



Department for Education

CONTRACT FOR TECHNICAL EDUCATION LEARNER SURVEY

PROJECT REFERENCE NO: DFERPPU/2019/052

This Contract is dated 24/02/2021

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) NatCen Social Research whose registered office is 35 Northampton Square, London, EC1V 0AX (“the Contractor”).

Recitals

The Contractor has agreed to undertake the Project on the terms and conditions set out in this Contract. The Department's reference number for this Contract is DFERPPU/2019/052.

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 31st December 2024.

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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”	Alice Bull; Sanctuary Buildings, London, SW1P 3BT; 07876 39848; alice.bull@education.gov.uk Oliver Rosenshaw; Sanctuary Buildings, London, SW1P 3BT; 07388 372249; oliver.rosenshaw@education.gov.uk
“the Contractor’s Project Manager”	Martin Wood; 35 Northampton Square, London, EC1V 0AX; 020 7250 1866; martin.wood@natcen.ac.uk
“the Act and the Regulations”	means the Copyright Designs and Patents Act 1988 and the Copyright and Rights in Databases Regulations 1997;
“Affiliate”	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
“BPSS” “Baseline Personnel Security Standard”	a level of security clearance described as pre-employment checks in the National Vetting Policy. Further Information can be found at: https://www.gov.uk/government/publications/government-baseline-personnel-security-standard ;
“CC” “Common Criteria”	the Common Criteria scheme provides assurance that a developer’s claims about the security features of their product are valid and have been independently tested against recognised criteria;
“CCP” “Certified Professional”	is a NCSC scheme in consultation with government, industry and academia to address growing need for specialists in the cyber security profession and building a community of recognised professionals in both the UK public and private sectors. See website: https://www.ncsc.gov.uk/scheme/certified-professional ;
“CCSC” “Certified Cyber Security Consultancy”	is NCSC’s approach to assessing the services provided by consultancies and confirming that they meet NCSC’s standards. This approach builds on the strength of CLAS and certifies the competence of suppliers to deliver a wide and complex range of cyber security consultancy services to both the public and private sectors. See website: https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy ;
"Commercially Sensitive Information"	information of a commercially sensitive nature relating to the Contractor, its IPR or its business or which the Contractor has indicated to the Department that, if

	disclosed by the Department, would cause the Contractor significant commercial disadvantage or material financial loss;
"Confidential Information"	means all information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including but not limited to information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party and commercially sensitive information which may be regarded as the confidential information of the disclosing party;
"Contracting Department"	any contracting authority as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than the Department;
"Contractor Personnel"	all employees, agents, consultants and Contractors of the Contractor and/or of any Sub-Contractor;
"Contractor Software"	software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services;
"Control"	means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and " Controls " and " Controlled " shall be interpreted accordingly;
"Controller"	take the meaning given in the GDPR;
"Copyright"	means any and all copyright, design right (as defined by the Act) and all other rights of a like nature which may, during the course of this Contract, come into existence in or in relation to any Work (or any part thereof);
"Copyright Work"	means any Work in which any Copyright subsists;
"CPA"	is an 'information assurance scheme' which
"Commercial Product Assurance" [formerly called "CESG Product Assurance"]	evaluates commercial off the shelf (COTS) products and their developers against published security standards. These CPA certified products Can be used by government, the wider public sector and industry. See website: https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa;
"Crown Body"	any department, office or agency of the Crown;
"Cyber Essentials"	Cyber Essentials is the government backed,
"Cyber Essentials Plus"	industry supported scheme to help organisations 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

<https://www.iasme.co.uk/apply-for-self-assessment/>;

"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:

(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:

(i) supplied to the Contractor by or on behalf of the

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

information. The policy is available at:
[https://www.gov.uk/government/publications/government-security-classifications;](https://www.gov.uk/government/publications/government-security-classifications)

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

	<p>to be afforded to information by HMG, for all routine public sector business, operations and services.</p> <p>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;</p>
"Original Copyright Work"	means the first Copyright Work created in whatever form;
"Personal Data"	take the meaning given in the GDPR;
"Personal Data Breach"	take the meaning given in the GDPR;
"Processor"	take the meaning given in the GDPR;
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
"Regulatory Bodies"	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Department and " Regulatory Body " shall be construed accordingly;
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"Secure Sanitisation"	<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 CESC. Guidance can be found at:</p> <p>https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media;</p> <p>The disposal of physical documents and hardcopy materials advice can be found at:</p> <p>https://www.cpni.gov.uk/secure-destruction;</p>
"Security and Information Risk Advisor"	the Security and Information Risk Advisor (SIRA) is a role defined under the NCSC Certified Professional (CCP) Scheme. See also:
"CCP SIRA"	

"SIRA"	https://www.ncsc.gov.uk/articles/about-certified-professional-scheme;
"SPF" "HMG Security Policy Framework"	This is the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government's Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently and securely. https://www.gov.uk/government/publications/security-policy-framework;
"Staff Vetting Procedures"	the Department's procedures and departmental policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures, including, but not limited to, the provisions of the Official Secrets Act 1911 to 1989;
"Sub-Contractor"	the third party with whom the Contractor enters into a Sub-contract or its servants or agents and any third party with whom that third party enters into a Sub-contract or its servants or agents;
"Sub-processor"	any third Party appointed to process Personal Data on behalf of the Contractor related to this Contract;
"Third Party Software"	software which is proprietary to any third party [other than an Affiliate of the Contractor] which is or will be used by the Contractor for the purposes of providing the Services, and
"Work"	means any and all works including but not limited to literary, dramatic, musical or artistic works, sound recordings, films, broadcasts or cable programmes, typographical arrangements and designs (as the same are defined in the Act) which are created from time to time during the course of this Contract by the Contractor or by or together with others at the Contractor's request or on its behalf and where such works directly relate to or are created in respect of the performance of this Contract or any part of it;
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.
1.2	References to "Contract" mean this contract (and include the Schedules). References to "Clauses" and "Schedules" mean clauses of and schedules to this Contract. The provisions of the Schedules shall be binding on the parties as if set out in full in this Contract.
1.3	Reference to the singular include the plural and vice versa and references to any gender include both genders. References to a person include any individual, firm, unincorporated association or body corporate.

SCHEDULE ONE

1 BACKGROUND

Technical Education reforms are based on the work of Lord Sainsbury's independent panel and are set out in the government's Post-16 Skills Plan. The following reforms are to be rolled out within the next 5 years, as part of the Government's ambitious framework to support individuals to secure a lifetime of skilled employment and meet the growing and changing needs of the economy.

1. The first three **T Levels** (new two-year qualifications for 16- to 19-year olds) will be available at selected providers in September 2020, with a further seven T Level subjects available in September 2021. The remaining T Levels will be introduced in 2023 and 2024. These are completely new qualifications, with a substantial industry placement. Industry placements will be external to the classroom; linked to the skills related to their course; and for a minimum duration of 315 hours.
2. Aligned to T Levels is the **Transition Programme**, a one-year programme to prepare post-16 students to take a T Level. This will be rolled out in phases from September 2020.
3. Reforms to **Higher Technical Education** (HTE = Levels 4 to 5 provision aligned to technical routes) will be introduced to learners from 2022, including, among other things, accrediting qualifications through the Institute for Apprenticeships & Tech Ed, changing the regulatory framework, and improving information, advice, and guidance.
4. Aligned to the HTE reforms, **Institutes of Technology** (IoTs), which are attached to existing HE and FE institutions, will specialise in offering Level 3 to Level 6 technical education, with an emphasis on Level 4 and Level 5, with input from local employers. The first wave of these will be opened between 2020 and 2021 and the second wave of these are scheduled to open from 2021.

2 AIM

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

- Design, conduct and manage a suite of surveys tailored to specific courses with data collection during and after courses to a high-quality.
- Produce evidence fit for the Department and other stakeholders to use to inform their understanding of and decision-making around technical education reforms.

3 OBJECTIVES

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

- Overall management of the project
- Design the questionnaire, consisting of 'core' questions for all learner groups and 'bespoke' questions for specific learner groups, seeking to maintain time-series and between-subject comparability where possible and relevant, and cover new policy concerns
- Design the sampling and weighting strategy which balances a wide range of factors and needs, so that achieved sample sizes represent the wider learner groups and allow for robust analysis of survey findings

- Sufficiently test all surveys before mainstage fieldwork, including a 'soft launch', to learn lessons and ensure best practice
- Conduct all fieldwork, with a sequential mix of online, CATI and paper self-completion interviews to ensure full sample coverage and maximised response rates
- Hold responsibility for fully quality-assured design, fieldwork, analysis and reporting
- Seek approval from the Department for all final decisions on survey design

4 TASKS

Task number	Output	Date Required
2021 SURVEYS – T Level cohort 1 wave 1, Transition Programme cohort 1		
1. Inception meeting with Department	Agenda, prepared documents and subsequent list of actions.	19/02/2021
2. Order and set-up sample	Sample request forms sent to DfE, including providing information on confirmation of set-up and checking of sample.	26/02/2021
3. Design sampling and weighting strategy	Sampling and weighting strategy sent to and agreed by DfE for: <ul style="list-style-type: none"> ▪ 1st T Level cohort; ▪ 1st Transition Programme cohort 	31/03/2021
4. Design and testing of questionnaires	<ul style="list-style-type: none"> ▪ Cognitive and usability testing for T Level and Transition Programme via 60 minute interviews. Recommendations reported to DfE. ▪ 30-40 successful pilot interviews (~1/2 of those via CATI). DfE sent pilot report with suggestions for final questionnaires. 	31/05/2021
5. Fieldwork	Staggered two-week start to check instruments and approach.. Target achieved responses of: 600 wave 1 for 1 st T Level cohort; 400 for 1 st Transition Programme cohort ¹	31/07/2021
6. Report outline and table specification	Initial skeleton report outline, including introductory chapters and table specification, sent to and agreed by DfE. This must also include a sample excerpt of writing.	13/08/2021
7. Summary slide-pack of emerging findings	High-quality slide-pack produced and presented to DfE and steering group.	27/08/2021
8. Data outputs produced	<ul style="list-style-type: none"> ▪ Microdataset(s) sent to DfE ▪ Datafile with Unique Learner Number and survey IDs sent to DfE ▪ Data map or guide of variable names, variable labels and value labels ▪ SPSS dataset of survey findings cleaned, fully coded and weighted All files to be quality-assured and sent via secure file transfer protocol to DfE	30/09/2021
9. Report and data tables	<ul style="list-style-type: none"> ▪ First, second and final report drafts delivered incorporating feedback from DfE. Fully quality-assured and meeting accessibility requirements, written in the DfE's style. ▪ Data tables in format agreed by DfE, with appropriate statistical testing applied as per DfE requirements, sent to DfE via secure file transfer protocol. 	31/10/2021

¹ This is on the basis of 1,500 T Level learners and 1,000 Transition Programme learners having enrolled at the point that sample is taken. Should fewer learners be available, the Department and the Contractor will mutually agree the reduction to both expected responses and associated survey costs.

Task number	Output	Date Required
<p>Break clause 1 – following completion of tasks 1 to 9, the Department reserves the right to end this contract before task 10 by notifying the Contractor in writing by 31st January 2022.</p>		
<p align="center">2022 SURVEYS</p>		
10. Design sampling and weighting strategy	Sampling and weighting strategy sent to and agreed by DfE for: <ul style="list-style-type: none"> ▪ 2nd T Level cohort ▪ 2nd Transition Programme cohort ▪ T Level comparator learner cohort ▪ HTE and IoT groups 	31/03/2022
11. Design and testing questionnaires	a. Cognitive and usability testing via 60 minute interviews: <ul style="list-style-type: none"> ▪ Wave 1 for 2nd T Level and T Level comparator cohorts ▪ Wave 1 for HTE and IoT cohorts b. Piloting for: <ul style="list-style-type: none"> ▪ Wave 1 for 2nd T Level cohort and T Level comparator cohort ▪ Wave 1 for HTE and IoT cohorts ▪ Wave 2 for 1st T Level cohort ▪ Analysis and recommendations reported to DfE.	31/05/2022
12. Fieldwork	Starting with soft launches, target responses achieved: <ul style="list-style-type: none"> ▪ 420 wave 2 for 1st T Level cohort ▪ 1,000 for 2nd Transition Programme cohort ▪ 1,800 wave 1 for 2nd T Level cohort ▪ 1,800 wave 1 non-T Level comparator ▪ 1,550 wave 1 for HTE group ▪ 1,550 wave 1 for IoT group 	31/07/2022
13. Report outline and table specification	Same specification as task 6 on page 11 , covering all respondents from 2022 surveys	13/08/2022
14. Summary slide-pack of emerging findings	Same specification as task 7 on page 11 , covering all respondents from 2022 surveys	27/08/2022
15. Data outputs produced	Same specification as task 8 on page 11 , including longitudinal elements where relevant, covering all respondents from 2022 surveys	30/09/2022
16. Report and data tables	Same specification as task 9 on page 11 , including longitudinal elements where relevant, covering all respondents from 2022 surveys	31/10/2022

Task number	Output	Date Required
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Break clause 2 – following completion of task 16, the Department reserves the right to end the contract before task 17 by notifying the Contractor in writing before 30th November 2022 whether Break Clause 2 will be enacted.

2023 SURVEYS

17. Design and testing questionnaires	For Wave 2 of 2 nd T Level Cohort, cognitive and usability testing via 60 minute interviews and piloting conducted, with analysis and recommendations reported to DfE. Questionnaire designed and piloted for Wave 3 survey of 1 st T Level cohort, and wave 2 of T Level comparator survey.	15/01/2023
18. Design sampling and weighting strategy	Sampling and weighting strategy sent to and agreed by DfE for 3 rd Transition Programme cohort	30/04/2023
19. Fieldwork	Including soft launches target interviews: <ul style="list-style-type: none"> 357 wave 3 responses achieved for 1st T Level cohort, 	31/03/2023
	<ul style="list-style-type: none"> 1,260 wave 2 responses achieved for 2nd cohort T Level learners, 1,260 wave 2 responses achieved for non-T Level comparator, 2,000 responses achieved for 3rd Transition Programme cohort. 	31/07/2023
20. Emerging findings slide packs	Same specification as task 7 on page 11 covering: <ul style="list-style-type: none"> wave 3 of 1st T Level cohort, 	30/04/2023
	<ul style="list-style-type: none"> wave 2 of 2nd T Level cohort, wave 2 non-T Level cohort, 3rd Transition Programme cohort. 	30/08/2023
21. Data outputs, tables and final report	Same specification as tasks 8 and 9 on page 11 , including longitudinal elements: <ul style="list-style-type: none"> wave 3 of 1st T Level cohort, 	30/06/2023
	<ul style="list-style-type: none"> wave 2 of 2nd T Level cohort, wave 2 non-T Level cohort, 3rd Transition Programme cohort. 	31/10/2023

Task number	Output	Date Required
2024 SURVEYS		
22. Questionnaire design	Questionnaire drafted and piloted for wave 2 interviews for HTE and IoT learners	15/11/2023
23. Fieldwork	Including soft launches target interviews: <ul style="list-style-type: none"> ▪ 1,008 wave 2 responses achieved for HTE group ▪ 1,008 wave 2 responses achieved for IoT group 	31/01/2024
	<ul style="list-style-type: none"> ▪ 1,033 wave 3 responses achieved for 2nd T Level cohort ▪ 1,008 wave 3 responses achieved for non T-Level comparator 	31/03/2024
24. Summary side-packs of emerging findings	Same specification as task 7 on page 11 covering: <ul style="list-style-type: none"> ▪ HTE and IoT learners wave 2 	28/02/2024
	<ul style="list-style-type: none"> ▪ Wave 3 for 2nd T Level and non- T Level cohorts 	30/04/2024
25. Data outputs produced	Same specification as task 8 on page 11 , including longitudinal elements where relevant: <ul style="list-style-type: none"> ▪ HTE and IoT learners wave 2 	31/03/2024
	<ul style="list-style-type: none"> ▪ Wave 3 for 2nd T Level and non- T Level cohorts 	30/05/2024
26. Report and data tables	Same specification as task 9 on page 11 , covering including longitudinal elements where relevant: <ul style="list-style-type: none"> ▪ HTE and IoT learners wave 2 	30/04/2024
	<ul style="list-style-type: none"> ▪ Wave 3 for 2nd T Level and non- T Level cohorts 	31/05/2024
27. Overview report	<ul style="list-style-type: none"> ▪ Drawing together summative learning from the project and commentary. ▪ Fully quality-assured and accessible report written in the DfE's style in word document format. ▪ Also including full technical report for the whole project 	30/06/2024
December 2024: Contract Ends		

5 METHODOLOGY

QUESTIONNAIRE DEVELOPMENT

The Contractor will agree with DfE the broad and key themes of the survey. This will include 'core' questions which are asked across surveys of all groups, as well as some 'bespoke' questions which take account of the distinct nature of particular courses.

Ahead of the first wave of each survey, the Contractor will hold a workshop with DfE researchers and policy makers to discuss question wording and any question changes, and agree on the version of the questionnaire to take forward to pre-testing.

The Contractor will follow principles for mobile-first questionnaire design based on the latest evidence and best practice. The Contractor will use simple language, syntax and common concepts, avoid complex sentences and minimise cognitive burden by keeping tasks manageable.

The Contractor will follow a similar risk assessment exercise and omni-mode approach for the design of telephone questionnaires. Where this is not possible, the questions will be optimised for telephone to reduce error in the telephone mode. To further minimise this type of measurement difference, the Contractor will push learners to the web option when making contact by phone rather than immediately pushing for a CATI interview.

The Contractor will ensure that the paper version of the survey (for those unable or unwilling to participate online among the group sampled from the NPD) closely mimics the layout of online versions while adapting for clarity where necessary. For this survey and age group, the survey will not be longer than 20 minutes to maximise response rates.

The Contractor will conduct five rounds of thorough pre-testing and testing of the questionnaire ahead of fieldwork. This will include pairing cognitive and usability testing using think aloud, observation and probing to elicit participants' assessment of the questions. The Contractor will test the whole user experience of filling out the survey, probing participants on specific issues related to understanding of the survey questions and also their implementation via a smartphone or laptop, on paper and via telephone.

The Contractor will administer the first round of pre-testing ahead of the first wave with the first T Level and Transition Programme cohorts. A further round will be conducted in relation to the T Level surveys ahead of the first wave for the second cohort, ahead of the second wave and ahead of the third wave. Another round will be conducted ahead of the first wave of the HTE and IoT surveys. The fifth round will be used flexibly, with prior agreement from the Department, as a second round to test changes made following feedback.

Sample members will be drawn from the databases used for the main survey, with quotas set in line with the characteristics outlined for the survey stratification. If there is insufficient time to obtain data required for the first round ahead of the first T Level cohort, the Contractor will approach purposively selected provider institutions to assist with recruitment.

Pre-test interviews will each last around 60 minutes, with these conducted face-to-face or by video call if coronavirus restrictions do not allow this. The Contractor will report their analysis and recommendations for each round.

The Contractor will script the programme in Unicom Intelligence (UI) which will render web templates to different screen sizes. The Contractor will ensure the templates are clear and

accessible, and minimise differences between modes. The Contractor will comprehensively check instruments across multiple browsers and devices. The research team will systematically work through every single question wording, text substitution, interview instruction, answer option and routing condition recording any problems. This process will be repeated in full by a second researcher.

FIELDWORK PROCESSES

The Contractor will use a multi-mode fieldwork approach to achieve the target number of interviews at each wave with good response rates and within a cost-effective design. The Contractor will use a sequential mix of online, CATI and paper self-completion interviews in the first wave to ensure full coverage of the technical learner populations and to maximise response.

The Contractor will consider the target audience from the first stages of the research design process, to ensure that the content and delivery methods are easy to use, intuitive and engaging. The Contractor will prioritise web for those who are able and willing to participate in this mode to deliver the required sample sizes within the available budget.

The Contractor will use CATI and paper self-completion follow-up modes to get full coverage of the population. This will be vital for 'digitally excluded' households, respondents with specific disabilities that present accessibility barriers to self-completion approaches and those requiring use of devices.

At Wave 1, following a period where sample members are encouraged to complete the survey online, the Contractor will offer separate follow-up modes depending on the available contact information.

For most sample members where valid phone number data are available, the Contractor will contact those who have not completed by a given point in fieldwork using telephone interviewers in Na Telephone Unit. Telephone interviews will attempt to make contact over a period of 4 weeks. On making contact, interviewers will point sample members to the web interview or press for a CATI interview, depending on the participant's preference and whether they had already been contacted by phone by that point.

For the few sample members where telephone numbers are not available (including all those drawn from the School Census) a paper questionnaire would be provided as part of the second reminder mailing.

Where follow-up waves are planned, the Contractor will collect additional contact information at wave 1 so that a web-CATI approach can be implemented in all cases. The Contractor will maintain CATI as part of a sequential design, using additional contact information for tracing to encourage high response rates in those waves.

The Contractor will conduct small-scale piloting of the sampling, response, processes and the survey instrument ahead of all first wave fieldwork (unless the Contractor and DfE agree that there is sufficient confidence that changes are sufficiently minimal to not be needed).

For the first T Level cohort, the Contractor will issue a pilot sample of 120 cases for fieldwork, with a subset of 60 cases targeted for the CATI approach specifically. The Contractor will achieve 30-40 interviews overall. The Contractor will conduct a small number of follow-up calls with web survey participants to check their experience.

The Contractor will base piloting for the second and third waves on cases achieved for the first wave. Pilots will be more substantial for the second T Level cohort where the population is larger.

The Contractor will conduct a 'soft launch' of the survey at each wave to test elements at scale. The data collected will be included in the final data. The soft launch will involve experimentation for certain elements, such as data linkage questions. The size and composition of the soft launch will be agreed with DfE depending on the nature and number of experiments to be carried out, and whether there are specific groups of interest.

The Contractor will include an experiment to vary the receipt of an incentive or value of the incentive in the soft launch for the first survey. Given the scale of the first T Level cohort, the Contractor will use a sample of 500, with larger numbers in subsequent cohorts.

The costs of this contract include the following scope for incentivisation of respondents:

- For 1st cohort T Level (waves 1, 2, and 3) and 1st cohort Transition Programme who complete the survey, 80% receive a £5 incentive and 20% receive a £10 incentives. The higher level of incentive will be used to boost response rates from types of learners that are less likely to respond. Included in this contract are any costs associated with administering these incentives.
- A flexible pot of £15,000 that can be used to boost response rates of other learner groups.

WEIGHTING

The Contractor will weight each cohort to correct for any unequal selection probabilities (where there is over-sampling) and adjust for any non-response bias (as far as possible).

The Contractor will assess non-response bias at wave 1 by comparing the profile of responders against the profile for all learners based on the NPD, ILR and HESA sample frames. Comparisons will be made for all of the variables used in sampling, plus basic demographics including gender. Calibration weighting will be used to adjust the initial selection weights (where needed) and bring the profile of each achieved sample into line with its respective population. Appropriate weighting targets will be carefully chosen so that the variance, and hence the design effect, of the weights is minimised.

The Contractor will model non-response bias at wave 2 using logistic regression. Model predictors will include relevant survey outcomes from wave 1. Variables used in calibration at wave 1 will be forced into the model from the start. The model will generate a probability of response at wave 2, conditional on response at wave 1. Non-response weights will be generated by taking the inverse of this predicted probability. Outlying non-response weights will be trimmed before being multiplied by the wave 1 weight to produce the wave 2 weight. The profile of the responding sample weighted by wave 2 weights will be checked against the population profile.

The Contractor will weight non-response bias at wave 3 similarly to wave 2. Should cases responding at wave 1 be issued wave 3 regardless of wave 2 response, then two weights will be constructed. One weight whereby wave 3 response is modelled contingent on wave 1 participation, plus a longitudinal weight to enable analysis of cases available in all 3 waves.

CODING

The Contractor will code to 4-digit SOC2020. The Contractor will ensure that coders are briefed by researchers ahead of the process.

DATA OUTPUTS AND REPORTING

The Contractor will produce and send DfE sample data, comprising contact and response history, linked geographical data and unique ID numbers for data linking, no later than 6 weeks after every fieldwork period.

The Contractor will produce and send DfE SPSS datasets of survey findings after each fieldwork period, cleaned and coded, with weights, derived variables, and unique ID numbers for administrative data linkage, plus clear flags for LEO data linkage. For data linking purposes, the contractor will send survey findings plus separate files with Unique Learner Number (ULN) and survey ID. The Contractor will also provide DfE with a data map containing variable names, variable labels and value labels. The Contractor will provide DfE with sufficient guidance for the datasets (such as in the form of a guidance document) to be able to recreate any findings that the contractor produces in the tables and reports.

For any surveys at waves 2 and 3, the SPSS datasets will include linked variables to responses in previous waves.

The Contractor will make tables for each individual survey available via NatCen's automated Table Hubs system. Detailed specifications of crossbreaks, nesting, bases and labelling will be shared with DfE ahead of each delivery. These will be delivered in Excel, with sets of tables collated in line with DfE's requirements. Statistical testing will be applied to the tables in line with DfE's requirements. Appropriate statistical testing that accounts for complex survey designs will be included in the reporting process.

The Contractor will produce a high-quality summary slide pack of emerging findings for presentation to policymakers at the end of each period of fieldwork.

The Contractor will produce 6 findings reports (autumn 2021, autumn 2022, summer 2023, autumn 2023, and two in summer 2024). Each report will include:

- An executive summary which includes key findings and conclusions, and a summary of the aims, research questions and methodology
- An introduction which sets out the policy context including policy updates, and detailed aims and research questions
- An in-depth analysis of findings with full interpretation, commentary and conclusions, and a detailed methodology including underlying rationale.

The Contractor will define with DfE the core outcomes that they will measure and report across waves and cohorts, and the predictors and cross-breaks of interest in analysis. The reports will focus on:

- Cross-sectional analysis of the wave/cohort recently interviewed.
- Time-series analysis comparing the current cohort with the same wave of previous cohorts enrolled in the same programme.
- Longitudinal analysis of within-individual changes across waves.
- Comparison of the technical learners with each other and the comparator cohort.

The Contractor will ensure findings are reported in a non-technical and accessible way.

The Contractor will produce full skeleton outlines and sample excerpts of analysis to be approved by the DfE before full report writing commences.

The Contractor will deliver 3 drafts of each report; a first draft that is already of a publishable standard, followed by a second draft and a final draft. The reports will be in DfE's report format and be fully accessible to those with visual impairments and/or screen-readers.

The Contractor will provide an overview report drawing together the summative learning from the project. This report will provide detailed commentary on the evidence produced by this research for establishing a comprehensive baseline from which the future reforms to HTE can be robustly evaluated.

The Contractor will also deliver a full, in-depth technical report for the whole project that provides details of the survey design, methodology and questionnaires.

5. STAFFING

NatCen

Person	Key Responsibilities
Martin Wood	Overall quality of the study, including ensuring adequate resource and organisation focus.
Julia Griggs	Leading the project internally and externally, including being the key point of contact for DfE, leading the consortium, managing risks, and quality-assuring all outputs.
Samantha Spencer	Day-to-day manager of the surveys.
Helena Takala	Help to deliver the pre-testing and contribute to analysis and reporting.
Slyvie Craig	Support Julia in the development and delivery of the surveys.
Gianfranco Addario	Lead the analysis, working closely with the team at NFER who will guide the analysis planning.
David Hussey	Lead the sampling and weighting for the study.

NFER

Person	Key Responsibilities
Suzanne Straw	Direct and quality assure NFER's work in designing the surveys, analysis and reporting. Will be the key NFER contact for NFER.
Sarah Lynch	Lead role in survey design, analysis and reporting.
Jenna Julius	Support the sampling, weighting and analysis processes.
Eleanor Bradley	Contribute to survey design, analysis and reporting.

DfE

- Alice Bull – Project Manager
- Oliver Rosenshaw – Project Oversight

7 STEERING COMMITTEE

The 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.

8. RISK MANAGEMENT

Description	Likelihood	Impact	Mitigations & Contingencies
Sample late for W1 pre-testing	Medium	Medium	<ul style="list-style-type: none"> ▪ Approach provider institutions for sampling directly
Sample late for main W1 fieldwork	Medium	High	<ul style="list-style-type: none"> ▪ Reduce scale of pre-testing ▪ Reduce fieldwork periods ▪ Run fieldwork into August
Response rates at W1 below assumptions	Medium	High	<ul style="list-style-type: none"> ▪ Amend sampling fraction to issue more sample ▪ Deploy additional measures, including incentives and reminders
Response rates at follow-ups below assumptions	Medium	High	<ul style="list-style-type: none"> ▪ Deploy additional measures, including incentives and reminders ▪ Amend Wave 1 targets for future cohorts ▪ Consider refreshment sample
Questionnaire content does not enable analytical aims	Low	High	<ul style="list-style-type: none"> ▪ Team has significant relevant experience ▪ Close working with DfE, including workshop ▪ Involvement of analysts at early stage
Reporting does not meet requirements	Low	Medium	<ul style="list-style-type: none"> ▪ Engagement of DfE analysts from start of study ▪ Agreed analysis plans with DfE ▪ Sharing of findings as they emerge

9 DATA COLLECTION

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

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

- only data essential to the project shall be collected;
- data should be collected electronically where appropriate/preferred;
- questionnaires should be pre-populated wherever possible and appropriate;
- schools must be given at least four working weeks to respond to the exercise from the date they receive the request; and
- LAs should receive at least two weeks, unless they need to approach schools in which case they too should receive 4 weeks to respond;

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

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

10. CONSENT ARRANGEMENTS

The Department and the Contractor shall agree in advance of any survey activity taking place the consent arrangements that shall apply for each of the participant groups. All participants should be informed of the purpose of the research, that the Contractor is acting on behalf of the Department and that they have the option to refuse to participate (opt out). Contact details should be provided including a contact person at the Department. Children who are 16 or over will usually be able to give their own consent but even where this is so, the Contractor, in consultation with the Department, should consider whether it is also appropriate for parents, guardians or other appropriate gatekeepers (e.g. schools, Local Authorities) to be informed when a child has been invited to participate in research.

11. PROJECT COMMUNICATION PLAN

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

End of Schedule One

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

Project Milestone	Payment Amount	Payment Date
Sampling and weighting strategy complete for T Level & Transition Cohort 1 Wave 1		30/03/2021
Completion of main fieldwork for 2021		31/07/2021
Final report from 2021 fieldwork		31/10/2021
Sampling and weighting strategy complete for 2nd T Level, 2nd Transition, comparator, HTE and IoT cohorts + questionnaire reviews and first drafts		30/03/2022
Completion of main fieldwork for 2022		31/07/2022
Final report from 2022 fieldwork		31/10/2022
Completion of main fieldwork for T Level Cohort 1 Wave 3		31/03/2023
Completion of main fieldwork for 2023		31/07/2023
Final report from 2023 fieldwork		31/10/2023
Completion of 2024 fieldwork		31/03/2024
Final overview report		30/06/2024

Expenditure for the financial year 2020-2021 shall not exceed
 Expenditure for the financial year 2021-2022 shall not exceed
 Expenditure for the financial year 2022-2023 shall not exceed
 Expenditure for the financial year 2023-2024 shall not exceed
 Expenditure for the financial year 2024-2025 shall not exceed

exclusive of VAT.
 exclusive of VAT.
 exclusive of VAT.
 exclusive of VAT.
 exclusive of VAT.

Total Project expenditure shall not exceed £ 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@gov.sscl.com** 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 Sub-contractor shall provide for undisputed sums due to the Sub-contractor to be made within a specified period from the receipt of a valid invoice not exceeding:

- 5.1.1 10 days, where the Sub-contractor is an SME; or
- 5.1.2 30 days either, where the sub-contractor is not an SME, or both the Contractor and the Sub-contractor are SMEs,

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

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

or of a temporary nature. The Contractor shall give at least four week's written notice to the Project Manager of proposals to change key employees or sub-contractors

6. Ownership of Intellectual Property Rights, 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 Customer is the Controller and the Contractor is the Processor unless otherwise specified in Schedule 4. The only processing that the Processor is authorised to do is listed in Schedule 4 by the Controller and may not be determined by the Processor.
- 7.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 7.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of

the Controller, 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 Processor 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 Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), 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 Processor 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 Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor 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 Controller 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 Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in

- accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
- (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor 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 Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

7.5 Subject to clause 7.6, the Processor shall notify the Controller 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 Processor's obligation to notify under clause 7.5 shall include the provision of further information to the Controller in phases, as details become available.

7.7 Taking into account the nature of the processing, the Processor shall provide the Controller 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 Controller) including by promptly providing:

- (a) the Controller with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

- (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event;
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 7.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the processing is not occasional;
 - (b) the Controller 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 Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 7.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 7.10 Each party 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 Processor must:
- (a) notify the Controller in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Controller;
 - (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 Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 7.12 The Processor shall remain fully liable for all acts or omissions of any Sub-processor.
- 7.13 The Controller 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 Controller may on not less than

30 Working Days' notice to the Processor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

7.15 *Where the Parties include two or more Joint Controllers as identified in Schedule 4 in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Schedule 4 in replacement of Clauses 7.1-7.14 for the Personal Data under Joint Control.*

8. Departmental Security Standards

- 8.1 The Contractor shall be aware of and comply the relevant [HMG security policy framework](#), [NCSC guidelines](#) and where applicable DfE Departmental Security Standards for Contractors which include but are not constrained to the following clauses.
- 8.2 Where the Contractor will provide products or services or otherwise handle information at OFFICIAL for the Department, the requirements of [Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification - Action Note 09/14](#) dated 25 May 2016, or any subsequent updated document, are mandated; that “contractors supplying products or services to HMG shall have achieved, and will be expected to retain certification at the appropriate level for the duration of the contract. The certification scope shall be relevant to the services supplied to, or on behalf of, the Department.
- 8.3 Where clause 8.2 above has not been met, the Contractor shall have achieved, and be able to maintain, independent certification to ISO/IEC 27001 (Information Security Management Systems Requirements).
- 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 separated from all other data on the Contractor's or sub-contractor's own IT equipment to protect the Departmental Data and enable the data to be identified and securely deleted when required in line with clause 8.14.
- 8.6 The Contractor shall have in place and maintain physical security to premises and sensitive areas in line with ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g. door access), CCTV, alarm systems, etc.
- 8.7 The Contractor shall have in place and maintain an appropriate user access control policy for all ICT systems to ensure only authorised personnel have access to Departmental Data. This policy should include appropriate segregation of duties and if applicable role based access controls (RBAC). User credentials that give access to Departmental Data or systems shall be considered to be sensitive data and must be protected accordingly.
- 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 processes;
 - malware protection;
 - boundary access controls including firewalls;
 - maintenance and use of fully supported software packages in accordance with vendor recommendations;
 - software updates and patching regimes including malware signatures, for operating systems, network devices, applications and services;
 - user access controls, and;
 - the creation and retention of audit logs of system, application and security events.
- 8.9 The contractor shall ensure that any departmental data (including email) transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.
- 8.10 The contractor shall ensure that any departmental data which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the department except where the department has given its prior written consent to an alternative arrangement.

- 8.11 The contractor shall ensure that any device which is used to process departmental data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security> and <https://www.ncsc.gov.uk/collection/end-user-device-security/eud-overview/eud-security-principles>.

- 8.12 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.
The term 'lock and key' is defined as: "securing information in a lockable desk drawer, cupboard or filing cabinet which is under the user's sole control and to which they hold the keys".
- 8.13 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.
The term 'under cover' means that the information is carried within an opaque folder or envelope within official premises and buildings and within a closed briefcase or other similar bag or container when outside official premises or buildings.
- 8.14 In the event of termination of contract due to expiry, liquidation or non-performance, all information assets provided, created or resulting from the service shall not be considered as the supplier's assets and must be returned to the department and written assurance obtained from an appropriate officer of the supplying organisation that these assets regardless of location and format have been fully sanitised throughout the organisation in line with clause 8.15.
- 8.15 In the event of termination, equipment failure or obsolescence, all Departmental information and data, in either hardcopy or electronic format, that is physically held or logically stored by the Contractor must be accounted for and either physically returned or securely sanitised or destroyed in accordance with the current HMG policy using an NCSC approved product or method.
Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as data stored in a cloud system, Storage Area Network (SAN) or on shared backup tapes, then the Contractor or sub-contractor shall protect the Department's information and data until such time, which may be long after the end of the contract, when it can be securely cleansed or destroyed.
Evidence of secure destruction will be required in all cases.

- 8.16 Access by Contractor or sub-contractor staff to Departmental Data, including user credentials, 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. Any Contractor or sub-contractor staff who will be in contact with children or vulnerable adults must, in addition to any security clearance, have successfully undergone an Enhanced DBS (Disclosure and Barring Service) check prior to any contact.
- 8.17 All Contractor or sub-contractor employees who handle Departmental Data shall 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, including user credentials, used or handled in the course of providing this service shall be recorded as an incident. This includes any non-compliance with these Departmental Security Standards for Contractors, or other Security Standards pertaining to the solution.

Incidents shall be reported to the department immediately, wherever practical, even if unconfirmed or when full details are not known, but always within 24 hours of discovery. If incident reporting has been delayed by more than 24 hours, the contractor should provide an explanation about the delay.

Incidents shall be reported through the department’s nominated system or service owner.

Incidents shall be investigated by the contractor with outcomes being notified to the Department.

- 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 an NCSC CHECK Scheme 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 actual or future intent to develop, manage, support, process or store Departmental Data outside of the UK mainland. The Contractor or sub-contractor shall 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 and sub-contractors shall undergo appropriate security assurance activities and shall provide appropriate evidence including the production of the necessary security documentation as determined by the department. This will include obtaining any necessary professional security resources required to support the Contractor's and sub-contractor's security assurance activities such as: a Security and Information Risk Advisor (SIRA) certified to NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Cyber Professional (CCP) schemes.

8.24 Where the Contractor is delivering an ICT solution to the Department they shall design and deliver solutions and services that are compliant with the HMG Security Policy Framework in conjunction with current NCSC Information Assurance Guidance and Departmental Policy. The Contractor will provide the Department with evidence of compliance for the solutions and services to be delivered. The Department's expectation is that the Contractor shall provide written evidence of:

- Compliance with HMG Minimum Cyber Security Standard.
- Any existing security assurance for the services to be delivered, such as: ISO/IEC 27001 / 27002 or an equivalent industry level certification.
- Any existing HMG security accreditations or assurance that are still valid including: details of the awarding body; the scope of the accreditation; any caveats or restrictions to the accreditation; the date awarded, plus a copy of the residual risk statement.
- Documented progress in achieving any security assurance or accreditation activities including whether documentation has been produced and submitted. The Contractor shall provide details of who the awarding body or organisation will be and date expected.

8.25 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.

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

10. Termination

- 10.1 This Contract may be terminated by either party giving to the other party at least 30 days notice in writing.
- 10.2 In the event of any breach of this Contract by either party, the other party may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the party not in breach may terminate this Contract with immediate effect by notice in writing.
- 10.3 In the event of a material breach of this Contract by either party, the other party may terminate this Contract with immediate effect by

notice in writing.

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

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

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

13.1.2 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 Contractor's 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 sub-contractor or the sub-contracting arrangement and where these grounds have been presented in writing to the Contractor.

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

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

20. Waiver

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 sub-contractors 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-bureau-check> for further guidance.

26. Project outputs

- 26.1 Unless otherwise agreed between the Contractor and the Project Manager, all outputs from the Project shall be published by the Department on the Department's research website.
- 26.2 The Contractor shall ensure that all outputs for publication by the Department adhere to the Department's Style Guide and MS Word Template, available to download from: <https://www.gov.uk/government/publications/research-reports-guide-and-template>.
- 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**Schedule 4 Processing, Personal Data and Data Subjects**

This Schedule shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are: Emma Wharram, Department for Education, emma.wharram@education.gov.uk
2. The contact details of the Processor's Data Protection Officer are: Simon Holroyd, NatCen simon.holroyd@natcen.ac.uk
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.

Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor in accordance with Clause 7.1.
Subject matter of the processing	Research that involves processing background, course experience and short-term outcome data about learners enrolled on T Level, Transition Programme, HTE and IoT courses.
Duration of the processing	Until December 2024
Nature and purposes of the processing	<p>The Contractor will:</p> <ul style="list-style-type: none"> ▪ Receive personal data about learners securely from the School Census, National Pupil Depository (NPD), Individualised Learner Record (ILR) and Higher Education Statistics Authority (HESA). ▪ Store these personal data securely for the duration of the project. ▪ Analyse the data at an aggregate level to understand the profile of learners. ▪ Contact learners to participate in one or more surveys related to their education and training. ▪ Conduct an opt-out approach for the learners enrolled on T Level courses who are selected for the research. ▪ Conduct an opt-out approach for the learners enrolled on HTE and IoT courses who are selected for the research. ▪ Record whether consent given learners for their survey responses to be linked to Longitudinal Education Outcomes (LEO) data.

	<ul style="list-style-type: none"> ▪ Where consent is given from learners, transfer Unique Learner Numbers to DfE to match to LEO datasets. ▪ Transfer all learner data to DfE following each fieldwork period.
<p>Type of Personal Data being processed</p>	<p>Personal identifiers including: name, date of birth, postcode</p> <p>Three forms of special category data: ethnicity, learning difficulties/disabilities, and FSM status</p> <p>Data to assess the learner’s motivations for learning, post-course ambitions, perceptions/experiences of course</p> <p>Contact details for follow-up waves: telephone number and email address</p> <p>Individual consent variables for different forms of data processing.</p> <p>Other data relevant to assessing short-term outcomes, including: further study/apprenticeship, earnings, employment status and history, occupation, sector, benefits claimed, post-course reflections</p>
<p>Categories of Data Subject</p>	<ul style="list-style-type: none"> ▪ Learners in the first two T Level cohorts ▪ Learners enrolled on non-T Level L3 courses ▪ Learners in the first 3 Transition Programme cohorts ▪ Learners enrolled on pre-reform HTE courses (not already covered by existing HE and apprenticeship surveys) ▪ Learners enrolled on IoT courses (not already covered by existing HE and apprenticeship surveys).
<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>The Contractor will destroy all immediate personal identifiers once the evaluation is completed (end of December 2024), unless requested otherwise in writing by DfE. All other personal data, will be returned the DfE at the end of the evaluation and subsequently securely destroyed.</p>

End of Schedule Four

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

Signature



Name in CAPITALS

Stella Pearson

Position and Address

T Level Delivery Division Lead
Sanctuary Buildings,
Great Smith Street,
London SW1P 3BT

Date

24/02/2021

Authorised to sign for and on
behalf of the Contractor

Signature



Name in CAPITALS

Guy Goodwin

Position and Address

Chief Executive
35 Northampton Square
EC1V 0AX

Date

22/02/2021