



Department for Education

CONTRACT FOR: EXTENSION TO THE LONGITUDINAL STUDY OF EARLY EDUCATION AND DEVELOPMENT (SEED) PROJECT REFERENCE NO: DFERPPU/ 20-21/028

This Contract is dated 10th August 2021

Parties

- 1) The Secretary of State for Education whose Head Office is at Sanctuary Buildings, Great Smith Street, LONDON, SW1P 3BT ("the Department"); and
- 2) **NatCen Social Research** whose registered office is **35 Northampton Square, London, EC1V 0AX** ("the Contractor").

Recitals

The Contractor has agreed to undertake the Project on the terms and conditions set out in this Contract. The Department's reference number for this Contract is **DFERPPU/20-21/028**.

Commencement and Continuation

The Contractor shall commence the Project on the date the Contract was signed by the Department (as above) and, subject to Schedule Three, Clause 10.1 shall complete the Project on or before **31st December 2029**.

Contents

Interpretations

Schedule One

Schedule Two

Schedule Three

Schedule Four

Signatories page 64

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”	██████████
“the Contractor’s Project Manager”	██████████
“the Act and the Regulations”	means the Copyright Designs and Patents Act 1988 and the Copyright and Rights in Databases Regulations 1997;
“Affiliate”	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
“BPSS” “Baseline Personnel Security Standard”	a level of security clearance described as pre-employment checks in the National Vetting Policy. Further Information can be found at: https://www.gov.uk/government/publications/government-baseline-personnel-security-standard ;
“CC” “Common Criteria”	the Common Criteria scheme provides assurance that a developer’s claims about the security features of their product are valid and have been independently tested against recognised criteria;
“CCP” “Certified Professional”	is a NCSC scheme in consultation with government, industry and academia to address growing need for specialists in the cyber security profession and building a community of recognised professionals in both the UK public and private sectors. See website: https://www.ncsc.gov.uk/scheme/certified-professional ;
“CCSC” “Certified Cyber Security Consultancy”	is NCSC’s approach to assessing the services provided by consultancies and confirming that they meet NCSC’s standards. This approach builds on the strength of CLAS and certifies the competence of suppliers to deliver a wide and complex range of cyber security consultancy services to both the public and private sectors. See website: https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy ;
“Commercially Sensitive Information”	information of a commercially sensitive nature relating to the Contractor, its IPR or its business or which the Contractor has indicated to the Department that, if disclosed by the Department, would cause the Contractor significant commercial disadvantage or

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

	<p>There are a number of certification bodies that can be approached for further advice on the scheme; the link below points to one of these providers https://www.iasme.co.uk/apply-for-self-assessment/</p>
"Data"	<p>means all data, information, text, drawings, diagrams, images or sound embodied in any electronic or tangible medium, and which are supplied or in respect of which access is granted to the Contractor by the Department pursuant to this Contract, or which the Contractor is required to generate under this Contract;</p>
"Data Loss Event"	<p>any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;</p>
"Data Protection Impact Assessment"	<p>an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;</p>
"Data Protection Legislation"	<p>(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;</p>
"Data Protection Officer"	<p>take the meaning given in the GDPR;</p>
"Data Subject"	<p>take the meaning given in the GDPR;</p>
"Data Subject Access Request"	<p>a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;</p>
"Department Confidential Information"	<p>all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Department, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;</p>
"Department's Data"	<p>is any data or information owned or retained</p>
"Department's Information"	<p>in order to meet departmental business objectives and tasks, including:</p> <p>(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:</p> <p>(i) supplied to the Contractor by or on behalf of the Department; or</p>

	(ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or
	(b) any Personal Data for which the Department is the Controller;
"DfE"	means the Department for Education;
"Department"	
"Department Security Standards"	means the Department's security policy or any standards, procedures, process or specification for security that the Contractor is required to deliver;
"Digital Marketplace/GCloud"	the Digital Marketplace is the online framework for identifying and procuring cloud technology and people for digital projects. Cloud services (e.g. web hosting or IT Health checks) are on the G-Cloud framework;
"DPA 2018"	Data Protection Act 2018;
"Effective Date"	the date on which this Contract is signed by both parties;
"Environmental Information Regulations"	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice 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"	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;
"Industry Good Practice"	
"Good Industry 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;
"Industry Good Standard"	
"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)"	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;
"IT Health Check (ITHC)"	
"Penetration Testing"	
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Need-to-Know"	the Need-to-Know principle is employed within HMG to limit the distribution of classified information to those people with a clear 'need to know' in order to carry out their duties;
"NCSC"	The National Cyber Security Centre (NCSC) formerly CESG Is the UK government's National Technical Authority for Information Assurance. The NCSC website is http://www.ncsc.gov.uk ;
"OFFICIAL"	the term 'OFFICIAL' is used to describe the baseline level of 'security classification' described within the Government Security Classification Policy (GSCP) which details the level of protection
"OFFICIAL SENSITIVE"	

	<p>to be afforded to information by HMG, for all routine public sector business, operations and services.</p> <p>the 'OFFICIAL-SENSITIVE' caveat is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen or published in the media, as described in the Government Security Classification Policy;</p>
"Original Copyright Work"	means the first Copyright Work created in whatever form;
"Personal Data"	take the meaning given in the GDPR;
"Personal Data Breach"	take the meaning given in the GDPR;
"Processor"	take the meaning given in the GDPR;
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
"Regulatory Bodies"	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Department and "Regulatory Body" shall be construed accordingly;
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"Secure Sanitisation"	<p>Secure sanitisation is the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level. Some forms of sanitisation will allow you to re-use the media unusable. Secure sanitisation was previously covered by "Information Assurance Standard No.5 – Secure Sanitisation" ("IS5") issued by the former CESG. Guidance can be found at:</p> <p>https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media;</p> <p>The disposal of physical documents and hardcopy materials advice can be found at:</p> <p>https://www.cpni.gov.uk/secure-destruction;</p>
"Security and Information Risk Advisor"	the Security and Information Risk Advisor (SIRA)
"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"	
"HMG Security Policy Framework"	This is the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government's Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently and securely. https://www.gov.uk/government/publications/security-policy-framework;
"Staff Vetting Procedures"	the Department's procedures and departmental policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures, including, but not limited to, the provisions of the Official Secrets Act 1911 to 1989;
"Sub-Contractor"	the third party with whom the Contractor enters into a Sub-contract or its servants or agents and any third party with whom that third party enters into a Sub-contract or its servants or agents;
"Sub-processor"	any third Party appointed to process Personal Data on behalf of the Contractor related to this Contract;
"Third Party Software"	software which is proprietary to any third party [other than an Affiliate of the Contractor] which is or will be used by the Contractor for the purposes of providing the Services, and
"Work"	means any and all works including but not limited to literary, dramatic, musical or artistic works, sound recordings, films, broadcasts or cable programmes, typographical arrangements and designs (as the same are defined in the Act) which are created from time to time during the course of this Contract by the Contractor or by or together with others at the Contractor's request or on its behalf and where such works directly relate to or are created in respect of the performance of this Contract or any part of it;
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.
1.2	References to "Contract" mean this contract (and include the Schedules). References to "Clauses" and "Schedules" mean clauses of and schedules to this Contract. The provisions of the Schedules shall be binding on the parties as if set out in full in this Contract.
1.3	Reference to the singular include the plural and vice versa and references to any gender include both genders. References to a person include any individual, firm, unincorporated association or body corporate.

SCHEDULE ONE**1 BACKGROUND**

The Department for Education has a long track record and commitment to running high-quality longitudinal studies which are used effectively to influence policies affecting children and their families.

The Study of Early Education and Development (SEED) is a major longitudinal study that has followed nearly 6,000 children from across England from age two through to the end of Key Stage One (age 7). The aims of SEED are to understand how characteristics of the early environment, including early childhood education and care and home and parenting, relate to child development over time. Furthermore, the study aims to understand what is important for high quality childcare provision and how the quality of provision relates to child outcomes, including comparing the costs of delivering early education with the estimated monetary value of the impacts on child development.

The DfE are extending the SEED study until the cohort reach the end of Key Stage 4. This extension would include analysis of Key Stage 2 and Key Stage 4 outcomes (ages 8-16), data linkage with wider Government administrative data. There will be an additional primary data collection for when the cohort are in Key Stage 2 and the potential for a further primary data collection at Key Stage 4, subject to contract variation. The extension of SEED ensures that the study will continue to provide critical evidence across a broad spectrum of Early Years and Schools policy and for other government stakeholders.

2 AIMS

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

- Collect data on child development and outcomes as the SEED cohorts move from childhood to adolescence and track how their outcomes at Key Stage 2 (ages 10-11) and Key Stage 4 (age 15-16) relate to characteristics of their early environment.
- Combine primary data collection(s) with children, parents, and teachers and use the linked administrative data, at Key Stage 2 and Key Stage 4.
- Provide evidence on how patterns in use, duration, and intensity of use of ECEC (early childhood education and care) from ages 2-4 affects children's attainment at Key Stage 2 (reading, writing, maths, and science) and at Key Stage 4.
- Provide evidence on how home factors such as parenting, parent-child relationships, and the home learning environment affect children's attainment at Key Stages 2 and 4.
- Assess how the quality of the early years' settings attended affects children's attainment at Key Stages 2 and 4, using the quality measures obtained in the earlier study.
- Assess the medium to longer-term value for money and cost-benefit outcomes of ECEC usage.
- Link the SEED data with the National Pupil Database (NPD) at Key Stage 2 and 4. The contractor will also link the SEED data with one other government dataset, to be decided in conjunction with the Department depending on policy needs and priorities.
- Explore the impact of the COVID-19 pandemic on children in the study in the medium to long term.

3 OBJECTIVES

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

- **An effective sample maintenance strategy.** This will include tracing of contacts for the first time and engaging with families to maximise participation and minimise attrition, with a particular focus on maintaining the representativeness of the sample.
- **A data collection strategy that informs policy development.** This will include a wave of primary data collection with children, parents and teachers when the SEED cohort are in Key Stage 2. This primary data collection will collect relevant, accurate, and useful information on children's development, family circumstances, behaviour and experiences. The contractor will work closely with the Department and the Steering Group to ensure the work is strategic but relevant to policy. An additional primary data collection at Key Stage 4 will be subject to contract variation and a decision will be made on its commissioning after Key Stage 2 fieldwork has concluded.
- **Produce high quality datasets that facilitate longitudinal analysis.** These datasets will be user-friendly and fully quality assured.
- **Facilitate data linkage with administrative datasets to enhance the analytical potential of the data.** This will require maximising the level of consent to linkage and provision of accurate and complete sample information.
- **Provide robust analyses of the longitudinal SEED data to assess the impacts of early education and wider experiences on outcomes at Key Stage 2 and Key Stage 4.**
- **Economic analysis that utilises the most appropriate approach for assessing the value for money of impacts observed.** This will provide evidence on the impact and value for money of early years provision to inform key funding decisions, as part of the Spending Reviews. Results of the value for money analyses will form a separate report to be published alongside the impact reports for Key Stage 2 and Key Stage 4.

4 TASKS

TABLE 1: KEY STAGE 2 FIELDWORK

Task	Output	Date Required
Inception meeting	Project initiation meeting and deciding on Steering Group members. Introductions with DfE, NatCen, Durham, Bristol, and SQW.	July 2021
Sample design agreed	Agree sample design for pilot and tracing activity and pre-notification sample for mainstage, discuss response expectations.	July-August 2021
Survey design and content agreed	KS2 topics and questions, KS2 topic reconciliation with DfE consultations, Steering Group review and sign-off of methodological and topic coverage.	July- August 2021

Task	Output	Date Required
Pre-pilot development complete	Detailed instrument review and refinement, agree pilot aims and pilot design, prepare ethical approval application and submit to Research Ethics Committee, develop and test pilot CAPI program, produce respondent materials.	September-October 2021
Pilot sample finalised	Re-engagement exercise with the original pilot sample members, agree final pilot sample composition and select pilot respondents.	September- October 2021
Tracing of mainstage respondents from cohorts 1-3	Send out communications to the pre-notification mainstage sample; process returns (confirmation or updates to contact details); trace respondents without a valid postal address using email, phone and stable contact details as appropriate; finalise mainstage sample files for cohorts 1-3.	September-October 2021
Pre-pilot set-up complete	Assign interviewers to pilot, arrange briefings, develop briefing and homework content, brief pilot interviewers, send advance letters.	October 2021
Pilot fieldwork with children and parents	Conduct interviewer visits (interviews and assessments), collect consent to contact teachers, debrief pilot interviewers.	November 2021
Post-pilot development complete (children and parents)	Produce post-pilot recommendations; update questionnaire, comms strategy, and study materials post-pilot if necessary; implement and test CAPI amendments; update briefing and homework content.	December 2021- January 2022
Pre-Mainstage cohort 1-3 set-up complete	Assign interviewers, arrange briefings, brief mainstage interviewers, send advance letters.	January 2022
Pilot fieldwork with teachers	Send and collect teacher assessment questionnaires, brief and debrief Telephone Unit pilot interviewers about chasing.	January-February 2022
Mainstage fieldwork cohort 1-3: Parents and children	Conduct interviewer visits (interviews and assessments), collect consent to contact teachers, monitor return of cases to ensure delivery within deadline, early data checks.	January 2022- May 2022
Teachers survey post-pilot development complete	Produce post-pilot recommendations, update	March-April 2022

Task	Output	Date Required
	questionnaire and study materials post-pilot if necessary.	
Mainstage fieldwork cohort 1-3: Teachers	Send and collect teacher assessment questionnaires, monitor return of cases to ensure delivery within deadline, brief telephone unit interviewers about chasing, telephone unit chasing fieldwork	May-July 2022
Tracing of mainstage respondents from cohorts 4-6	Send out communications to the pre-notification mainstage sample; process returns (confirmation or updates to contact details); trace respondents without a valid postal address using email, phone and stable contact details as appropriate; finalise mainstage sample files for Cohorts 4-6.	September-October 2022
Pre-Mainstage cohort 4-6 updates complete	Update comms strategy and study materials, if necessary, update briefing and homework content if necessary	October 2022
Pre-Mainstage cohort 4-6 set-up complete	Assign interviewers, arrange briefings for new interviewers, administer refresher homework for interviewers who worked on Cohorts 1-3, send advance letters.	December 2022
Mainstage fieldwork cohort 4-6: Parents and children	Conduct interviewer visits (interviews and assessments), collect consent to contact teachers, monitor return of cases to ensure delivery within deadline.	January-May 2023
Mainstage fieldwork cohort 4-6: Teachers	Send and collect teacher assessment questionnaire, monitor return of cases to ensure delivery within deadline. Telephone Unit chasing fieldwork.	May-July 2023
Clean dataset delivered to DfE	Specify and set up CAPI edit program brief coders; code data; clean, reconcile and check collected data; produce derived variables; weighting; Quality Assurance of final dataset; produce data documentation.	October 2023
Apply for NPD data linkage	Apply for NPD linkage	May 2023
Linked NPD data available for analysis in ONS SRS	KS2 data expected to be loaded into the NPD in August 2023	January 2024
Technical report draft submitted	Discuss and refine technical report content and structure.	November 2023
Technical report finalised	Produce two rounds of review and revise report before sign-off,	January 2024

Task	Output	Date Required
	finalise report format for publication.	
Impact report draft submitted (Key Stage 2 report)	First draft of impact report submitted, including matched NPD data (assuming NPD data is available for analysis by January 2024).	July 2024
Draft value for money report submitted	First draft of value for money report submitted.	September 2024
Impact report finalised for publication	Discuss and refine final report content (including main report and executive summary) and structure, produce two rounds of review and revise report before sign-off, finalise report format for publication.	September 2024
Data archived	Deposit data, technical report, and data documentation with UKDS	September 2024
Value for money report finalised for publication	Discuss and refine report content and structure, produce two rounds of review and revise report before sign-off, finalise report format for publication.	November 2024
Data linkage discussions	Discuss with DfE options for linking SEED survey data with administrative databases beyond NPD.	January 2025

TABLE 2: KEY STAGE 4 TASKS (ADDITIONAL FIELDWORK SUBJECT TO CONTRACT VARIATION)

Task	Output	Date Required
First KS4 planning meeting (if KS4 fieldwork is commissioned)	Project initiation meeting and planning.	November-December 2025
Sample design agreed (if KS4 fieldwork is commissioned)	Agree sample design for pilot and tracing activity and pre-notification sample for mainstage, discuss response expectations.	January 2026
Survey design and content agreed (if KS4 fieldwork is commissioned)	KS4 topics and questions, KS4 topic reconciliation with DfE consultations, Steering Group review and sign-off of methodological and topic coverage.	January- February 2026
Pilot sample finalised (if KS4 fieldwork is commissioned)	Re-engagement exercise with the original pilot sample members, agree final pilot sample composition and select pilot respondents.	February- March 2026

Task	Output	Date Required
Pre-pilot development complete (if KS4 fieldwork is commissioned)	Detailed instrument review and refinement, agree pilot aims and pilot design, prepare ethical approval application and submit to Research Ethics Committee, develop and test pilot CAPI program, produce respondent materials.	March-April 2026
Tracing of mainstage respondents from cohorts 1-3 (if KS4 fieldwork is commissioned)	Send out communications to the pre-notification mainstage sample; process returns (confirmation or updates to contact details); trace respondents without a valid postal address using email, phone, and stable contact details as appropriate; finalise mainstage sample files for cohorts 1-3.	April-May 2026
Pre-pilot set-up complete (if KS4 fieldwork is commissioned)	Assign interviewers to pilot, arrange briefings, develop briefing and homework content, brief pilot interviewers, send advance letters.	April 2026
Pilot fieldwork with children and parents (if KS4 fieldwork is commissioned)	Conduct interviewer visits (interviews and assessments), debrief pilot interviewers.	May-June 2026
Post-pilot development complete (children and parents) (if KS4 fieldwork is commissioned)	Produce post-pilot recommendations; update questionnaire, comms strategy, and study materials post-pilot if necessary; implement and test CAPI amendments; update briefing and homework content.	July-August 2026
Pre-Mainstage cohort 1-3 set-up complete (if KS4 fieldwork is commissioned)	Assign interviewers, arrange briefings, brief mainstage interviewers, send advance letters.	August 2026
Mainstage fieldwork cohort 1-3: Parents and children (if KS4 fieldwork is commissioned)	Conduct interviewer visits (interviews and assessments), collect consent to contact teachers, monitor return of cases to ensure delivery within deadline, early data checks.	September 2026-January 2027
Tracing of mainstage respondents from cohorts 4-6 (if KS4 fieldwork is commissioned)	Send out communications to the pre-notification mainstage sample; process returns (confirmation or updates to contact details); trace respondents without a valid postal address using email, phone and stable contact details as appropriate; finalise mainstage sample files for Cohorts 4-6.	April-May 2027
Pre-Mainstage cohort 4-6 updates complete (if KS4 fieldwork is commissioned)	Update comms strategy and study materials, if necessary, update	July 2027

Task	Output	Date Required
	briefing and homework content if necessary	
Pre-Mainstage cohort 4-6 set-up complete (if KS4 fieldwork is commissioned)	Assign interviewers, arrange briefings for new interviewers, administer refresher homework for interviewers who worked on Cohorts 1-3, send advance letters.	July-August 2027
Mainstage fieldwork cohort 4-6: Parents and children (if KS4 fieldwork is commissioned)	Conduct interviewer visits (interviews and assessments), monitor return of cases to ensure delivery within deadline.	September 2027-January 2028
Clean dataset delivered to DfE (if KS4 fieldwork is commissioned)	Specify and set up CAPI edit program brief coders; code data; clean, reconcile and check collected data; produce derived variables; weighting; Quality Assurance of final dataset; produce data documentation.	June 2028
Data linkage Discussions	Discussions with the DfE and policy colleagues on linking the SEED dataset with other government administrative datasets at KS4.	June-July 2028
Linked NPD data available for analysis in ONS SRS	Apply for NPD data linkage July 2028	February 2029
Technical report draft submitted (if KS4 fieldwork is commissioned)	Discuss and refine technical report content and structure, produce two rounds of review and revise report before sign-off, finalise report format for publication.	July 2028
Impact report draft submitted (Key Stage 4 report)	First draft of impact report submitted, including matched NPD data (assuming NPD data is available for analysis by February 2029).	August 2029
Draft value for money report submitted	First draft of value for money report submitted.	October 2029
Impact report finalised for publication	Discuss and refine final report content (including main report and executive summary) and structure, produce two rounds of review and revise report before sign-off, finalise report format for publication.	October 2029
Data archived (if KS4 fieldwork is commissioned)	Deposit data, technical report, and data documentation with UKDS	October 2029
Value for money report finalised for publication	Discuss and refine report content and structure, produce two rounds of review and revise report before sign-off, finalise report format for publication.	December 2029

5 METHODOLOGY

5.1 Sample Design

- For the Key Stage 2 survey, the contractor will follow up children in the SEED study from Wave 3, which took place in the summer before children started school in their reception year (when they were aged 4). Those who completed a Wave 3 interview and have not withdrawn from SEED since then will be eligible to take part in the KS2 interview. The sample in-scope for pre-notification and tracing exercise is 3,874, with an expected 3,683 families issued to fieldwork. More information on expected response rates can be found in Table 3.
- The contractor will undertake a comprehensive tracing exercise to be carried out ahead of fieldwork, at both waves of data collection (subject to the Key Stage 4 fieldwork contract variation). This will include written communications with respondents and their stable contacts, phone calls, and a prize draw to encourage respondents to update their contact details.
- Subject to contract variation, the Key Stage 4 survey will focus on families who took part in the Key Stage 2 survey. However, the contractor will attempt to contact all respondents to SEED Wave 3 again and will give them the opportunity to get in touch with the contractor and provide their up-to-date contact details. The participants who do get in touch will be invited to take part in the KS4 survey, regardless of whether they completed a KS2 interview. There will not be a teacher's survey at Key Stage 4.

5.2 Data Collection Strategy

- The contractor will use a face-to-face data collection at Key Stage 2 and Key Stage 4 (subject to contract variation) so that they can administer cognitive assessments to the children/young people. The fieldwork for Key Stage 2 will consist of a household interview, involving the child and parent, and a postal survey for the child's teacher.
- The household interview at KS2 will consist of two components: a 40-minute interview with the parent and a 20-minute data collection exercise with the child. The parent section will be administered face-to-face using the CAPI, although some sections containing sensitive questions will be for self-completion on the interviewer's laptop. As part of the parent interview, the contractor will collect consent to contact the child's class teacher.
 - The child component of the KS2 interview will include a 10-minute questionnaire, which children will be encouraged to complete on the interviewer's laptop on their own, using the audio-CASI format. The children's component of the KS2 data collection will also include a cognitive assessment using the Weschler Individual Achievement Tests, 3rd edition (WIAT-III). Across the parent and child components, the interviewer's visits to households at KS2 will be around 60 minutes long.
 - Once the parent and child survey have been completed, the contractor will check teachers' details have been collected, checked, and cleaned. The teachers will be invited to complete paper questionnaires about the children taking part in the seed study. This will be through postal survey and involve two phone calls from the contractor's telephone unit. The teacher questionnaire will consist of no more than four sides of A4. The expected issued sample size for the teachers' survey is 2,578, with an expected return rate of 75%.
- Subject to contract variation, for the Key Stage 4 fieldwork, the contractor will encourage parents and young people to complete sections of the interview online before the interviewer visits their house. Where those sections have not been

completed online, they will be completed during the interviewer visit (interviewer-administered or self-administered).

- For Key Stage 4 fieldwork, subject to contract variation, the parent questionnaire will be about 35 minutes long, of which 20 minutes be in the web section and 15 minutes in the face-to-face section. Where parents do not complete the web section in advance of the interviewer's visit, they will be asked to complete it on interview was laptop as CASI.
 - The young person questionnaire will be about 15 minutes long, and young people will be encouraged to complete it online ahead of the interviewer visit. When this questionnaire has not been completed, it will be administered as CASI during the interviewer's visit. The young person component of the KS4 data collection will also include a cognitive assessment using WIAT-III. Therefore, interviewer visits to the household at KS4 will be between 25 and 60 minutes long.
 - The contractor will not conduct a teacher survey at KS4.
 - Please note, these are high-level expectations and will be refined if the Department decides to commission fieldwork for when the children are in Key Stage 4.
- The contractor will aim to deliver 2,580 interviews at Key Stage 2 and 1,770 interviews at Key Stage 4 (subject to contract variation). The sample will be well-balanced in terms of representation of the most disadvantaged families.
 - The contractor's data linkage approach will maximise a high level of matching by collecting relevant, accurate, and complete information as part of the survey(s) and obtaining consents from a high proportion of respondents where necessary.
 - The contractor will use all reasonable endeavours to achieve the following response rate targets at KS2 and KS4 (see Table 3 and Table 4).

Table 3:

Response Rates at KS2 and KS4		
	KS2 Survey	KS4 Survey (subject to contract variation)
Sample in-scope for pre-notification and tracing	3875	3872
Sample issued to fieldwork	3683	2602
Achieved, of issued (%)	70%	68%
Achieved, of issued (n)	2578	1769
Teacher survey completed, of those completing parent-child survey (%)	75%	N/A
Teacher survey completed (n)	1934	N/A

Table 4:

Response rates and achieved sample sizes by disadvantage				
	KS2 Survey		KS4 Survey (subject to contract variation)	
	%	N	%	n
Most disadvantaged	66	589	63	378
Moderately disadvantaged	70	909	67	615
Least disadvantaged	72	1080	70	776
Total	70	2578	68	1769

5.3 Research instrument content

- The research instruments for SEED at Key Stage 2 and Key Stage 4 (subject to contract variation) will consist of a mix of pre-existing and new questions and measurement tools. The contractor will use the expertise of their internal team and work in close collaboration with external academic experts including [REDACTED] and [REDACTED] to advise the Department on questionnaire content.
- The topics the contractor has proposed to cover at each wave are summarised in the table below. The precise content will be agreed with the Department and will include the addition of new questions/ topic areas to reflect emerging policy priorities.

Table 5:

Topics and measures for family and children by age point		
	Key Stage 2	Key Stage 4 (subject to contract variation)
Family socio-demographics		
Household composition, parental education, employment, level and sources of income, marital status, debt burden, ethnicity and religion	x	x
Child outcomes		
Cognitive development	x	x
Socio-emotional development	x	x

Behaviour	X	X
Self-esteem	X	X
Mental health	X	X
Independence in learning and self-regulation	X	X
Perceptions of and attitudes towards school	X	X
Out of school activities	X	X
Motivation, attitudes, aspirations, and expectations	X	X
Risky behaviours	X	X
Health behaviours	X	X
Key Stage 2 attainment (reading, writing, maths)	X	
Key Stage 4 attainment (Progress 8)		X
Absences and exclusions	X	X
Special educational needs	X	X
Criminal behaviour, health status (potentially via linkage)	X	X
Parents		
Parent mental health/ distress	X	X
Parent child relationship	X	X
Parenting and home environment		
Home environment	X	X
Digital environment	X	X
Parent's attitudes and motivations to learning	X	X
Academic expectations	X	X
Caregiving		X
Teachers		
Attitudes and behaviour in school	X	
Socio-emotional development	X	
Academic expectations	X	

Neighbourhood		
Parent and child rating of neighbourhood	x	x
Interviewer ratings	x	x
IMD (IDACI), census	x	x

- Relating to child outcomes, the contractor will measure two primary outcomes: cognitive development and socioemotional development. Cognitive development will be assessed by the 'Listening comprehension' subtest of the Weschler Individual Achievement Tests, 3rd edition (WIAT-III). Socioemotional development at Key Stage 2 and Key Stage 4 (subject to contract variation) will be measured using the extended version of the Strengths and Difficulties Questionnaire (SDQ).
- For the rest of the child outcome measures, the contractor will put forward their recommendations to the Steering Group and the Department during the questionnaire development stage. The Department will consult with various stakeholders to reflect policy priorities.
- For all the measures included in the questionnaire, the contractor will aim to use measures that have been used in previous longitudinal studies and have shown to have predictive power for influencing child outcomes. The contractor will work with the Department to ensure the data is collected in proportion to policy needs and evidence gaps.
- The teachers survey will contain the SDQ for teachers to complete for each SEED cohort member. The contractor will work with the Department on priorities for additional content and questions contained in the teacher's survey.

5.4 Piloting of fieldwork

- The contractor will conduct a single pilot exercise for the Key Stage 2 data collection (and the Key Stage 4 data collection, subject to contract variation). This will be a full 'dress rehearsal' that will test both the detail and length of the questionnaires, as well as documents and fieldwork procedures, and other aspects of the contractor's overall approach, including any use of mixed data collection modes.
- The contractor will use the existing SEED 'dress rehearsal' sample which has been used to pilot research instruments in waves 1-4. The contractor will carry out a re-engagement exercise with the sample. This will include letters, emails, and phone calls to the pilot sample, well ahead of pilot fieldwork. The contractor will also use some mainstage respondents from Cohorts 1-3 for the pilot with the data collected from mainstage respondents between the pilot and the mainstage survey forming part of the final analysis dataset. The contractor will issue to 90 families for the Key Stage 2 pilot survey, with the aim of achieving at least 45 respondents from across the pilot and mainstage samples by the end of the three-week pilot fieldwork.
- Dress rehearsal fieldwork would involve 7 to 8 experienced fieldwork interviewers working over a period of three weeks. Once the pilot fieldwork has finished, the contractor will debrief all interviewers working on the pilot and will prepare a pilot report with recommendations for the DfE. However, if the higher response rate target set for mainstage respondents in the sample has not been achieved in that period, the contractor will continue the fieldwork with those respondents beyond the pilot fieldwork dates.

- To ensure continuity, the contractor will ensure, as far as possible, interviewers who carried out previous dress rehearsals would be visiting the same families. The contractor will use researchers to train and brief interviewers. The contractor will ensure interviewers complete dress rehearsal evaluation forms and that interviewers will attend a half-day debrief in order to give full feedback on different elements of the study.
- The contractor will produce a brief report outlining key recommendations to the DfE, based on the dress rehearsal review. The contractor will check pilot data to ensure all questionnaire answers were captured correctly and there were no routing or other errors in the CAI (computer assisted interviewing) instrument.
- The contractor will pilot the teacher postal survey by collecting details of teachers in the pilot parent survey. The fieldwork period will be up to two-months' long. The contractor's Telephone Unit interviewers working on the teacher pilot will be briefed and debriefed by NatCen researchers. Pilot findings and recommendations will be reported to the DfE ahead of the start of the mainstage teacher survey fieldwork.

5.5 Communications and response maximisation during fieldwork

- The contractor will conduct a pre-notification exercise at Key Stage 2 that includes sending all Wave 3 respondents a letter and an email and inviting them to complete a web form on the SEED website or to get in touch with the contractor via freephone or by email. To encourage response to the pre-notification exercise, the contractor will run a prize draw. For cohorts 1 to 3, the pre-notification period and prize draw will be administered in September 2021, ahead of the start of the mainstage fieldwork in February 2022. For cohorts 4 to 6, this will be a year later. All respondents who get in touch with the contractor to confirm or update their contact details will be entered into a prize draw. The contractor will discuss an attractive prize with the Department, like an iPad, and will have budgeted for this. However, this detail will be agreed with the Department and the prize can be different, if necessary.
- In parallel to the pre-notification exercise, the contractor will undertake a comprehensive tracing process. This will include respondents where the contractor does not hold up-to-date postal addresses and any other respondents where pre-notification letters have been returned to the contractor.
- For Key Stage 4 fieldwork, subject to contract variation, the prenotification prize draw and tracing will be administered in a similar way to Key Stage 2. All Wave 3 respondents who have not withdrawn from SEED will be in scope for the pre-notification communications, however, not all of them will be issued to Key Stage 4 fieldwork. The issued sample at Key Stage 4 will be restricted to those who completed Key Stage 2 fieldwork or those who did not complete Key Stage 2 fieldwork but have gotten in touch with the contractor after receiving pre-notification communications.
- Once the prenotification stage associated with KS2 fieldwork is complete. The contractor will issue advance letters and survey information leaflets. These will be designed in a visually attractive way, utilising the familiar SEED branding. The contractor will also produce separate advance letters and survey information leaflets aimed at the children and explaining the SEED study in a language accessible to 10 to 11-year-olds.
- At KS4, subject to contract variation, the contractor will issue advance letters (with versions for parents and young people) and survey information leaflets (two versions). The contractor will also communicate with parents and young people via email and text messages sent to the parent's email address and mobile number. The

contractor will ensure the emails follow the same SEED branding as the advance letter and will include unique links for completing the web sections of the KS4 interview.

- Throughout the contract, the contractor will keep the SEED website up to date. This will allow respondents to access complete information about the SEED study. The website will be regularly updated throughout the new contract to include up to date information about data collection and other activities on SEED, including the publication of new reports. The contractor will develop the participants' page further, by adding a section specifically aimed at the children/ young people.
- The contractor will ensure that all interviewers who work on SEED are provided with comprehensive training via dedicated project briefings. They will also ensure that, if required, the interviewers have enhanced DBS clearance ahead of fieldwork commencing. The contractor will train interviewers on how to engage with the children, who will be aged 10 to 11 at the time of the KS2 survey.
 - In order to give every opportunity to make contact, the contractors interviewers will ensure:
 - A minimum of six calls to an address before declaring a non-contact.
 - No maximum number of calls.
 - At least three calls made on a weekday evening or weekend.
 - Visits to be spread out over a minimum of three weeks.
- Some respondents may find it difficult to complete a full interview because of disability or health condition. Where possible, the contractor will aim to complete a full interview with as many respondents as possible. With respondents who have difficulties, the contractor will ensure they are given appropriate support to be able to take part.
- Some respondents may not be able to complete the interview in English. The contractor will ensure that their interviewers will accommodate these respondents by ensuring bilingual interviewers are among their field force. In situations where it is not possible for a bilingual interviewer to conduct the interview, the contractor will use household translators.
- The contractor will offer an incentive conditional on completing the survey to those families who are most underrepresented in the SEED sample. This definition would apply to families in the most disadvantaged group and those moderately disadvantaged families who have been less engaged with the SEED study than others. The contractor will offer them a £20 post office voucher, which will be sent as a barcode in the thank you letter and can be exchanged for cash at any post office.
- Keep in touch communications will be sent twice yearly by the contractor between end of the Key Stage 2 survey and the beginning of the Key Stage 4 survey. This will consist of two newsletters and the rest of the communications being sent via email.

5.6 Data Linkage

- SEED data has already been linked with the EYFSP, phonics and Key Stage 1 data from NPD. The contractor will collect additional consents to link survey data with other administrative databases. The advance letter and leaflet issued by the contractor will refer to data linkage and the study website will provide a link to further information. Information on data linkage be included in both materials for parents and children/ young people to ensure that children are fully informed about data linkage. Most additional consents to data linkage will be asked for at the end of the Key Stage 2 parent interview.

- Data from the SEED extension study will be linked with pupil progress data in NPD, including Key Stage 2 and Key Stage 4 results, as well as with free school meals eligibility (FSM) and children with special needs (SEN). At ages 10 to 11 and 15 to 16, the Key Stage 2 and Key Stage 4 scores for the child would be collected from NPD to provide measures of the child's attainment in English, mathematics, and science. Data will also be extracted to provide information on absence and exclusions from school. Additional key outcomes derived from NPD are the children in need (CIN) and children looked after (CLA) censuses, which identify children who are referred to children's social care services. To facilitate this NPD linkage, the contractor will ensure data files are fully quality assured, are suitable for matching, and prepare an application for data linkage to DfE's internal panels.
- The contractor will work with the Department to determine the most appropriate and policy relevant data linkages. Data access costs have not yet been included because linkages have yet to be selected. Once an agreement with the Department, a contract variation will be drafted to facilitate an additional linkage. Labour costs for one linkage, excluding NPD linkage, have been included in the price of the contract.

5.7 Data Management

- The SEED extension study requires the contractor to process data from child, parent and teacher interviews, coding open ended responses, creating derived variables to facilitate analysis and providing fully quality assured datasets that support longitudinal analyses and data linkage.
 - In creating the derived variables, the contractor will ensure that the variable names, variable labels, and value labels are clear and meaningful and align with the questionnaire documentation.
- The contractor will provide a clean, fully quality assured datasets each way weights and derived variables. The dataset will be at the child level with data from the child, parent and teacher data combined.

6 Analysis and Outputs

6.1 Analysis

- The contractor will conduct descriptive and longitudinal analysis on the Key Stage 2 and Key Stage 4 data. The contractor will agree the structure of the analyses with the Department in advance of starting work on the reports. Analysis of the SEED study and linked NPD attainment data will be carried out by the contractor in the ONS Secure Research Service to ensure the security and integrity of the data. The contractor will ensure that their analysis team are ONS accredited researchers.
- From the SEED studies and previously linked data, the contractor can investigate the relationships between five different sets of information at multiple time points. This includes children's attainment, cognitive development and learning outcomes; children's social emotional development; children's parental/family, home and area characteristics; a complete history of children's experiences, including their starting age and amount of time taken as well as the quality of the setting for a subgroup of children.
- The contractor will devise a strategy for analysing the data that would investigate the relationships between the child's personal characteristics, the context in which they live and their early years educational experiences and the child's attainment, development and learning outcomes at various stages of the child's school career. The contractor will also be able to conduct additional analysis using linked data. For

instance, the relationship between these factors and health, well-being and crime-related outcomes, depending on which data linkage is agreed with by the Department.

- To fully exploit richness of the data collected in previous seed waves, the contractor will use descriptive analysis to investigate the stability of child experiences and family environment in the early years. This will allow the contractor and the Department to investigate the extent to which children have been exposed to persistent disadvantage or poor environment, and how many based short-term negative shocks in those areas. The contractor will build on this to explore the possibility of investigating the relationship between persistent disadvantage, short-term shocks and child development. The contractor will also use a value for money analysis to quantify and monetise the impacts of early education on medium- and longer-term outcomes.
- The contractor will use multilevel models to take into account (where relevant) child, family/household, area and educational establishment characteristics. Within these multilevel models, the contractor will use a range of analytical techniques to investigate the key research questions for the Department. This will allow the contractor and the Department to investigate research questions such as:
 - How patterns in use, duration, intensity and quality of ECEC affects children's cognitive development, socio-emotional outcomes and attainment at Key Stages 2 and 4.
 - How changes in a child's home environment aged two to ten and children's cognitive development are associated with changes in child development, controlling for socio-economic and demographic factors.
 - If ECEC experiences moderate the relationship between a child's home environment and longer-term development outcomes in Key Stage 2 and Key Stage 4.
 - If ECEC experiences or other contextual factors have moderated the impact of COVID-19 disruption on children's socio-emotional, cognitive or attainment outcomes.
 - If ECEC experiences moderate the relationship between a child's home environment and non-academic outcomes.
- The proposed value for money (VfM) study will be led by SQW. SQW will work closely with the lead consortium partner, NatCen, during impact analysis stage to ensure the overall methodologies are consistent. In doing so the contractor will focus on monetising the impact analysis effectively and with the least number of additional assumptions.
- The contractor will use the Monte Carlo approach to conduct the value-for-money analysis. This will include the following steps:
 1. Estimation of the average hourly cost of delivery per child using data collected from settings in 2015 as part of the value for money component of SEED.
 2. Estimation of the average annual hours of early education the different provision types and child disadvantaged levels.
 3. Estimation of the average long-term private and government monetary value of the potential impacts undertaken as part of the value for money component of SEED.

4. Estimation of the average impact of one year of early education on child development outcomes using data from the longitudinal survey of families collected as part of SEED.
 5. Combining the findings from steps 1 and 2 to estimate the delivery cost per year of early education and combining the findings from step 3 and 4 to estimate the value of the benefits per year of early education.
 6. Calculation of the BCR as a ratio of the two values obtained at step five.
- The VfM work will be split into three stages:
 1. Scoping (2021-2022) where the contractor will conduct a literature review to inform assumptions and data requirements. The contractor will also trial the Monte Carlo method using 'dummy' data.
 2. VfM analysis at KS2 (2023-2024) where the contractor will review the impact estimates, update their assumptions, conduct Monte Carlo modelling and VfM analysis, and produce a report.
 3. VfM analysis at KS4 (2028-2029) where the contractor will review the impact estimates, update their assumptions, conduct Monte Carlo modelling and VfM analysis, and produce a report.
 - The contractor will agree all assumptions about the potential distributions of individual elements of VfM analysis with the Department. The assumptions will also be reviewed with the DfE at critical stages of the study, before undertaking the analysis at Key Stage 2 and Key Stage 4.

6.2 Weighting and non-response analysis

- There is likely to be a degree of non-response bias in the achieved sample. To minimise any such bias the Key Stage 2 survey data will be weighted. In total, three sets of weights will be calculated, to support three different types of analysis.
 - The contractor will produce a cross-sectional weight that will be used for cross-sectional estimates. These weights will be applied to all KS2 respondents.
 - The contractor will produce a full longitudinal weight that applies to respondents who have taken part in every wave up to Key Stage 2, including the COVID waves.
 - The contractor will produce a partial longitudinal weight that applies to respondents who have taken part in waves 1 to 4, irrespective of whether they have responded to the COVID waves.
- For the teacher's survey, the contractor will run a logistic regression model just for the Key Stage 2 respondents, with the teacher response/non-response as the binary outcome. This will identify the relationship between teacher non-response and child outcomes. If significant predictors are identified, and the contractor assesses that without weights, the teachers survey will be biased, the contractor will calculate a set of teacher weights.

6.3 Outputs

- A comprehensive task list, along with outputs, can be found in Section 4 of this contract. To summarise, the contractor will produce the following outputs for the SEED extension:
 - Regular updates throughout the study, including weekly updates on progress during fieldwork.

- Four standalone, publishable reports at Key Stage 2 and Key Stage 4 each, including:
 - An impact report (containing about four thematic chapters and about 100 pages in length),
 - A brief research report (executive summary) based on the impact report,
 - A technical report,
 - A value for money report.
- In these reports, the contractor will present and discuss findings from primary data collection and matched data. All reports will be written to comply with DfE templates and reporting requirements will be finalised with the Department.
- Face-to-face (or virtual) presentations of findings for the Key Stage 2 and Key Stage 4 results to the Steering Group.
- Cleaned, quality assured, and full datasets for each interview type and for each wave in SPSS for use and storage by the DfE project team. Each individual file will be capable of being linked with each other for analytical purposes. Supporting documentation will also be provided for the dataset.
- The contractor will provide support with any queries on the datasets and provide advice on any secondary analysis conducted in-house by the Department. Additional secondary analysis by the contractor will be subject to contract variations.
- The contractor will lodge datasets for archive with the UK Data Service or the ONS SRS within a few months of fieldwork finishing. When preparing the datasets for release the contractor will remove personal identifiers, grouping disclosive variables, removing or recoding special category personal data, and removing low-level geographical information.
- The contractor will provide data documentation, along with other requested metadata for archiving. The data documentation will include: a detailed user guide to the datasets, a full list of variables, instructions on how to link KS2/KS4 data with previous SEED waves in the archive, instructions on which weights to use for which types of analyses, the interview questionnaire including self-completion sections, show cards and teacher questionnaire (at KS2).

6.4 Potential first Contract Variation: The ‘Succeeding against the odds’ sub-study

- ‘Succeeding against the odds’ is a proposed sub-study of SEED with aims to understand the outcomes of disadvantaged pupils who can be considered to succeed despite socio-economic adversity in their families that makes such success unusual, on average. The sub-study will develop and test innovative methods for identifying risk and protective factors in the lives of ‘succeeding against the odds’ children, considering their life trajectories, family patterns, access to provisions, learning environment and transitions at key academic stages. The following analyses will illustrate the determinants of disadvantaged children’s success at KS1, KS2, and KS4.
- This sub-study, if commissioned, will proceed via a contract variation. A decision will be made by the Department on its commissioning by the 29th July 2022. This will allow for the sub-study to begin in July 2023 and end in 2029 (6-year contract period). The University of Durham will lead on this sub-study, if commissioned. This will be a mixed-methods study.
- If commissioned, the contractor will aim to answer the following research questions:

- Which young people in the SEED dataset are apparently ‘succeeding against the odds’?
- What else do we know about them, in terms of their characteristics and possible risk and protective factors in the SEED dataset?
- What do their more detailed stories tell us about trajectories for succeeding against the odds?
- Once the contractor, in collaboration with the Department, has identified the larger group of disadvantaged young people who have deemed to have succeeded at KS1, 2, or 4 or otherwise, the contractor will characterise them (frequencies, means, cross-tabulations, comparisons of means, and correlations) in terms of all potentially linked variables in the SEED dataset. The contractor will then create a smaller group of disadvantaged young people who are deemed to have succeeded using multiple regression models.
- Once the smaller group of disadvantaged young people have been identified, the contractor will undertake 60 home observation visits to gather information on visible risk and protective factors. These interviews will last no longer than 40 minutes and will take place from May 2024 for those identified as succeeding against the odds at Key Stage 2. Interviews for those identified as succeeding against the odds at Key Stage 4 will be interviewed/observed in January 2029.
- The contractor will deliver the final report for the sub-study (if commissioned) in July 2029. The total cost over the 6-year period will be £296,924. These costs will include costs of analysis of SEED survey data and linked NPD data to identify the target groups, recruitment of families and of teachers for qualitative data collection, at least 60 per-person trips for home visits and field interviews, transcription and administrative costs, and the cost of production of a research report and a presentation to the DfE/ Steering Group at Key Stage 2 and 4.

7. Engagement with external stakeholders

- The contractors will work with the Department to engage external stakeholders and raise the profile of the study and share findings and learning with relevant parties. The contractor will be able to provide the following activities:
 - Updates to the existing SEED website with information for stakeholders on study progress and news and information for potential data users on how to access SEED data.
 - Articles or updates on the study to relevant newsletters or publications.
 - Publicising the study through the contractor’s social media.
 - Attending and presenting on the study design, methodology, and findings at meetings of relevant networks and at academic conferences.
 - Preparing joint papers on study design, methodology, and outcomes with the DfE.

8. STAFFING

The Contractor’s staff:

NatCen

Name	Role

Name	Role

Name	Role

Name	Role

Name	Role

Name	Role

Page 28 of 62

7 STEERING COMMITTEE

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

8. RISK MANAGEMENT

RISK	LIKELIHOOD	IMPACT	MITIGATION AND CONTIGENCIES
Timetable slippage/ external delays to timing	medium	high	<p>Mitigation</p> <ul style="list-style-type: none"> • High level of resource allocated at key points to deliver timescales. • Timetable based on experience of delivering previous SEED waves. • Agree detailed timetable at outset so milestones and dependencies are clear. • Close monitoring of timetable with transparent, regular progress reporting to DfE. <p>Contingencies</p> <ul style="list-style-type: none"> • Redeploy resource where possible to minimise delays. • Agree alternative timescales with DfE to accommodate delays.
Staffing changes unexpectedly	medium	low	<p>Mitigation</p> <ul style="list-style-type: none"> • Project documentation and key communications stored in folder which all the research team can access. • Long notice periods (three months) for senior staff and handover periods to ensure smooth transition. <p>Contingencies</p> <ul style="list-style-type: none"> • Use of centralised resource planning tool to promptly identify and book staff with suitable skills and availability. • Large project team, and wider organisational capacity to replace team members with equivalent experience.
COVID-19 pandemic places restrictions on	medium	high	<p>Mitigation</p> <ul style="list-style-type: none"> • Contingency plans drawn up in advance so can respond quickly to a changing situation.

face-to-face interviewing			<ul style="list-style-type: none"> NatCen have undertaken detailed planning for re-starting face-to-face fieldwork under different scenarios and field force have experience of 'Covid-secure' working from Covid Infection Survey. <p>Contingencies</p> <ul style="list-style-type: none"> Consider delay to fieldwork if restrictions severe or are likely to be short-term. Draw on contingency plans to adapt design to restrictions in place.
Attrition at ks2 and/or ks4 wave is higher than anticipated/ higher among children of interest	medium	medium	<p>Mitigation</p> <ul style="list-style-type: none"> Sample framework will build in realistic assumptions for recontact agreement and response at each wave, including subgroups. Between-wave communication to maintain interest and saliency and to update contact information. Tracing of participants from wave 3 and between KS2 and KS4 wave (if commissioned) to re-establish contact. Participant engagement strategy planned across waves and regularly reviewed, including evidence-based strategies. Targeted incentive plan, focusing on groups less likely to respond. <p>Contingencies</p> <ul style="list-style-type: none"> Discuss options for additional reminders targeting under-responding groups. Monitor response from cohorts 1-3 and amend strategy for later cohort if necessary.
Errors in data	low	high	<p>Mitigation</p> <ul style="list-style-type: none"> Thorough testing of questionnaire by experienced researchers. Early data checks after the pilot and start of main fieldwork to check routing. Data management carried out by an experienced data manager. Thorough data checks based on NatCen data management procedure and substantive understanding of the questionnaire. All checks and data management activities carried out in NatCen's bespoke DataHub software that reduces scope for human error. Data signed off by project director. <p>Contingencies</p> <ul style="list-style-type: none"> All errors promptly amended.

9 DATA COLLECTION

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

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

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

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

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

10. CONSENT ARRANGEMENTS

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

11. PROJECT COMMUNICATION PLAN

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

End of Schedule One

SCHEDULE TWO**1 Eligible expenditure**

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

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

Table 1**KS2 WAVE**

Project Milestone	Payment Amount	Payment Date
Inception/ introduction meeting		
Sample design agreed.		
Survey design and content agreed.		
Tracing of mainstage respondents from cohorts 1-3		
Pre-pilot set-up complete		
Pilot fieldwork with children and Parents		
Pilot fieldwork with teachers		
Post-pilot development complete (children and parents)		
Pre-Mainstage cohort 1-3 set-up complete		
Scoping stage for Value for Money analysis complete		
Teachers survey post-pilot development complete		
Mainstage fieldwork cohort 1-3: Parents and children		
Mainstage fieldwork cohort 1-3: Teachers		
Tracing of mainstage respondents from cohorts 4-6		
Pre-Mainstage cohort 4-6 updates complete		

Project Milestone	Payment Amount	Payment Date
Pre-Mainstage cohort 4-6 set-up complete		
Mainstage fieldwork cohort 4-6: Parents and children		
Mainstage fieldwork cohort 4-6: Teachers		
Clean dataset delivered to DfE		
Technical report submitted		
Keep-in-touch communications sent out as scheduled, returns processed		
Analysis plan for impact report agreed		
Value for money study: Assumptions for the Monte Carlo modelling finalised		
Impact report submitted		
Value for money report submitted.		
Data archived		
Keep-in-touch communications sent out as scheduled, returns processed		
Keep-in-touch communications sent out as scheduled, returns processed		

KS4 WAVE

Project milestones, payment amounts, and payment dates will be agreed via a separate contract variation for the Key Stage 4 impact report, value for money report, data matching (NPD and one other government data source), and potential additional wave of fieldwork to take place over 2026 to 2028. The decision on additional fieldwork will be taken by the Department and confirmed with the Contractor no later than the end of April 2025.

‘Succeeding Against the Odds’ Sub-Study

Project milestones, payment amounts, and payment dates will be agreed via a separate contract variation for the ‘Succeeding Against the Odds’ sub-study. A decision on whether to commission this sub-study will be taken by the Department and confirmed with the Contractor no later than the end of July 2022.

The Key Stage 4 fieldwork and the ‘Succeeding Against the Odds’ sub-study will form separate contract variations, if the Department decides to commission these pieces of work.

Expenditure for the financial year 2021-2022 shall not exceed [REDACTED] exclusive of VAT.

Expenditure for the financial year 2022-2023 shall not exceed [REDACTED] exclusive of VAT.

Expenditure for the financial year 2023-2024 shall not exceed [REDACTED] exclusive of VAT.

Expenditure for the financial year 2024-2025 shall not exceed [REDACTED] exclusive of VAT.

Expenditure for the financial year 2025-2026 shall not exceed [REDACTED] exclusive of VAT.

Expenditure for the financial year 2026-2027 shall not exceed [REDACTED] exclusive of VAT.

Expenditure for the financial year 2027-2028 shall not exceed [REDACTED] exclusive of VAT.

Expenditure for the financial year 2028-2029 shall not exceed [REDACTED] exclusive of VAT.

Expenditure for the financial year 2029-2030 shall not exceed [REDACTED] exclusive of VAT.

Total Project expenditure shall not exceed £1,010,353 exclusive of VAT.

If Key Stage 4 fieldwork is to go ahead, subject to contract variation, the total project expenditure shall not exceed £1,498,919 exclusive of VAT.

If the 'Succeeding against the odds' sub-study is commissioned, subject to contract variation, then the costs of this will be £296,924 exclusive of VAT.

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

- 6 Invoices shall be sent to [REDACTED] 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

- 8.1 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.

- 8.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 8.3 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.
- 8.4 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

- (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.

8.5 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.

8.6 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.

8.7 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.

8.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

- (a) the Controller determines that the processing is not occasional;
- (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

8.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

8.10 Each party shall designate a data protection officer if required by the Data Protection Legislation.

8.11 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.

8.12 The Processor shall remain fully liable for all acts or omissions of any Sub-processor.

8.13 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).

- 8.14 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.

8. Departmental Security Standards

- 8.1 The Contractor shall be aware of and comply the relevant [HMG security policy framework](#), [NCSC guidelines](#) and where applicable DfE Departmental Security Standards for Contractors which include but are not constrained to the following clauses.
- 8.2 Where the Contractor will provide products or services or otherwise handle information at OFFICIAL for the Department, the requirements of [Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification](#) - [Action Note 09/14](#) dated 25 May 2016, or any subsequent updated document, are mandated; that “contractors supplying products or services to HMG shall have achieved, and will be expected to retain certification at the appropriate level for the duration of the contract. The certification scope shall be relevant to the services supplied to, or on behalf of, the Department.
- 8.3 Where clause 8.2 above has not been met, the Contractor shall have achieved, and be able to maintain, independent certification to ISO/IEC 27001 (Information Security Management Systems Requirements).
- 8.4 The Contractor shall follow the UK Government Security Classification Policy (GSCP) in respect of any Departmental Data being handled in the course of providing this service, and will handle this data in accordance with its security classification. (In the event where the Contractor has an existing Protective Marking Scheme then the Contractor may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Departmental Data).
- 8.5 Departmental Data being handled in the course of providing an ICT solution or service must be separated from all other data on the Contractor's or sub-contractor's own IT equipment to protect the Departmental Data and enable the data to be identified and securely deleted when required in line with clause 8.14.

- 8.6 The Contractor shall have in place and maintain physical security to premises and sensitive areas in line with ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g. door access), CCTV, alarm systems, etc.
- 8.7 The Contractor shall have in place and maintain an appropriate user access control policy for all ICT systems to ensure only authorised personnel have access to Departmental Data. This policy should include appropriate segregation of duties and if applicable role based access controls (RBAC). User credentials that give access to Departmental Data or systems shall be considered to be sensitive data and must be protected accordingly.
- 8.8 The Contractor shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Departmental Data, including but not limited to:
- physical security controls;
 - good industry standard policies and processes;
 - malware protection;
 - boundary access controls including firewalls;
 - maintenance and use of fully supported software packages in accordance with vendor recommendations;
 - software updates and patching regimes including malware signatures, for operating systems, network devices, applications and services;
 - user access controls, and;
 - the creation and retention of audit logs of system, application and security events.
- 8.9 The contractor shall ensure that any departmental data (including email) transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.
- 8.10 The contractor shall ensure that any departmental data which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the department except where the department has given its prior written consent to an alternative arrangement.
- 8.11 The contractor shall ensure that any device which is used to process departmental data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security> and <https://www.ncsc.gov.uk/collection/end-user-device-security/eud-overview/eud-security-principles>.

- 8.12 Whilst in the Contractor's care all removable media and hardcopy paper documents containing Departmental Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation.
The term 'lock and key' is defined as: "securing information in a lockable desk drawer, cupboard or filing cabinet which is under the user's sole control and to which they hold the keys".
- 8.13 When necessary to hand carry removable media and/or hardcopy paper documents containing Departmental Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This clause shall apply equally regardless of whether the material is being carried inside or outside of company premises.
The term 'under cover' means that the information is carried within an opaque folder or envelope within official premises and buildings and within a closed briefcase or other similar bag or container when outside official premises or buildings.
- 8.14 In the event of termination of contract due to expiry, liquidation or non-performance, all information assets provided, created or resulting from the service shall not be considered as the supplier's assets and must be returned to the department and written assurance obtained from an appropriate officer of the supplying organisation that these assets regardless of location and format have been fully sanitised throughout the organisation in line with clause 8.15.
- 8.15 In the event of termination, equipment failure or obsolescence, all Departmental information and data, in either hardcopy or electronic format, that is physically held or logically stored by the Contractor must be accounted for and either physically returned or securely sanitised or destroyed in accordance with the current HMG policy using an NCSC approved product or method.
Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as data stored in a cloud system, Storage Area Network (SAN) or on shared backup tapes, then the Contractor or sub-contractor shall protect the Department's information and data until such time, which may be long after the end of the contract, when it can be securely cleansed or destroyed.
Evidence of secure destruction will be required in all cases.

- 8.16 Access by Contractor or sub-contractor staff to Departmental Data, including user credentials, shall be confined to those individuals who have a “need-to-know” in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Department. All Contractor or sub-contractor staff must complete this process before access to Departmental Data is permitted. Any Contractor or sub-contractor staff who will be in contact with children or vulnerable adults must, in addition to any security clearance, have successfully undergone an Enhanced DBS (Disclosure and Barring Service) check prior to any contact.
- 8.17 All Contractor or sub-contractor employees who handle Departmental Data shall have annual awareness training in protecting information.
- 8.18 The Contractor shall, as a minimum, have in place robust Business Continuity arrangements and processes including IT disaster recovery plans and procedures that conform to ISO 22301 to ensure that the delivery of the contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency or crisis to the services delivered. If a ISO 22301 certificate is not available the supplier will provide evidence of the effectiveness of their ISO 22301 conformant Business Continuity arrangements and processes including IT disaster recovery plans and procedures. This should include evidence that the Contractor has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.
- 8.19 Any suspected or actual breach of the confidentiality, integrity or availability of Departmental Data, including user credentials, used or handled in the course of providing this service shall be recorded as an incident. This includes any non-compliance with these Departmental Security Standards for Contractors, or other Security Standards pertaining to the solution.
- Incidents shall be reported to the department immediately, wherever practical, even if unconfirmed or when full details are not known, but always within 24 hours of discovery. If incident reporting has been delayed by more than 24 hours, the contractor should provide an explanation about the delay.
- Incidents shall be reported through the department’s nominated system or service owner.
- Incidents shall be investigated by the contractor with outcomes being notified to the Department.

- 8.20 The Contractor shall ensure that any IT systems and hosting environments that are used to handle, store or process Departmental Data shall be subject to independent IT Health Checks (ITHC) using an NCSC CHECK Scheme ITHC provider before go-live and periodically (at least annually) thereafter. The findings of the ITHC relevant to the service being provided are to be shared with the Department and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required.
- 8.21 The Contractor or sub-contractors providing the service will provide the Department with full details of any actual or future intent to develop, manage, support, process or store Departmental Data outside of the UK mainland. The Contractor or sub-contractor shall not go ahead with any such proposal without the prior written agreement from the Department.
- 8.22 The Department reserves the right to audit the Contractor or sub-contractors providing the service within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the service being supplied and the Contractor's, and any sub-contractors', compliance with the clauses contained in this Section.
- 8.23 The Contractor and sub-contractors shall undergo appropriate security assurance activities and shall provide appropriate evidence including the production of the necessary security documentation as determined by the department. This will include obtaining any necessary professional security resources required to support the Contractor's and sub-contractor's security assurance activities such as: a Security and Information Risk Advisor (SIRA) certified to NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Cyber Professional (CCP) schemes.

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

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

8.25 The Contractor shall contractually enforce all these Departmental Security Standards for Contractors onto any third-party suppliers, sub-contractors or partners who could potentially access Departmental Data in the course of providing this service.

9. Warranty and Indemnity

9.1 The Contractor warrants to the Department that the obligations of the Contractor under this Contract will be performed by appropriately qualified and trained personnel with reasonable skill, care and diligence and to such high standards of quality as it is reasonable for the Department to expect in all the circumstances. The Department will be relying upon the Contractor's skill, expertise and experience in the performance of the Project and also upon the accuracy of all representations or statements made and the advice given by the Contractor in connection with the performance of the Project and the accuracy of any documents conceived, originated, made or developed by the Contractor as part of this Contract. The Contractor warrants that any goods supplied by the Contractor forming part of the Services will be of satisfactory quality and fit for their purpose and will be free from defects in design, material and workmanship.

9.2 Without prejudice to any other remedy, if any part of the Project is not performed in accordance with this Contract then the Department shall be entitled, where appropriate to:

9.2.1 require the Contractor promptly to re-perform or replace the

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

- 9.2.2 assess the cost of remedying the failure ("the assessed cost") and to deduct from any sums due to the Contractor the Assessed Cost for the period that such failure continues.
- 9.3 The Contractor shall be liable for and shall indemnify the Department in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to the Department or otherwise arising out of or in the course of or caused by the performance of the Project.
- 9.4 Without prejudice to any other exclusion or limitation of liability in this Contract, the liability of the Contractor for any claim or claims under this Contract shall be limited to such sums as it would be just and equitable for the Contractor to pay having regard to the extent of his responsibility for the loss or damage giving rise to such claim or claims etc.
- 9.5 All property of the Contractor whilst on the Department's premises shall be there at the risk of the Contractor and the Department shall accept no liability for any loss or damage howsoever occurring to it.
- 9.6 The Contractor shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Contract. The Contractor shall upon request produce to the Department, its policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

10. Termination

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

notice in writing.

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

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

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

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

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

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

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

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

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

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

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

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

11. Status of Contractor

- 11.1 In carrying out its obligations under this Contract the Contractor agrees that it will be acting as principal and not as the agent of the Department.
- 11.2 The Contractor shall not say or do anything that may lead any other person to believe that the Contractor is acting as the agent of the Department.

12. Freedom of information

- 12.1 The Contractor acknowledges that the Department is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Department to enable the Department to comply with its information disclosure obligations.
- 12.2 The Contractor shall and shall procure that its Sub-contractors shall:
- 12.2.1 transfer to the Department all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
 - 12.2.2 provide the Department with a copy of all Information in its possession, or power in the form that the Department requires within five Working Days (or such other period as the Department may specify) of the Department's request; and
 - 12.2.3 provide all necessary assistance as reasonably requested by the Department to enable the Department to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 12.3 The Department shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- 12.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Department.
- 12.5 The Contractor acknowledges that (notwithstanding the provisions of Clause 13) the Department may, acting in accordance with the Ministry

of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("**the Code**"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Project:

12.5.1 in certain circumstances without consulting the Contractor; or

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

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

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

13. CONFIDENTIALITY

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

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

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

13.2 Clause 13 shall not apply to the extent that:

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

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

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

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

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

13.3 The Contractor may only disclose the Department's Confidential Information to the Contractor Personnel who are directly involved in the

provision of the Services and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.

- 13.4 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Department's Confidential Information received otherwise than for the purposes of this Contract.
- 13.5 At the written request of the Department, the Contractor shall procure that those members of the Contractor Personnel identified in the Department's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Contract.
- 13.6 Nothing in this Contract shall prevent the Department from disclosing the Contractor's Confidential Information:
- 13.6.1 to any Crown Body or any other Contracting Department. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Department;
 - 13.6.2 to any consultant, contractor or other person engaged by the Department or any person conducting an Office of Government Commerce gateway review;
 - 13.6.3 for the purpose of the examination and certification of the Department's accounts; or
 - 13.6.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Department has used its resources.
- 13.7 The Department shall use all reasonable endeavours to ensure that any government department, Contracting Department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 13 is made aware of the Department's obligations of confidentiality.
- 13.8 Nothing in this clause 13 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.
- 13.9 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Department shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from

disclosure in accordance with the provisions of the FOIA.

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

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

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

14. Access and Information

14.1 The Contractor shall provide access at all reasonable times to the Department's internal auditors or other duly authorised staff or agents to inspect such documents as the Department considers necessary in connection with this Contract and where appropriate speak to the 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 two years for each relevant member of staff for as long as this contract applies. The DBS check must be completed before any of the

Contractor's employees work with children in Regulated Activity.
Please see <https://www.gov.uk/crb-criminal-records-bureau-check> for further guidance.

26. Project outputs

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

articles, the Contractor shall notify the Project Manager before any agreement is made with external audiences, to allow the Department time to consider the request. The Contractor shall only present findings that will already be in the public domain at the time of presentation, unless otherwise agreed with the Department. This clause applies at all times prior to publication of the final report.

End of Schedule Three

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

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

1. The contact details of the Controller's Data Protection Officer are: [REDACTED]
2. The contact details of the Processor's Data Protection Officer are: [REDACTED]
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.

Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor in accordance with Clause 7.1.
Subject matter of the processing	Processing of the data in the Study of Early Education and Development (SEED) and all its work strands.
Duration of the processing	The Contractor shall commence the Project on the date the contract was signed by the Department and shall complete the project on or before 31st December 2029 .
Nature and purposes of the processing	<p>Nature of the processing:</p> <p>Collection, recording, storage, anonymisation, checking and cleaning data, preparing data for analysis, sharing anonymised data with subcontractors through secure data transfer routes, analysis, reporting and archiving of anonymised data. Using personal data for re-contact in accordance with consent and where agreed within the contract, using in accordance with consent and where agreed within the contract for contacting teachers in schools to gather further data, using for linking with DfE National Pupil Database, destruction at the end of this work or on termination of the contract.</p> <p>Purpose of the processing:</p> <p>The data is being processed as part of the Study of Early Education and Development. The data is being processed under the public task condition.</p>
Type of Personal Data being processed	Name of child, parents' names, dates of birth, home address, telephone numbers, names and contact details for childcare

	settings and schools (including teachers' names as collected from parents).
Categories of Data Subject	Members of the public; families, children (pupils) Early years settings and staff, schools and staff.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>The contractor will ensure that the Department's Data is securely removed from their systems and any printed copies securely destroyed at the end of this work, or on termination of the contract. In complying with this clause, electronic copies of the Department's Data shall be securely destroyed by either physical destruction of the storage media or secure deletion using appropriate electronic shredding software, using a minimum setting of US DOD overwriting standard (7 passes). Any hard copy shall be destroyed by cross-cut shredding and secure recycling of the resulting paper waste.</p> <p>All confidential data from the Project will be destroyed on or before 31st December 2031</p>

End of Schedule Four

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

Signature

[REDACTED]

Name in CAPITALS

[REDACTED]

Position and Address

[REDACTED]

Date

[REDACTED]

Authorised to sign for and on
behalf of the Contractor

Signature

[REDACTED]

Name in CAPITALS

[REDACTED]

Position and Address

[REDACTED]

Date

[REDACTED]