

**CONTRACT FOR 'RESEARCH TO UNDERSTAND SCHOOLS' RECOVERY
APPROACHES FROM LOST TIME IN EDUCATION AS A RESULT
OF THE COVID-19 PANDEMIC'
PROJECT REFERENCE NO: DFERPPU/20-21/019**

This Contract is dated 10/12/20

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) Ipsos MORI UK Limited, whose registered office is 3 Thomas More Square, LONDON, E1W 1YW ("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/20-21/019**.

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 20/12/21.

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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”	██████████ Department for Education, Sanctuary Buildings, Great Smith Street, LONDON, SW1P 3BT, ██████████
“the Contractor’s Project Manager”	██████████ Ipsos Mori, 3 Thomas More Square, LONDON, E1W 1YW, ██████████
“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”	the Common Criteria scheme provides assurance
“Common Criteria”	that a developer’s claims about the security features of their product are valid and have been independently tested against recognised criteria;
“CCP” “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

	<p>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;</p>
"Commercially Sensitive Information"	<p>information of a commercially sensitive nature relating to the Contractor, its IPR or its business or which the Contractor has indicated to the Department that, if disclosed by the Department, would cause the Contractor significant commercial disadvantage or material financial loss;</p>
"Confidential Information"	<p>means all information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including but not limited to information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party and commercially sensitive information which may be regarded as the confidential information of the disclosing party;</p>
"Contracting Department"	<p>any contracting authority as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than the Department;</p>
"Contractor Personnel"	<p>all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;</p>
"Contractor Software"	<p>software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services;</p>
"Control"	<p>means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly;</p>
"Controller"	<p>take the meaning given in the GDPR;</p>
"Copyright"	<p>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);</p>

"Copyright Work"	means any Work in which any Copyright subsists;
"CPA"	is an 'information assurance scheme' which evaluates commercial off the shelf (COTS) products and their developers against published security standards. These CPA certified products
"Commercial Product Assurance" [formerly called "CESG Product Assurance"]	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, industry supported scheme to help organisations
"Cyber Essentials Plus"	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" "Department's Information"	is any data or information owned or retained 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 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 issues by the Information

	Commissioner or relevant Government Department in relation to such regulations;
"FIPS 140-2"	this is the Federal Information Processing Standard (FIPS) Publication 140-2, (FIPS PUB 140-2), entitled 'Security Requirements for Cryptographic Modules'. This document is the de facto security standard used for the accreditation of cryptographic modules;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);
"Good Industry Practice" "Industry Good Practice"	means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector;
"Good Industry Standard" "Industry Good Standard"	means the implementation of products and solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector;
"GSC" "GSCP"	means the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at: https://www.gov.uk/government/publications/government-security-classifications ;
"HMG"	means Her Majesty's Government;
"ICT"	means Information and Communications Technology (ICT) used as an extended synonym for Information Technology (IT), used to describe the bringing together of enabling technologies used to deliver the end-to-end solution;
"ICT Environment"	the Department's System and the Contractor System;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Intellectual Property Rights"	means patents, trade marks, service marks, design (rights whether registerable or otherwise), applications for any of the foregoing, know-how, rights protecting databases, trade or business names and other similar rights or obligations whether registerable or not in any

	country (including but not limited to the United Kingdom);
"ISO/IEC 27001" "ISO 27001"	is the International Standard describing the Code of Practice for Information Security Controls;
"ISO/IEC 27002" "ISO 27002"	is the International Standard describing the Code of Practice for Information Security Controls;
"IT Security Health Check (ITSHC)" "IT Health Check (ITHC)" "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" described	the term 'OFFICIAL' is used to describe the baseline level of 'security classification' within the Government Security Classification Policy (GSCP) which details the level of protection to be afforded to information by HMG, for all routine public sector business, operations and services. the 'OFFICIAL-SENSITIVE' caveat is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen or published in the media, as described in the Government Security Classification Policy;

"Original Copyright Work"	means the first Copyright Work created in whatever form;
"Personal Data"	take the meaning given in the GDPR;
"Personal Data Breach"	take the meaning given in the GDPR;
"Processor"	take the meaning given in the GDPR;
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
"Regulatory Bodies"	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Department and " Regulatory Body " shall be construed accordingly;
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"Secure Sanitisation"	<p>Secure sanitisation is the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level. Some forms of sanitisation will allow you to re-use the media unuseable. Secure sanitisation was previously covered by "Information Assurance Standard No.5 – Secure Sanitisation" ("IS5") issued by the former CESG. Guidance can be found at: 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: https://www.cpni.gov.uk/secure-destruction;</p>
"Security and Information Risk Advisor"	the Security and Information Risk Advisor (SIRA)
"CCP SIRA"	is a role defined under the NCSC Certified Professional (CCP) Scheme. See also:
"SIRA"	https://www.ncsc.gov.uk/articles/about-certified-professional-scheme ;
"SPF"	This is the definitive HMG Security Policy which describes the expectations of the Cabinet
"HMG Security Policy Framework"	

	<p>Secretary and Government's Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently and securely.</p> <p>https://www.gov.uk/government/publications/security-policy-framework;</p>
"Staff Vetting Procedures"	<p>the Department's procedures and departmental policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures, including, but not limited to, the provisions of the Official Secrets Act 1911 to 1989;</p>
"Sub-Contractor"	<p>the third party with whom the Contractor enters into a Sub-contract or its servants or agents and any third party with whom that third party enters into a Sub-contract or its servants or agents;</p>
"Sub-processor"	<p>any third Party appointed to process Personal Data on behalf of the Contractor related to this Contract;</p>
"Third Party Software"	<p>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</p>
"Work"	<p>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;</p>
"Working Day"	<p>any day other than a Saturday, Sunday or public holiday in England and Wales.</p>
1.2	<p>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.</p>
1.3	<p>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.</p>

SCHEDULE ONE

1 BACKGROUND

As a result of the Covid-19 pandemic, the majority of children in England went without full-time schooling from March 2020 until the end of the academic year. School is the best place for children to learn and grow, both academically and emotionally. The time without face-to-face schooling during the pandemic has likely led to a reduction in academic and behavioural progress, particularly for disadvantaged children.

To support all children and young people in catching up, the government has announced a £1 billion package for the academic year 2020/21. This includes a one-off universal £650 million catch-up premium¹ for the 2020/21 academic year to ensure that schools have the support they need to help all pupils make up for lost teaching time.

The Department also published guidance on school reopening in July 2020², setting out curriculum expectations for schools, including that schools continue to teach an ambitious and broad curriculum in all subjects, although acknowledging that schools' curricula may need to be modified at the beginning of the academic year to address gaps in knowledge.

The Department wishes to conduct research to help us understand how schools are identifying the impact of lost time in education on pupils, and what methods they are adopting to enable recovery. This includes how they are identifying the needs of individual pupils – pastoral and academic; how they are making decisions about what interventions are needed; how they are measuring their impact on pupils; and the implications of this for curriculum planning.

The Department has also commissioned a partner piece of research measuring changes in attainment levels as a result of the pandemic. The Contractor will be required to align and coordinate with this partner piece, as well as maintain awareness of other research conducted within this area (such as the EEF's evaluation of the National Tutoring Programme (NTP)).

2 AIM

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

- Assess the scale of lost learning, approaches schools are taking to address lost learning and their effectiveness
- Understand how schools are using the 'catch-up' premium funds

¹ <https://www.gov.uk/guidance/coronavirus-covid-19-catch-up-premium>

² <https://www.gov.uk/government/publications/actions-for-schools-during-the-coronavirus-outbreak/guidance-for-full-opening-schools>

- Explore how best to support schools moving forward to minimise the impact of lost time in education and to return to their normal curriculum, taking into account longer term factors such as further closures, remote learning, and other lockdown measures.

3 OBJECTIVES

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

- To identify the schools' perception of the scale of lost learning.
- To identify the effect of the catch-up premium funds.
- To identify the strategies adopted by schools to 'catch students up'
- To determine how effective these strategies have been, and in what settings, for which pupils.
- To identify whether schools are meeting their curriculum expectations.
- To identify the need for further support.

4 TASKS

Work package 1: Set-up (Nov-Dec 2020)

Project inception: The contractor shall meet with the Department to finalise and agree the project's aims and objectives, review the specifications and project plan, as well as the liaison agreements.

DfE staff interviews: The contractor shall conduct interviews with 2 DfE staff to discuss the research in greater depth. We envisage that interviewees will be part of the core DfE team (either research or policy colleagues) delivering this contract and who have a deep understanding of the policy drivers that led to its commissioning, the challenges the Department is trying to address and how the findings will be used.

Desk review: The contractor shall conduct a short desk review in order to contextualise the research and inform research instruments. This will cover government guidance for schools, research reports and other grey literature related to the impact of COVID-19 and school closures on primary and secondary schools and pupil learning.

Work package 2: Case studies

The contractor shall conduct case studies within ten schools across two waves of fieldwork, in order to collate in-depth evidence with key stakeholders on catch-up. The findings across both waves of fieldwork will be triangulated by the contractor. Each case study will take place across the following timeline:

- Case study wave one (December 2020 – March 2021)
- Case study wave two (May & July 2021)

All case study fieldwork will be completed by 30th July 2021.

Sampling:

The contractor will purposively sample ten schools from a sampling frame developed using a combination of the Get Information About Schools (GIAS) and DfE performance tables data. The sampling frame will be constructed based on the four priority characteristics outlined within the tender. These include:

- Schools with high or low proportions of pupils eligible for free school meals (FSM)
- Secondary vs primary settings
- Schools with low vs high average pupil attainment
- Schools with a larger or smaller proportion of black, Asian and minority ethnic (BAME) pupils on roll

The Department will provide details of schools participating in the National Tutoring Programme (NTP) to the contractor to be included within the sample. The contractor will sample an initial shortlist of 30 schools from this sampling frame.

The contractor will use the British Red Cross COVID-19 Vulnerability Index to ensure the sample is split evenly between areas of high and low vulnerability. The contractor will screen this sample to ensure all Ofsted ratings are represented, as well as a mixture of maintained schools and academies.

The contractor will then assess the overall balance of the sample, substituting schools with overrepresented characteristics with new, randomly selected schools with underrepresented characteristics. The contractor will then recruit ten schools to the study from this final shortlist of 30 settings. The contractor will then work with the Department to recruit ten schools across a specified breakdown of characteristics, to be agreed upon by the Department.

Recruitment:

The contractor will recruit schools to participate using the following approach:

- The contractor will send a letter and an email to head teachers on behalf of the Department.
- Should there be nonresponse, the contractor will follow these up with an email from CfEY's Director of Research one week later.
- The contractor will then make a phone call to the school's head, PA, or school office within 3 working days.
- The contractor will attempt one final phone call following this before selecting an alternative school to participate in the study.

The contractor will recruit parents and pupils using the following approach:

- Initially, the Contractor will recruit parents and pupils by asking teachers to select pupils who would provide the required age range and FSM eligibility, who also have parents that hold solid lines of communication with the school and would likely engage with the parent element of the study. In some cases, where it is not possible to engage parents, the Contractor will recruit backup parents whose children are not part of the diary task (Plan B).

- Adding to the 'Plan B' recruitment strategy for recruiting pupils, should the above fail, the contractor will offer £10 book vouchers for each participating pupil, at the discretion and approval of the Department.

Maximising participation and engagement:

The contractor will maintain engagement with schools and participants in the following ways:

- The contractor will share findings with schools as they emerge.
- The contractor will gather consent from participants to connect school leaders with other study participants.
- The contractor will request mobile numbers for all participating staff, and a member of staff who is responsible for parental engagement.
- The contractor will maintain contact with senior leaders of participating schools by updating them on the progress of the work once every half term.
- The contractor will send letters of thanks and certificates of participation to pupils involved within the study.

Tool development and data collection:

Prior to commencement of fieldwork, the contractor will conduct context-setting desk research for each participating school. The contractor will review key background school information, including:

- Performance data
- An overview of pupil characteristics
- A recent Ofsted report
- Summary statistics relating to local labour market conditions, deprivation, and area type.

The contractor will design a standardised proforma to collate this information, allowing settings to be easily compared.

The contractor will then collect evidence from two senior leaders, two teachers, four pupils and their parents from each school. This will be collected using the following methods:

- Teacher and senior leader phone / virtual interviews: The contractor will hold interviews with the head teacher (HT) and a member of the senior leadership team (SLT), who are instrumental in planning and delivering remote learning and catch-up activity. The contractor will record and transcribe these interviews. Interview topic guides will be produced by the contractor and shared with the Department for comment and clearance prior to use.
- Pupil diaries: The contractor will provide pupils with a journal containing prompts for the pupils to complete. In secondary students, the option of using the Ipsos Mobile App will also be provided. The journal tool for this element of the study will be produced by the contractor and shared with the Department for comment and clearance prior to use.
- Parent web survey: The contractor will create a short web survey for parents, ideally parents of pupils involved in the diary exercise. The contractor will

seek parental consent to share contact details with the research team, to allow communication of emerging findings and give prior notice of future waves of fieldwork. The contractor will share the survey questionnaire with the Department for comment and clearance prior to uploading to IBM Dimensions. The survey link will then be shared with the Department for final review prior to fieldwork.

Work package 3: Survey

The contractor will produce, disseminate, and analyse an online survey with Head Teachers and senior leaders to provide a snapshot of schools' recovery approaches to lost time in education. This will provide quantitative data surrounding catch-up, as well as providing a sample and findings to inform the topic guide for the qualitative interviews. The contractor will share the survey questionnaire with the Department for comment and clearance prior to uploading to IBM Dimensions. The survey link will then be shared with the Department for final review prior to fieldwork.

As requested by the Department in the Invitation to Tender for this work, the Contractor will undertake activities as necessary to agree the sharing of the survey questionnaire with partner study colleagues (to allow the survey questionnaire to form the basis of their separate study).

Sampling:

The contractor will generate a sampling frame using GIAS, incorporating the NTP schools into the sample that have been provided by the Department. The contractor will liaise with our partner study colleagues to ensure there is no duplication of schools across both samples:

- The contractor will share the Unique Reference Numbers (URN)s of the schools in this sample so this can be cross-referenced with the sampling frame of the partner study
- Where a school in the contractor's sample is also in the sampling frame of the partner study, it will be dropped from the partner study (so it doesn't receive the same survey twice)

The contractor will work to achieve a response rate of 15%. The contractor will contact 13,300 schools, and use all reasonable endeavours to achieve a sample of 2,000 schools. The contractor will select a stratified random probability sample of schools, in order to achieve the correct proportions of characteristics outlined within [Table 1](#) (see appendix). Based on discussions with partner study colleagues and the DfE, the contractor will assess the appropriateness and feasibility of oversampling for rural, high FSM, requires improvement, AP and special schools.

Recruitment:

The contractor will take the following steps to maximise recruitment and engagement. This will be split into three elements:

Pre survey:

- The contractor will leverage the social media channels of each member of the consortium to publicise the survey as part of the wider publication of the

research. The contractor will first gain prior consent from the Department before publicising the research at any instance.

- The contractor will explore possibilities to engage professional bodies to promote participation in the survey.
- The contractor will allow four weeks for the survey to be completed.
- The contractor will ensure the survey is device-agnostic and uses the latest question formats.

During survey:

- The contractor will publicise the survey via social media 3 days before the survey is open and on the day the survey opens.
- The contractor will ensure email addresses that are missing or incorrect are amended within the first few days of survey administration – expecting this to be a small amount thus not taking substantial time out of staff days allocated.
- The contractor will send weekly reminders to take part in the survey, using Dillman's Tailored Design Method.
- The contractor will monitor responses against the sampling framework at least twice a week.
- The contractor will chase up to 500 schools via telephone, who are shown to be of an underrepresented criterion in the sample. The contractor will initially invest up to 30 minutes for each school and an additional 30 minutes for those schools where indications are higher that a response will be achieved. When 1 hour is invested per school, time permitting and if participants prefer, the contractor will conduct the survey via telephone with those schools.
- The contractor will post letters and a copy of the questionnaire to up to 1,000 schools, including a return envelope. Based on the response rates of the first two weeks, the contractor will decide whether sending letters to request participants to fill in the online survey, or phone calls, is more appropriate – and will redirect accordingly.

Post-survey:

- The contractor will email the final report directly to participating schools once the report is published.

Survey development:

- The Contractor will liaise with the Department's stakeholders (including partner study and steering group) to produce an initial questionnaire draft.
- The Department will review and provide feedback on this draft.

The contractor will cognitively test the survey by conducting 10 45-minute online or telephone interviews with HTs/SLT. To sample, the contractor will use the Ipsos' IM-Educators panel in the first instance for quickness. If needed the contractor will draw schools from the GIAS database (and then exclude these from the main survey sample). The contractor will set the final sampling criteria for cognitive testing based on questionnaire content, in order to test different questionnaire routing. Following cognitive testing, the contractor will conduct revisions and the Department will provide final feedback and sign-off.

The final survey produced by the contractor will be approximately 15 minutes in length, and will collect permission to re-contact senior leaders for a follow-up interview, as well as consent to share their details with Sheffield Hallam University to draw a sample for the 60 qualitative interviews.

Data collection:

The contractor will ensure the survey is open for at least four weeks (with an additional four-week reserve in April to account for the Easter holiday). The contractor will ensure that the survey will:

- Be conducted using IBM Dimensions hosting installation.
- Be optimised for completion on mobile devices, as well as desktop or laptop computers, allowing flexibility.
- Be tested to ensure navigation is fully accessible, and that respondents have an option to change background colour and size of font using prominently placed 'accessibility buttons'.

The contractor will send emails to the Head Teacher including a unique link to the survey, and will also indicate that the survey can be completed by a Senior Leadership Team member if the Head Teacher deems this appropriate.

Work package 4: Interviews

Sampling and recruitment:

- The contractor will draw a sample for the telephone/virtual interview using a question added to the survey about respondents' willingness to participate in an interview in May-July 2021.
- The contractor will analyse the responses to this to confirm the range of willing respondents' school characteristics – reflecting the survey sampling criteria, and any other significant factors that emerge from their responses, e.g. typology of catch up approaches used by schools.
- The contractor will use these categories to form the sampling matrix and will indicate where it may be necessary to oversample or boost the number of schools/leaders with particular characteristics.
- The contractors will use the sampling matrix will ensure the interviews provide in-depth understanding reflective of the range of school circumstances, experiences, and recovery responses.
- The contractor will identify a longlist of schools in each matrix subgroup, with the aim of recruiting the requisite number of senior leaders in each – initially one leader per school by personalised email invitations to arrange an appointment at a convenient time (alongside project information sheets, consent forms, privacy statements etc).
- The contractor will use all reasonable endeavours to achieve a sample of 60 school leaders to interview.
- Where necessary the contractor will send follow up emails or phone calls to secure the participation of the achieved sample of 60 senior leaders from up to 60 schools.

- In large Multi-Academy Trusts (MATs), curriculum or policy development and decision-making are now often made centrally, therefore in some schools it may be appropriate to invite a lead from the MAT to take part – either as a joint or additional interview, or in place of the school leader, depending on the range of questions and answers related to COVID-19 policies and school changes. The overall achieved sample of 60 interviews that the contractor conducts may therefore be drawn from less than 60 schools. Where this is the case, the contractor will indicate in reporting.

The summer term can be a busy time for many schools, so the contractor will maintain flexibility to allow for this in the timetabling of interview slots. The Sheffield Institute of Education (SloE) team, comprised of six experienced qualitative researchers, supported by a dedicated administrator, will work together to ensure they have the flexibility and capacity for recruiting and completing the interviews on time and to a high standard.

Work package 5: Analysis

Case studies:

The contractor will import all raw data into a mixed methods analysis package. The contractor will then use the key themes identified by the interview and survey strands to identify individual cases that exemplify specific themes – creating short vignettes which bring identified themes to life.

Survey:

The contractor will work with the Department to form an analysis plan for the survey that will answer the research questions. This will initially include the contractor conducting a descriptive analysis and the weighting of school-level data by total number of schools using the GIAS database. The contractor will share this plan with the Department for clearance.

The contractor will analyse combinations of responses selected for multi-coding questions, in order to analyse the impact of strategies at a school-level, identifying which factors may be barriers or enablers in adopting different recovery approaches. The contractor will then use a cluster analysis and latent class analysis to help group together schools appropriately according to their response patterns across various questions.

The contractor will then use regression and key driver analysis (KDA) to identify those school characteristics which are most strongly associated with distinguishing between the different response options, which will help to identify which types of schools are undertaking which types of activities or are having different types of experiences.

The contractor will share early findings with SHU to support the development of the interviews' topic guide and share contact details of senior leaders who agreed to interview. The contractor will also present findings to the Department and steering group.

Qualitative interviews:

Once the 60 senior leader interviews are complete and entered on the excel spreadsheet, the contractor will conduct a first thematic analysis of interview data, drawing on the senior leader interviews – assessing the emergent evidence against the key questions and outlining the main findings for further analysis and reporting. All three teams from the consortium will hold an analysis meeting to interrogate the data together and discuss the findings, planning the detailed cross-phase analysis and final report structure for the interviews.

For the second stage detailed analysis, the contractor will undertake more granular thematic exploration of the cross-phase data, identifying subthemes, commonalities, and differences within and across interviews, surveys and case studies for each question.

Final analysis and synthesis of all data:

The contractor will utilise novel approaches, drawing benefits from the combination of methods and the phasing of the study. The timing of the study means that the first stage of the case study data will inform the survey design and the telephone interviews, allowing issues emerging to be tested out with a wider group of school leaders.

The contractor will use survey results to inform the interviews, and any issues from the telephone interviews themselves can also be addressed in more depth in the subsequent case study data collection phases.

At the endpoint, the contractor will conduct a final synthesis of evidence, triangulating evidence from all data sources, and drawing on wider evidence from the partner piece of research on changes in attainment levels as a result of the pandemic. Ipsos MORI's researchers will lead on the final triangulation of data across the three research strands. The contractor will use the quantitative data to identify the breadth of responses across the dataset, with qualitative methods providing an understanding of these findings, including from a range of additional perspectives (including teachers, pupils, and parents)

Both partner organisations within the consortium will produce internal outputs once their fieldwork is complete, which the Ipsos MORI team will then use as the basis to produce a final and technical report synthesising findings across the research strands. The partners will also meet regularly and participate in joint analysis sessions to share insights as they emerge.

Work package 6: Reporting

Interim: The contractor will engage in KiT meetings once every 2 weeks in addition to steering group meetings. The contractor will attend 5 key meetings (steering group meetings or meetings with partner study colleagues) to support the research. The contractor will produce four PowerPoint presentations to feedback indicative findings after the case study and survey phases, which will be signed off by the Department, as well as interim and final findings on all strands to the DfE research team and steering group.

Final: The contractor will produce and share a final survey data file with the Department, including a data dictionary. The contractor will also produce a publishable technical and full report as well as a standalone executive summary, adhering to the Department's template and accessibility requirements. The Department will provide feedback on draft and final versions of this final report, following the contractor's quality assurance processes, before final clearance. The Department and contractor will agree a review point to discuss the potential for follow-up research.

Schedule of work:

Task	Output	Revised date completed
Task 1: Project management	Project set-up meeting	11 th Dec 2020
	Publicise the study	15 th Jan 2021
Task 2: Design and preparation	Desk review	30 th Jan 2021
	Agree sampling approaches for survey and case studies (and survey sample drawn)	8 th Jan 2021
	CfEY draws sample (from IM sample)	15 th Jan 2021
Task 3: Case studies WAVE 1	Draft recruitment materials & case study instruments sent to IM & SHU	11 th Jan 2021
	Case study materials reviewed by IM & SHU	13 th Jan 2021
	Draft 1 topic guides & materials sent to DfE	18 th Jan 2021
	Department review 1	22 nd Jan 2021
	Draft 2 topic guides & materials sent to DfE	27 th Jan 2021
	Department to review and sign-off materials	29 th Jan 2021
	Recruit 10 case studies	19 th Feb 2021 (reserve of 2 weeks)
	Conduct case study fieldwork and collect relevant school documentation	26 th Feb 2021
	Analysis and write-up of case study wave 1 data, highlight report to IM	22 nd Mar 2021
	Presentation of wave 1 highlight findings to DfE & steering group	16 th Apr 2021
Task 4: Case studies WAVE 2	Draft topic guides & materials	26 th Apr 2021
	Department to review and sign-off materials	3 rd May 2021
	Conduct case study fieldwork	28 th Jun 2021
	Analysis and write-up of case study wave 2 data (highlights), highlight report sent from CfEY to IM	12 th Jul 2021
Task 5: Online survey of HTs/SLTs	Send draft questionnaire to DfE	11 th Jan 2021

Task	Output	Revised date completed
	Questionnaire to be reviewed by Department and signed off for cognitive testing	15 th Jan 2021
	Cognitive testing recruitment	15 th Jan 2021
	Cognitive testing fieldwork and feedback	1 st Feb 2021
	DfE feedback on revised questionnaire	5 th Feb 2021
	IM revises questionnaire based on DfE feedback	9 th Feb 2021
	Design of survey materials (invites etc.)	1 st Feb 2021
	Final questionnaire and survey materials signed off by the Department	12 th Feb 2021
	Review point for sharing survey with partner piece	26 th Feb 2021
	Survey scripting and checking	1 st March 2021
	Survey publicised by IM	1 st March 2021
	Survey in the field with twice-weekly fieldwork monitoring & email reminders	30 th April 2021
	Telephone chasing of 500 schools	23 rd Mar 2021
	Mailout of postal questionnaire (if necessary)	w/c 22 nd Mar 2021
	Scanning of postal questionnaires	10 th May 2021
	Survey data processing	24 th May 2021
	Data analysis and reporting	21 st Jun 2021
	Highlight presentation of findings at DfE steering group	5 th Jul 2021
Task 6: telephone / virtual interviews with heads & SLT	Draw sample from survey	3 rd May 2021
	Develop topic guide and other materials	19 th Apr 2021
	Topic guide review and sign-off by the Department	3 rd May 2021
	Recruitment and set up of interviews	31 st May 2021
	Conducting interviews	5 th Jul 2021
	Interview analysis and reporting	2 nd Aug 2021
	Report findings sent from SHU to Ipsos Mori	9 th Aug 2021
Task 7: Synthesis and final reporting	Steering group meetings	w/c 11 th Jan 2021 w/c 12 th Apr 2021 (case study 1 highlight findings) w/c 21 st June OR w/c 28 th June 2021 (all highlight findings)
	Interim findings presentation	w/c 6 th Sept OR w/c 13 th Sept
	Final draft report 1 to DfE	1 st Nov 2021
	DfE feedback on report	12 th Nov 2021
	Final draft report 2 to DfE	19 th Nov 2021
	DfE feedback on report	26 th Nov 2021
	Final report	1 st Dec 2021
	Presentation to DfE & steering group	w/c 13 th Dec

STAFFING

The contractors team shall comprise of individuals across all three companies within the Consortium; these being Ipsos Mori, Sheffield Hallam University (SH) and the Centre for Education and Youth (CfEY). This shall comprise [REDACTED] (Project Director, Ipsos Mori), [REDACTED] (Project Manager and Survey Manager, Ipsos Mori), [REDACTED] (Interview Manager, SHU), [REDACTED] (Interview support, SHU), [REDACTED] (Deputy Director & Interview Lead, SHU), [REDACTED] (Deputy Director & Case Study lead, CfEY), [REDACTED] (Project Manager and case study lead, CfEY), [REDACTED] and [REDACTED] (case study support, CfEY), [REDACTED] <redacted> (QA, SHU), [REDACTED] (QA [REDACTED] (Adviser and QA), [REDACTED] (Adviser and QA).

The Department's Project Manager shall be [REDACTED]. The Contractor should direct all queries to [REDACTED] using the contact details specified on page 2 of the contract.

6. 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.

The steering group for this project will be overseeing both this project and its partner piece.

7. RISK MANAGEMENT

Risk	Likelihood	Impact	Steps to mitigate
Set-up delays / late contract delivery	Low	High	<ul style="list-style-type: none"> • Delivery monitored through project/activity plans, risk management and regular team meetings • Proactive relationship management with DfE
School closures due to COVID-19	Medium / Medium	Medium	<ul style="list-style-type: none"> • Use social media/contact schools at different intervals to support continuous engagement/communications • Continue contact with key school contacts where possible

Low school participation / response rate	Medium / High	High	<ul style="list-style-type: none"> • Publicise the research (approach already explained), oversample across work-streams, use common contacts to approach schools • Develop tried and tested methods for securing high participation and survey response rates among HT and SLT (i.e. HPML evaluation, NQT survey, DfE International teacher recruitment research)
School burden	Low / Medium	High	<ul style="list-style-type: none"> • Develop good, sustained relationships with case study schools • Recruitment materials in line with best practice and approach allows for flexibility and reasonable time for activities to take place for busy professionals • Explicitly ask non-responding schools for feedback and if burden is perceived high, and if needed, alter approach to suit them
Poor quality outputs	Low	High	<ul style="list-style-type: none"> • Follow Ipsos MORI's strict project management and QA procedures • Engage team, advisors, DfE and steering group in the design of outputs and agree analysis plan and reporting structure • Piloting and cognitive testing • Team with strong report-writing track record in place • Allow sufficient time and resources for analysis and reporting
Timetable slippages & loss of key members of staff	Low	High	<ul style="list-style-type: none"> • Realistic timetable produced, a team of experienced researchers assembled, all staff are deputised and all materials are documented with strict version control for continuity/succession planning • Draw from the 200+ researchers in our organisations, if necessary • Once commissioned, produce a weekly project plan to be used as a basis for our weekly team update meetings

8 DATA COLLECTION

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

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

- only data essential to the project shall be collected;
- data should be collected electronically where appropriate/preferred;
- questionnaires should be pre-populated wherever possible and appropriate;
- schools must be given at least four working weeks to respond to the exercise from the date they receive the request; and
- 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.

9. CONSENT ARRANGEMENTS

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

10. PROJECT COMMUNICATION PLAN

The Contractor shall work with the Project Manager and 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
Milestone	Date	Amount
Milestone 1: Case study Wave 1 and survey fieldwork: <ul style="list-style-type: none"> • Sampling for survey, case studies and interviews completed • Sign off of survey • Sign off of research instruments for case studies • Case study fieldwork Wave 1 completed • Survey launched 	12 th March 2021	
TOTAL FY1		
Milestone 2: Survey, interviews and case studies Wave 2 completed: <ul style="list-style-type: none"> • Achieve 2,000 survey returns, 60 interviews and 10 case studies • Analyse and write up survey, interview, and case study data • Presentation of interim findings to DfE and steering group 	17 th September 2021	
Milestone 3: All fieldwork completed, and report delivered: <ul style="list-style-type: none"> • Triangulation of data across work streams • Final report completed and signed off by the Department 	17 th December 2021	
TOTAL FY2		
GRAND TOTAL		£195,000.00

Expenditure for the financial year 2020-2021 shall not exceed

Expenditure for the financial year 2021-2022 shall not exceed

Total Project expenditure shall not exceed **£195,000**

- 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 **accountspayable.OCR@education.gov.uk** Invoices submitted by email must be in PDF format, with one PDF file per invoice including any supporting documentation in the same file. Multiple invoices may be submitted in a single email but each invoice must be in a separate PDF file. The Department undertakes to pay correctly submitted invoices within 10 days of receipt. The Department is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Department. Any correctly submitted invoices that are not paid within 30 days may be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998. A correct invoice is one that: is delivered in timing in accordance with the contract; is for the correct sum; in respect of goods/services supplied or delivered to the required quality (or are expected to be at the required quality); includes the date, supplier name, contact details and bank details; quotes the relevant purchase order/contract reference and has been delivered to the nominated address. If any problems arise, contact the Department's Project Manager. The Department aims to reply to complaints within 10 working days. The Department shall not be responsible for any delay in payment caused by incomplete or illegible invoices.
- 7 The Contractor shall have regard to the need for economy in all expenditure. Where any expenditure in an invoice, in the Department's reasonable opinion, is excessive having due regard to the purpose for which it was incurred, the Department shall only be liable to reimburse so much (if any) of the expenditure disallowed as, in the Department's reasonable opinion after consultation with the Contractor, would reasonably have been required for that purpose.
- 8 If this Contract is terminated by the Department due to the Contractor's insolvency or default at any time before completion of the Projects, the

Department shall only be liable under paragraph 1 to reimburse eligible payments made by, or due to, the Contractor before the date of termination.

- 9** On completion of the Project or on termination of this Contract, the Contractor shall promptly draw-up a final invoice, which shall cover all outstanding expenditure incurred for the Project. The final invoice shall be submitted not later than 30 days after the date of completion of the Projects.
- 10** The Department shall not be obliged to pay the final invoice until the Contractor has carried out all the elements of the Projects specified as in Schedule 1.
- 11** It shall be the responsibility of the Contractor to ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. Provided that all previous invoices have been duly paid, on due payment of the final invoice by the Department all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the Department shall have no further liability to make reimbursement of any kind.

End of Schedule Two

SCHEDULE THREE

1. Contractor's Obligations

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

2. Department's Obligations

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

3. Changes to the Department's Requirements

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

4. Management

- 4.1 The Contractor shall promptly comply with all reasonable requests or directions of the Project Manager in respect of the Services.
- 4.2 The Contractor shall address any enquiries about procedural or

contractual matters in writing to the Project Manager. Any correspondence relating to this Contract shall quote the reference number set out in the Recitals to this Contract.

5. Contractor's Employees and Sub-Contractors

- 5.1 Where the Contractor enters into a contract with a supplier or contractor for the purpose of performing its obligations under the Contract (the "Sub-contractor") it shall ensure prompt payment in accordance with this clause 5.1. Unless otherwise agreed by the Department in writing, the Contractor shall ensure that any contract requiring payment to a 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

- (c) GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and 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 4a in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Schedule 4b in replacement of Clauses 7.1-7.14 for the Personal Data under Joint Control.*

8. Departmental Security Standards

- 8.1 The Contractor shall comply with Departmental Security Standards for Contractors which include but are not constrained

to the following clauses.

- 8.2 Where the Contractor will provide ICT products or services or otherwise handle information at OFFICIAL on behalf of the Department, the requirements under Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification - Action Note 09/14 25 May 2016, or any subsequent updated document, are mandated; that “contractors supplying products or services to HMG shall have achieved, and retain certification at the appropriate level, under the HMG Cyber Essentials Scheme”. The certification scope must be relevant to the services supplied to, or on behalf of, the Department.
- 8.3 The Contractor shall be able to demonstrate conformance to, and show evidence of, such conformance to the ISO/IEC 27001 (Information Security Management Systems Requirements) standard, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).
- 8.4 The Contractor shall follow the UK Government Security Classification Policy (GSCP) in respect of any Departmental Data being handled in the course of providing this service, and will handle this data in accordance with its security classification. (In the event where the Contractor has an existing Protective Marking Scheme then the Contractor may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Departmental Data).
- 8.5 Departmental Data being handled in the course of providing an ICT solution or service must be segregated from all other data on the Contractor’s or sub-contractor’s own IT equipment to protect the Departmental Data and enable the data to be identified and securely deleted when required. In the event that it is not possible to segregate any Departmental Data then the Contractor and any sub-contractor shall be required to ensure that it is stored in such a way that it is possible to securely delete the data in line with Clause 8.14.
- 8.6 The Contractor shall have in place and maintain physical security, in line with those outlined in ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g. door access) to premises and sensitive areas
- 8.7 The Contractor shall have in place and maintain an access control policy and process for the logical access (e.g. identification and authentication) to ICT systems to ensure only authorised personnel have access to Departmental Data.

- 8.8 The Contractor shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Departmental Data, including but not limited to: physical security controls; good industry standard policies and process; anti-virus and firewalls; security updates and up-to-date patching regimes for anti-virus solutions; operating systems, network devices, and application software, user access controls and the creation and retention of audit logs of system use.
- 8.9 Any data in transit using either physical or electronic transfer methods across public space or cyberspace, including mail and couriers systems, or third party provider networks must be protected via encryption which has been certified to FIPS 140-2 standard or a similar method approved by the Department prior to being used for the transfer of any Departmental Data.
- 8.10 Storage of Departmental Data on any portable devices or media shall be limited to the absolute minimum required to deliver the stated business requirement and shall be subject to Clause 8.11 and 8.12 below.
- 8.11 Any portable removable media (including but not constrained to pen drives, flash drives, memory sticks, CDs, DVDs, or other devices) which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the contractor or (sub-)contractors providing the service, shall be both necessary to deliver the service and shall be encrypted using a product which has been certified to FIPS140-2 standard or another encryption standard that is acceptable to the Department.
- 8.12 All portable ICT devices, including but not limited to laptops, tablets, smartphones or other devices, such as smart watches, which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the contractor or sub-contractors providing the service, and shall be necessary to deliver the service. These devices shall be full-disk encrypted using a product which has been certified to FIPS140-2 standard or another encryption standard that is acceptable to the Department.
- 8.13 Whilst in the Contractor's care all removable media and hardcopy paper documents containing Departmental Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation.
- 8.14 When necessary to hand carry removable media and/or hardcopy paper documents containing Departmental Data, the

media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This clause shall apply equally regardless of whether the material is being carried inside or outside of company premises.

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

availability of Departmental Data being handled in the course of providing this service, or any non-compliance with these Departmental Security Standards for Contractors, or other Security Standards pertaining to the solution, shall be investigated immediately and escalated to the Department by a method agreed by both parties.

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

(CCSC) or NCSC Certified Professional (CCP) Security and Information Risk Advisor (SIRA).

9. 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.
- 9.2 The Contractor will use reasonable skill and care to ensure the accuracy of its reports, models and other presentations of the Services. As the nature of Services is based upon samples and statistical treatment of information, Contractor does not warrant the total accuracy of the Services or the data contained therein. Supplier does not predict or assure any particular substantive results of the Services in advance, nor does the Contractor accept any liability for (i) Department's interpretation of Department's reports or of other data furnished to the Department by the Contractor, (ii) any errors caused by errors in data provided to the Contractor, (iii) improper use of simulation software or improper interpretation of simulation software results by the Department, or (iv) resale of survey results or other data by the Department. .
- 9.3 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:
 - 9.3.1 require the Contractor promptly to re-perform or replace the relevant part of the Project without additional charge to the Department; or
 - 9.3.2 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.
- 9.4 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.

- 9.5 Without prejudice to any other exclusion or limitation of liability in this Contract, the maximum liability of Contractor for any breach of the conditions of this Agreement shall be limited to 125% of fees received by it in relation to the research which is the subject of the claim.
- 9.6 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.
- 9.7 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.
- 9.8 Nothing in this Agreement shall limit or exclude either party's liability for: a) death or personal injury caused by its negligence; b) its fraud or wilful default; c) breach of Data Protection Legislation; and d) anything else which it cannot by law limit or exclude its liability.

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.

10.6 On termination or expiry of this agreement the Department shall pay to the Contractor all of the Contractor's outstanding unpaid invoices and interest and, in respect of the Services supplied up to the point of notice to terminate but for which no invoice has been submitted, the Contractor may submit an invoice, which will be processed in line with clause 2 and the payment provisions of Schedule Two

11. Status of Contractor

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

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

12. Freedom of information

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

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

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

- 12.2.2 provide the Department with a copy of all Information in its possession, or power in the form that the Department requires within five Working Days (or such other period as the Department may specify) of the Department's request; and
- 12.2.3 provide all necessary assistance as reasonably requested by the Department to enable the Department to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 12.3 The Department shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- 12.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Department.
- 12.5 The Contractor acknowledges that (notwithstanding the provisions of Clause 13) the Department may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("**the Code**"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Project:
 - 12.5.1 in certain circumstances without consulting the Contractor; or
 - 12.5.2 following consultation with the Contractor and having taken their views into account;
 - 12.5.3 provided always that where 12.5.1 applies the Department shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- 12.6 The Contractor shall ensure that all Information is retained for disclosure and shall permit the Department to inspect such records as requested from time to time.

13. CONFIDENTIALITY

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

- 13.1.1 treat the other party's Confidential Information as confidential and safeguard it accordingly; and
- 13.3.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.
- 13.2 Clause 13 shall not apply to the extent that:
 - 13.2.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to clause 12 (Freedom of Information);
 - 13.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 13.2.3 such information was obtained from a third party without obligation of confidentiality;
 - 13.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
 - 13.2.5 it is independently developed without access to the other party's Confidential Information.
- 13.3 The Contractor may only disclose the Department's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 13.4 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Department's Confidential Information received otherwise than for the purposes of this Contract.
- 13.5 At the written request of the Department, the Contractor shall procure that those members of the Contractor Personnel identified in the Department's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Contract.
- 13.6 Nothing in this Contract shall prevent the Department from disclosing the Contractor's Confidential Information:
 - 13.6.1 to any Crown Body or any other Contracting Department.
All Crown Bodies or Contracting Authorities receiving

such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Department;

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

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

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

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

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

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

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

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

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

13.13 The Contractor shall allow the Department, whether itself or through an agent, to conduct an audit of records and information held by the Contractor or its sub-contractors or any other relevant person in relation to the performance by the Contractor of its obligations under this Agreement. Any audit or inspection permitted hereunder or under clause 13 of this Agreement is not intended to include (i) any information related to the Contractor's provision of services to other clients or other client data residing on the Contractor's computer systems. The Department agrees that any audit or access to the Contractor's premises will be in a manner that minimises interference with the Contractor's business operations, and that any request by the Department for an audit or access to the Contractor's premises may not be granted by the Contractor more than once in any 12 month period

14. Access and Information

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

15. Transfer of Responsibility on Expiry or Termination

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

15.2 Such assistance may include (without limitation) the delivery of documents and data in the possession or control of the Contractor which relate to this Contract, including the documents and data, if any, referred to in the Schedule.

15.3 The Contractor undertakes that it shall not knowingly do or omit to do anything that may adversely affect the ability of the Department to ensure an orderly transfer of responsibility.

16. Tax indemnity

16.1 Where the Contractor is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times

comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.

- 16.2 Where the Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
- 16.3 The Department may, at any time during the term of this contract, ask the Contractor to provide information which demonstrates how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it.
- 16.4 A request under Clause 16.3 above may specify the information which the Contractor must provide and the period within which that information must be provided.
- 16.5 The Department may terminate this contract if-
- (a) in the case of a request mentioned in Clause 16.3 above if the Contractor:
 - (i) fails to provide information in response to the request within a reasonable time, or
 - (ii) provides information which is inadequate to demonstrate either how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it;
 - (b) in the case of a request mentioned in Clause 16.4 above, the Contractor fails to provide the specified information within the specified period, or
 - (c) it receives information which demonstrates that, at any time when Clauses 16.1 and 16.2 apply, the Contractor is not complying with those Clauses.
- 16.6 The Department may supply any information which it receives under Clause 16.3 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.
- 16.7 The Contractor warrants and represents to the Department that it is an independent contractor and, as such, bears sole responsibility for the payment of tax and national insurance contributions which may be found due from it in relation to any payments or arrangements made under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.

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

17. Amendment and variation

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

18. Assignment and Sub-contracting

- 18.1 The benefit and burden of this Contract may not be assigned or sub-contracted in whole or in part by the Contractor without the prior written consent of the Department. Such consent may be given subject to any conditions which the Department considers necessary. The Department may withdraw its consent to any sub-contractor where it no longer has reasonable grounds to approve of the 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****Schedule 4a**

1. The contact details of the Customer's Data Protection Officer are:


 Department for Education
 2 Rivergate
 Bristol
 BS1 6EW


2. The contact details of the Contractor's Data Protection Officer are:



Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Department for Education and Ipsos MORI is each a Data controller of the data as described below
Subject matter of the processing	<p>The Department for Education as Controller requires data to be processed as permitted in the Contract (Project Reference No: DFERPPU 20-21/019) by the Ipsos MORI and authorised sub-contractors (including Sheffield Hallam University and the Centre for Education and Youth), to enable the Department for Education to understand schools' recovery approaches to lost learning caused by COVID-19, supporting the development of HM government education policy.</p> <p>Ipsos MORI retain a control of the personal data where the identity of data subjects will be withheld from the DfE for the purposes of the processing of the data as described in 'Nature and purposes of the processing'. DfE would only secure access to personal data under its control where this became necessary in order for DfE to access the personal data or for it to fulfil its obligations</p>

	under the data protection legislation.
Duration of the processing	The personal and school-level data outlined below will be processed only from the outset of this Contract (Project Reference No: DFERPPU 20-21/019) until the research end date (20/12/21).
Nature and purposes of the processing	<p>Purpose: Delivery of the research specified in this Contract (Project Reference No: DFERPPU 20-21/019):</p> <p>The nature of the processing will include:</p> <ul style="list-style-type: none"> ○ The recording and collection of research data through online, telephone, and paper surveys (across main survey and case studies) ○ Voice recording and note taking of telephone interviews (across main interviews and case studies) ○ Written or digital copies of pupil diaries for the case studies <p>Data across all sources (interviews, case studies, and survey) will be analysed by the Contractor, including triangulation across the different research sources in order to answer the research questions outlined within this Contract.</p> <p>Research findings based on the data will be reported through interim and final written reports as well as verbal presentations. The final report will be published. Any findings reported (be these written or verbal) will be anonymised, and no individuals will be identified through the course of reporting.</p> <p>The research data will be stored securely by the Contractor in compliance with the Data Protection Act 2018 and GDPR.</p> <p>Once the research project is complete, the research data will be destroyed in line with the timescales set out in the last section of this table.</p> <p>Access to the Personal Data will only be afforded to DFE as a controller where permitted by this agreement.</p> <p>The purpose of the processing is to meet the aims and objectives of the research project as set out in this Contract:</p> <ul style="list-style-type: none"> ○ Collation of contact details for senior leaders, teachers, and parents is for the purpose of

	<p>conducting qualitative interviews (via telephone or video calls) and surveys (online, paper, or telephone).</p> <ul style="list-style-type: none"> ○ Recording and storage of personal data (contact details, and if teacher: time in post and role) is to inform sampling for all elements of the research. For the case studies, this is to ensure participants can be re-contacted for the second case study wave. The survey will record personal data in order to contact participants who have 'opted-in' to be re-contacted to participate in qualitative interviews. <p>Processing will only be undertaken to achieve the objectives of this Contract, i.e. for research purposes only.</p>
Type of Personal Data being processed	<p>Teachers / leaders data:</p> <ul style="list-style-type: none"> - Names - Telephone numbers - Email addresses <p>Pupils:</p> <ul style="list-style-type: none"> - pupil name, gender, year group, and FSM eligibility - pupils may share additional personal/sensitive data in the opinions and descriptions of school and home life they provide in their diaries (these will be open response format) <p>Parents:</p> <ul style="list-style-type: none"> - parents' names, email addresses and phone numbers so that we can recruit parents and match their responses to their child's - parents may share additional personal/sensitive data in their responses to the web survey (these will be open response format) <p>Demographic and contextual data:</p> <ul style="list-style-type: none"> - Employer school - Year group taught - Staff level - Career experience of teacher - Subject / subject specialisation
Categories of Data Subject	Teachers and senior leaders, parents, and pupils

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	The data will be destroyed by the Contractor within six months of the end of the contract, should a contract extension not be agreed to conduct follow-up research. In this event, the data will be destroyed six months following the end of that extension. Electronic data is held on encrypted drives.
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Schedule 4b Joint Controller Agreement

The Contractor shall be responsible for

- providing information to data subjects under [Article 13 and 14](#) of the GDPR. The information must include the point of contact for the Customer, which is the Customer's Data Protection Officer as specified in Schedule 4a
- responding to data subject requests under [Articles 15-22](#) of the GDPR, where the Personal Data has not been accessed the Customer under this agreement
- notifying the Information Commissioner (and data subjects) where necessary about data breaches, where the Personal Data has not been accessed by the Customer under this agreement

The Customer shall be responsible for

- providing information to data subjects under [Article 13 and 14](#) of the GDPR where the Customer has accessed the Personal Data under this agreement
- responding to data subject requests under [Articles 15-22](#) of the GDPR, where the Personal Data has been accessed by the Customer under this agreement
- notifying the Information Commissioner (and data subjects) where necessary about data breaches, where the Personal Data has been accessed by the Customer under this agreement

Each controller is responsible for

- carrying out any required Data Protection Impact Assessment for its control of the data
- maintaining records of processing of Personal Data under [Article 30](#) of the GDPR

End of Schedule Four

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

Signature

[REDACTED]

Name in CAPITALS

[REDACTED]

Position and Address

Deputy Director, EYSG
Level 1,
2, St Pauls Place
SHEFFIELD

Date

10 December 2020

Authorised to sign for
and on
behalf of the Contractor

Signature

[REDACTED]

Name in CAPITALS

[REDACTED]

Position and Address

Director, Education
Children and Families
Ipsos MORI
3 Thomas Moore
Square, LONDON
E1W 1YW

Date

10 December 2020

Appendix:**Table 1:**

<i>Variable</i>	<i>Breakdown</i>
School phase	<ul style="list-style-type: none"> - Primary - Secondary
School type	<ul style="list-style-type: none"> - Academy - Maintained - Free school
Geography	<ul style="list-style-type: none"> - Rural & urban - Regional (North-West, East Midlands, etc. alongside London breakdown)
Ofsted rating	<ul style="list-style-type: none"> - Outstanding - Good - Requires improvement
AP / SEND schools	<ul style="list-style-type: none"> - AP - SEND
Disadvantage	<ul style="list-style-type: none"> - High FSM - Medium FSM - Low FSM
School size	<ul style="list-style-type: none"> - Very large - Large - Medium - Small
NTP	<ul style="list-style-type: none"> - Schools that are partaking in NTP / not