulated Activity. Please see <https://www.gov.uk/crb-criminal-records-bureaucheck> for further guidance.

### **26. Project outputs**

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

### **End of Schedule Three**

**SCHEDULE FOUR: Processing, Personal Data and Data Subjects****Schedule 4 Processing, Personal Data and Data Subjects**

The Contractor shall comply with any further written instructions with respect to processing by the Department.

Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	The aim of the research is to develop a clear picture of the experience, needs and outcomes of children that have been transferred to England to date to join family or relatives, and for a comprehensive understanding of the challenges facing local authorities supporting them. The evaluation shall process data collected via: quantitative data collection exercises with local authorities; qualitative case studies with local authorities; and qualitative research with children and families.
Duration of the processing	The data will be processed between August 2018 and December 2019.

Nature and purposes of the processing	<p>The purpose of the processing of this data is to allow evidence to be presented that provides a clear picture of the experience, needs and outcomes of children that have been transferred to England to date to join family or relatives, and for a comprehensive understanding of the challenges facing local authorities supporting them. The findings will be used to inform policy development on how the process can be strengthened or improved to support families and promote children being able to stay living with their family or relatives as planned.</p> <p>The nature of the processing includes the collection, recording, organisation, structuring and storage of the following data on children who have joined family in England under the Dublin III Regulations:</p> <ul style="list-style-type: none"> <li>• Quantitative data on children and their families held by local authorities;</li> <li>• Qualitative data collected from local authority staff;</li> <li>• Qualitative data collected from children, and their families, who have joined family in England under Dublin III Regulations.</li> </ul> <p>The processing of any additional data will be included in a further contract variation as required.</p> <p>The Contractor will share the data with the:</p>
	<ul style="list-style-type: none"> <li>• Authorised sub-contractors specified within the contract, and with whom the Contractor has a sub-contract in place;</li> <li>• Authorised teams within the Department for Education; and,</li> <li>• Authorised persons or institutions, agreed with the Department, with a legitimate research use for the data in accordance with data protection law, for example the UK Data Archive.</li> </ul>

Type of Personal Data	<p>The list of data will be agreed during and as part of the feasibility phase and included in a variation to contract once this has been completed.</p> <p><b>Feasibility stage:</b> Names, telephone numbers and email addresses will be collected for the purposes of contacting participants in the research, arranging the feasibility fieldwork and interviews with other stakeholders.</p> <p>Information collected through interviews with local authorities on topics including:</p> <ul style="list-style-type: none"> <li>• Understand the process for recording the children transferred and what information and details are kept on file by local authorities;</li> <li>• Discuss (and if possible view) the data held about each child and the quality of contact details held (and whether this is different for children arriving before or during/after Operation Purnia);</li> <li>• Establish the processes for securing access to the data and have an initial discussion on the possibility of child-level data collection vs. aggregate;</li> <li>• Understand the ongoing contact that the local authority has with the children and families, and how this is recorded;</li> <li>• Show and invite comments on the plan for conducting the remaining stages of the research;</li> <li>• Consider how the approach can minimise the burden on local authorities.</li> </ul> <p><b>Quantitative data collection from local authorities:</b> Names, telephone numbers and email addresses will be collected for the purposes of contacting participants in the research, arranging the feasibility fieldwork and interviews with other stakeholders.</p> <p>Information collected through the quantitative data collection with authorities includes:</p>
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	<ul style="list-style-type: none"> <li>• The number of children that they have dealt with under the Dublin III Regulation or as Calais family cases;</li> <li>• How these split between children arriving before Operation Purnia, during it and afterwards;</li> <li>• how many (and which) families were/ have been subject to an initial check and family assessment? What was the outcome?</li> <li>• whether the child was initially able to live with the named relative;</li> <li>• the number/ proportion of children who are still living with that named relative;</li> <li>• if not, who are they now living with;</li> <li>• The challenges faced by the local authority in facilitating these arrangements;</li> <li>• How successfully the local authority feels that they are able to cater for these children;</li> <li>• how many were referred to early help services? What services were they referred to?</li> <li>• The number in receipt of early help services and the types of services accessed;</li> <li>• The non-statutory services that the local authority would like to be able to provide to better meet the needs of arriving children.</li> <li>• The number of children who are now looked after by the local authority and the circumstances that led to that?</li> <li>• Where family breakdowns occurred, the circumstances that led to that</li> <li>• How many have had a missing episode reported or been reported as long-term missing?</li> <li>• how many children were subsequently designated a child in need?</li> </ul> <p><b>Qualitative case studies with local authorities:</b></p> <p>Names, telephone numbers and email addresses will be collected for the purposes of contacting participants in the research, arranging the interviews.</p> <p>Information collected through interviews with local authorities on topics including:</p> <ul style="list-style-type: none"> <li>• How processes for reuniting children with families are handled by local authorities and the support that is provided initially;</li> <li>• Factors that influence how successful this process of reuniting children with families are;</li> </ul>
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	<ul style="list-style-type: none"><li>• Issues children and families face, ongoing support that families need in order to remain together and the approaches that the authority takes to providing these;</li><li>• Challenges to remaining in contact;</li></ul>
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	<ul style="list-style-type: none"> <li>• Support needs that are difficult to address and how services could be provided in future.</li> </ul> <p><b>Qualitative interviews with children and families:</b> Names, telephone numbers and email addresses will be collected for the purposes of contacting participants in the research, arranging the interviews.</p> <p>Information collected through interviews with children and families including:</p> <ul style="list-style-type: none"> <li>• Understanding everyday life</li> <li>• Hearing about the opportunity to reunite</li> <li>• The journey to being reunited</li> <li>• Access to support</li> <li>• Arrangement stress points and/or arrangement breakdown</li> <li>• Overall improvements, reflections and prioritisation.</li> </ul>
Categories of Data Subject	<p>The categories of data subjects includes:</p> <ul style="list-style-type: none"> <li>• Children joining family in England under the Dublin III Regulation;</li> <li>• Family members of children joining family in England under the Dublin III Regulation;</li> <li>• Lead contacts and staff in local authorities;</li> <li>• A range of key stakeholders in the local authority for example: NGOs and Home Office contacts.</li> </ul>

<p>Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data</p>	<p><i>How long the Contractor will keep data is separated into two categories. .</i></p> <p><b>CONFIDENTIAL</b> (broadly, regular Job folders) and <b>RESTRICTED</b> (broadly, Secure Files job folders) <b>which includes any files containing personally identifiable information.</b></p> <p><i>Data retention is governed by this classification. Confidential data is included as part of the Contractor's general Business Continuity procedures by way of daily incremental backups (backups are encrypted in transit and at rest). A backup period covers one calendar month after which a new backup set will be established. The previous backup sets will be retained for 12 months, for archival purposes and for potential data recovery requests which extend beyond a previous months archives. All data backups are fully indexed. Maintaining file, file contents search capability via backup application interface. Backups are accessible only by the Contractor's IT administrative staff, with access governed by the Associate Director of IT.</i></p> <p><i>Restricted data backups are handled separately to general Business Continuity procedures. Broadly speaking similar processes surround the backup processes. The backups are accessible only by the Associate Director of IT and data recovery procedures are subject to restricted data access controls (with data controller authority) as detailed below.</i></p> <p><i>RESTRICTED data is stored encrypted, in a restricted area of the</i></p>
	<p><i>Contractor's system and subject to access controls. A data controller (Research Manager) manages access rights based on the principle of least privilege, with access right grants and revokes on demand. The entire process of restricted data access is in addition to controls, audited down to file level for who did what and when.</i></p> <p><i>CONFIDENTIAL data is accessible only via an authorised logon accounts.</i></p> <p><i>Data destruction principals follow guidelines issued via DoD 5220.22-M. Depending on the task at hand (determined by the granularity of the data in question) two data sanitisation applications will be employed. Microsoft SDELETE (for file level deletion demands) and Active@ ZDelete for broader (folder\subfolder or volume) deletion demands.</i></p> <p><i>Survey data transferred as outputs to the Department / the Data Archive will be anonymised and transferred using a secure FTP site.</i></p>

End of Schedule Four

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

**Signature**

[REDACTED]

**Name in CAPITALS**

[REDACTED] [REDACTED]

**Position and Address**

DEPUTY DIRECTOR  
DEPARTMENT FOR EDUCATION  
SANCTUARY BUILDINGS  
GREAT SMITH STREET  
LONDON  
SW1P 3BT

**Date**

22/8/2018

Authorised to sign for and on  
behalf of the Contractor

**Signature**

[REDACTED]

**Name in CAPITALS**

[REDACTED] [REDACTED]

**Position and Address**

DIRECTOR  
IFF RESEARCH  
ST MAGNUS HOUSE  
3 LOWER THAMES ST  
LONDON  
EC3R 6HD

**Date**

22/8/2018