

CONTRACT FOR SMC 'STATE OF THE NATION' 2023

THIS CONTRACT IS DATED 27 MAY 2022

Parties

- 1) The Social Mobility Commission whose Head Office is at Sanctuary Buildings, Great Smith Street, London, SW1P 3BT ("the Commission"); and**
- 2) The Warden and Fellows of Nuffield College in the University of Oxford, registered charity number 1137506, whose registered office is New Road, Oxford, OX1 1NF ("the Contractor")**

Recitals

The Contractor has agreed to help the Social Mobility Commission (SMC) by producing robust, quality-assured statistical analysis for inclusion in the SMC's annual State of the Nation 2023 report.

The Commission's reference number for this Contract: [SMC 2223-36](#)

1 Interpretation

1.1 In this Contract the following words shall mean:-

Agreement	means this Contract;
Affected Party	means the Customer or the Supplier affected by the event
Associates	A Party's employees, officers, agents, sub-contractors or authorised representatives.
Authorised Supplier Approver	Any personnel of the Supplier who have the authority to contractually bind the Supplier in all matters relating to Contract. They must be named in the applicable Schedule of Work, and the Customer must be notified if they change.
Authorised Customer Approver	Any personnel of the Customer who have the authority to contractually bind the Customer in all matters relating to this Contract. They must be named in the applicable Schedule of Work, and the Supplier must be notified if they change.
Contract	This contract between the Customer and the Supplier, which consists of the terms set out in the Contract Terms, the Schedules and any Schedule of Work.
Contract Terms	The terms and conditions set out in this Contract including this Schedule 1 but not including any other Schedules or Schedule of Work.
Central Government Body	A body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: Government Department; Non- Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); Non-Ministerial Department; or Executive Supplier.
Change of Control	Change of Control has the same meaning as in section 416 of the Income and Corporation Taxes Act 1988.
Customer Affiliates	Any organisation associated with the Customer that will directly receive the benefit of the Project. Customer Affiliates must be named in a Schedule of Work, or subsequently notified to the Supplier.
Customer Project Specification	The document containing the Customer's requirements issued either as part of the Call For Competition Process, or as set out in a Schedule of Work from time to time.
Customer Cause	A situation where the Customer does not fulfil its obligations in connection with this Contract (including its payment obligations), and as a consequence the Supplier is prevented from performing any of the agreed Project.
Customer Confidential Information	All Customer Data and any information that the Customer or CCS gives to Agencies that is designated as being confidential, or which ought to be reasonably be considered to be confidential (whether or not it is marked "confidential"). This may include information, however conveyed, that is politically or security sensitive and/or relates to the Customer's business, affairs, developments, trade secrets, Know-How, personnel and suppliers.
Customer Data	Data, text, drawings, diagrams, images or sounds (together with any database made up of any of these), including any Customer's Confidential Information, supplied to the Supplier by or on behalf of the Customer, or which the Supplier is required to generate, process, store or transmit in connection this Contract, and any Personal Data for which the Customer is the Data Controller.
Customer Materials	Any Customer Data, Customer equipment, computer systems, software, documents, copy, Intellectual Property Rights, artwork, logos and any other materials or information owned by or licensed to the Customer which are provided to the Supplier or its Associates by or on behalf of the Customer.

Contracting Body	CCS, the Customer, the Cabinet Office and any other bodies listed in the OJEU Notice.
Contract Charges	All charges payable by the Customer for the Project provided under this Contract.
Confidential Information	The Customers Confidential Information and/or the Supplier Confidential Information.
Contractor Personnel	means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any Sub-Contractor engaged in the performance of its obligations under this Agreement.
Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer	The meaning given in the GDPR.
Contract Year	A consecutive 12- month period during the Term commencing on the Effective Date or each anniversary thereof.
Data Loss Event	any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
DPA 2018	Data Protection Act 2018
Data Protection Impact Assessment	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
Data Subject Access Request	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
Data Protection Legislation or DPA	(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;
Default	Any breach of the obligations of the Supplier (including but not limited failing to provide any Deliverables by any date set out in the applicable Schedule of Work (or any other deadline agreed by the Parties in writing), and abandonment of this Contract in breach of its terms) or any other default (including material Default), act, omission, negligence or statement of the Supplier, of its Sub-Contractors or any of its staff howsoever arising in connection with or in relation to the subject-matter of this Contract and in respect of which the Supplier is liable to the Customer.
Deliverables	The applied services that are to be provided as specified in a Schedule of Work.
Dispute	Any dispute, difference or question of interpretation arising out of or in connection with this Contract, including any dispute, difference or question of interpretation relating to the Project, failure to agree in accordance with the Variation Procedure or any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure.
Dispute Resolution Procedure	The dispute resolution procedure set out in Contract Schedule 4 (Dispute Resolution Procedure).
Effective Date	The date this Contract starts.
Environmental Information Regulations or EIRs	The Environmental Information Regulations 2004 together with any related guidance and/or codes of practice issued by the Information Commissioner or relevant Government department.
Expenses	Reasonable travelling, hotel, subsistence and other expenses incurred by the Supplier in connection with the supply Services of and Deliverables, provided that such Expenses have either received the Customers Approval or are in

	accordance with any expenses policies which have been supplied to the Supplier and set out in the agreed Schedule of Work.
Expiry Date	The date this Contract ends.
Extension Expiry Date	The latest date this Contract can end.
FOIA	The Freedom of Information Act 2000 as amended from time to time and any subordinate legislation made under that 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.
Force Majeure	<p>Means:</p> <ul style="list-style-type: none"> • acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party • riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare • fire, flood, any disaster and any failure or shortage of power or fuel • an industrial dispute affecting a third party for which a substitute third party is not reasonably available but does not mean: <ul style="list-style-type: none"> • any industrial dispute relating to the Supplier, its staff, or any other failure in the Supplier's (or a subcontractor's) supply chain • any event or occurrence which is attributable to the wilful act, neglect or failure to take reasonable precautions against the event or occurrence by the Party concerned, and <p>any failure of delay caused by a lack of funds</p>
GDPR	Means the General Data Protection Regulation (<i>Regulation (EU) 2016/679</i>)
Good Industry Practice	Standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector.
Guarantor	The person, in the event that a Guarantee is required under this Contract, acceptable to the Customer to give a Guarantee.
Information	The same meaning given under section 84 of the Freedom of Information Act 2000 as amended from time to time
Insolvency Event	<p>Means, in respect of the Supplier:</p> <ol style="list-style-type: none"> a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986; or b) a winding-up resolution is considered or passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to

	<p>Schedule A1 of the Insolvency Act 1986; or</p> <p>h) where the Supplier is an individual or partnership, any event analogous to these listed in this definition occurs in relation to that individual or partnership; or</p> <p>d) any event analogous to these listed in this definition occurs under the law of any other jurisdiction</p>
Intellectual Property Rights or IPR	<p>The following rights, wherever in the world enforceable, or such similar rights, which have equivalent effect, including all reversions and renewals and all applications for registration:</p> <ul style="list-style-type: none"> • any patents or patent applications • any trade marks (whether or not registered) • inventions, discoveries, utility models and improvements whether or not capable of protection by patent or registration • copyright or design rights (whether registered or unregistered) • database rights • performer's property rights as described in Part II of the Copyright Designs and Patents Act 1988 and any similar rights of performers anywhere in the world • any goodwill in any trade or service name, trading style or get-up and • any and all other intellectual or proprietary rights
Key Individuals	Individuals named by the Supplier in this Contract as having a major responsibility for delivering the Project.
Law	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply;
LCIA	means London Court of International Arbitration
LED	means Law Enforcement Directive (Directive (EU) 2016/680)
Losses	Any losses, damages, liabilities, claims, demands, actions, penalties, fines, awards, costs and expenses (including reasonable legal and other professional expenses) to either Party.
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.
Materials	Any questionnaires, discussion guides, transcripts, tables, data files, reports, pre-notifications, stimulus materials or any other material protected by Intellectual Property Rights or produced as part of a Project.
Moral Rights	All rights described in Part I, Chapter IV of the Copyright Designs and Patents act 1988 and any similar rights of authors anywhere in the world.
Party	Means a Party to this Agreement.
Personal Data	Personal Data has the same meaning as set out in the Data Protection Act 2018
Prohibited Act	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Customer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> a) induce that person to perform improperly a relevant function or activity b) reward that person for improper performance of a relevant function or activity c) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance

	<p>of a relevant function or activity in connection with this Agreement;</p> <p>d) commit any offence:</p> <ul style="list-style-type: none"> • under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or • under legislation or common law concerning fraudulent acts; or • defrauding, attempting to defraud or conspiring to defraud the Customer; or • any activity, practice or conduct which would constitute one of the offences listed above if such activity, practice or conduct had been carried out in the UK;
Project	Any project(s) agreed between the Parties from time to time whereby the Supplier performs the Project which are the subject of this Contract and supplies Deliverables to the Customer as more fully described in the applicable Schedule of Work;
Project Commencement Date	The date a Project will start, as set out in the relevant Schedule of Work.
Project Completion Date	The date by which a Project is to be completed, as set out in the relevant Schedule of Work.
Project Notice Period	The period of notice for cancellation of a Project as set out in Clause 10.
Project Specific Materials	<p>Means:</p> <p>Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>Intellectual Property Rights in or arising as a result of the performance of the Supplier's obligations under this Contract and all updates and amendments to the same.</p>
Project Term	The period during which the Project for each Project will be provided as specified in the applicable Schedule of Work.
Protective Measures	means 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 such measures adopted by it.
Purchase Order Number	The order number provided to the Supplier by the Cabinet Office.
Records	The accounts and information maintained by the Supplier related to the operation and delivery of this Contract, including all expenditure which is reimbursable by the Customer, as are necessary for the provision of management information and to enable the Customer to conduct an audit as set out in Clause 21.
Rectification Plan	The rectification plan pursuant to the Rectification Plan Process.
Regulations	The Public Contracts Regulations 2015.
Relevant Requirements	All applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
Request for Information	A request for information or an apparent request relating to this Contract or the provision of the Project or an apparent request for such information under the FOIA or the EIRs.
Schedule	Any Schedule attached to this Contract.
Services	The Project to be supplied by the Supplier under this Contract, as set out in the

	relevant Schedule of Work. This includes the provision of Deliverables.
Special Terms	Any terms specifically designated as varying these Contract Terms or the terms of any schedule, as set out in the applicable Schedule of Work.
Standards	Any: standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; <ul style="list-style-type: none"> standards detailed in the specification; standards detailed by the Customer in the Contract and any Schedule of Work or agreed between the Parties from time to time; relevant Government codes of practice and guidance applicable from time to time i.e. including but not limited to Market Research Society (MRS) Code of Conduct and Social Research Association (SRA).
Schedule of Work	One or more documents describing the relevant Project(s) as agreed and signed by the parties and which shall comprise both the Customer Project Specification and the Supplier's Proposal (whether agreed as part of a Call for Competition or during the Term of this Contract).
Sub-Contract	A contract entered into between the Supplier and a Sub- Contractor.
Sub-Contractor	Any person or Supplier appointed by the Supplier to provide elements of the Project on behalf of the Supplier to the Customer.
Sub-Processor	Means any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement
Supplier Affiliate	Any company, partnership or other entity which at any time directly or indirectly controls, is controlled by or is under common control with the Supplier, including as a subsidiary, parent or holding company.
Supplier Confidential Information	Any information that the Supplier gives to CCS or to Customer's that is designated as being confidential, or which ought to be reasonably be considered to be confidential (whether or not it is marked "confidential"). This may include information, however it is conveyed, that relates to the Supplier's business, affairs, developments, trade secrets, Know-How, personnel and suppliers including all Intellectual Property Rights.
Supplier Materials	Those Materials specifically created by any officers, employees, sub-contractors or freelancers of the Supplier for the purposes of a Project, whether or not these materials are incorporated into Deliverables during the Term. (Includes any Materials adapted, modified or derived from the Customer Materials).
Supplier Proprietary Materials	Software (including all programming code in object and source code form), methodology, know-how and processes and Materials in relation to which the Intellectual Property Rights are owned by (or licensed to) the Contractor and which: <ul style="list-style-type: none"> were in existence prior to the date on which it is intended to use them for a Project, or are created by or for the Contractor outside of a Project and which are intended to be reused across its business
Supplier Proposal	The Supplier's solution in response to the Customer's Project Specification, as set out in any Schedule of Work.
Tender	The tender submitted by the Supplier in response to the Invitation to Tender.
Term	The period from the Effective Date to the earlier of: <ul style="list-style-type: none"> the Expiry Date or New Expiry Date; and

	<ul style="list-style-type: none"> any date of termination
Territory	The United Kingdom, unless specified otherwise in the Contract. Publication and marketing on globally accessible mediums such as the internet shall not mean that the Territory is deemed to be worldwide.
Third Party Materials	Any Materials used in the Deliverables which are either commissioned by the Supplier from third parties or which have already been created by a third party and the Supplier proposes to use. Excludes software which is owned or licensed by a third party.
Transparency Principles	The principles set out at www.gov.uk/government/publications/transparency-of-suppliers-and-government-to-the-public detailing the requirement for the proactive release of contract information under the Government's transparency commitment.
Transparency Reports	The information relating to the Project and performance of this Contract which the Supplier is required to provide to the Customer, or to CCS in accordance with its reporting requirements.
Variation	A change in this Contract that is formally agreed by both Parties, as detailed in Clause 18.
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 and the neuter. References to a person include any individual, firm, unincorporated association or body corporate.

2 Commencement and Continuation

The Contractor shall commence the Services on **27 May 2022** and, subject to Clause 10.1 shall complete the Services on or before **20 June 2023**.

At the discretion of the Commission, the Contract may be extended by a further 6 months subject to satisfactory performance.

This Contract shall be deemed to have been effective from **27 May 2022**.

3 Contractor's Obligations

3.1 The Contractor shall promptly and efficiently complete the Services in accordance with the provisions set out in Schedule 1.

- 3.2** The Contractor shall comply with the accounting and information provisions of Schedule 2.
- 3.3** 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.
- 3.4** The Contractor shall co-operate fully with the Commission in order to enable an efficient and detailed knowledge transfer from the Contractor to the Commission at the end of the Term and shall provide the Commission free of charge with full access to Personnel, copies of all documents, codes, reports, summaries and any other information requested by the Commission.
- 3.5** The Contractor shall provide the Customer with an accessible, quality-assured Microsoft (MS) Excel file where the underlying data for each figure or chart used in the final report are presented in separate tabs. For example, please see this [DfE report](#), which has the report, then the excel file under it.

4 Commission's Obligations

The Commission shall, or shall procure that the Department shall, comply with the payment provisions of Schedule 2 provided that the Commission, or the Department as applicable, has received full and accurate information and documentation as required by Schedule 2 to be submitted by the Contractor for work completed to the satisfaction of the Commission.

5 Changes to the Commission's Requirements

- 5.1** The Commission shall notify the Contractor of any material change to the Commission's requirement under this Contract.
- 5.2** The Contractor shall use its best endeavours to accommodate any changes to the needs and requirements of the Commission 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.

6 Management

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

7 Contractor's Employees and Sub-Contractors

- 7.1** Where the Contractor enters into a sub-contract with a Sub-contractor it shall ensure prompt payment in accordance with this Clause 7.1. Unless otherwise agreed by the Commission 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:

7.1.1 10 days, where the Sub-contractor is an SME; or

7.1.2 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 Commission's request, sufficient evidence to demonstrate compliance.

- 7.2** The Commission shall be entitled to withhold payment due under Clause 7.1 for so long as the Contractor, in the Commission's reasonable opinion, has failed to comply with its obligations to pay any Sub-contractors promptly in accordance with Clause 7.1. For the avoidance of doubt the Commission shall not be liable to pay any interest or penalty in withholding such payment.
- 7.3** The Contractor shall take all reasonable steps to satisfy itself that its employees or Sub-contractors (or their employees) are suitable in all respects to perform the Services.
- 7.4** The Contractor shall give to the Commission if so requested a list of all persons who are or may be at any time directly concerned with the performance of this Contract specifying the capacity in which they are concerned with the provision of the Services and giving such other particulars as the Commission may reasonably require.
- 7.5** If the Commission notifies the Contractor that it considers that an employee or Sub-contractor is not appropriately qualified or trained to provide the Services or otherwise is not providing the Services in accordance with this Contract, then the Contractor shall, as soon as is reasonably practicable, take all such steps as the Commission considers necessary to remedy the situation or, if so required by the Commission, shall remove the said employee or Sub-contractor from providing the Services and shall provide a suitable replacement (at no cost to the Commission).
- 7.6** The Contractor shall take all reasonable steps to avoid changes of employees or Sub-contractors assigned to and accepted to provide the Services under the Contract except whenever changes are unavoidable or of a temporary nature. The Contractor shall give at least one month's written notice to the Contract Manager of proposals to change key employees or Sub-contractors.
- 7.7** The Contractor shall immediately notify the Commission 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.
- 7.8** The Contractor, its employees and Sub-contractors (or their employees), whilst on the Commission's premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time.

- 7.9** The Contractor shall ensure the security of all the Property whilst in its possession, during the supply of the Services, in accordance with any applicable sensitivity considerations notified to the Contractor verbally or in writing.

8 Intellectual Property Rights

- 8.1** It is acknowledged and agreed between the parties that all existing or future Commission's Intellectual Property Rights shall vest in the Commission.
- 8.2** Any Intellectual Property Rights owned by or licensed to the Contractor which are Supplier Proprietary Materials or in existence at the date of this Contract and in each case which are comprised in the Services or necessary for or arising from the performance of the Services ("**Background Intellectual Property**") shall remain in the ownership of the Contractor or its licensors but in consideration of the fees payable pursuant to this Contract the Contractor hereby grants (or shall use its reasonable endeavours to procure a direct grant) to the Commission of an irrevocable, non-exclusive, royalty-free, perpetual licence to use the Background Intellectual Property for the purpose of receiving and using the Services.
- 8.3** The Contractor agrees that at the request and cost of the Commission it will and procure that its officers, employees and agents will at all times do all such reasonable acts and execute all such documents as may be reasonably necessary or desirable to ensure that the Commission receives the full benefit of all of its rights under this Contract in respect of the Commission's Intellectual Property Rights or to assist in the resolution of any question concerning the Intellectual Property Rights.
- 8.4** The Contractor hereby waives any Moral Rights as defined at Chapter IV of the Copyright, Designs and Patents Act 1988.
- 8.5** The Contractor warrants:
- 8.5.1** that the Commission's Intellectual Property Rights comprise the original work of and were created by or on behalf of the Contractor;
 - 8.5.2** that the Commission's Intellectual Property Rights have not and will not be copied wholly or in part from any other work or material;
 - 8.5.3** that the use of or exercise by the Commission of the Commission's Intellectual Property Rights and the Background Intellectual Property will not infringe the rights of any third party;
 - 8.5.4** that the Contractor has not granted or assigned any rights of any nature in the Commission's Intellectual Property Rights to any third party.

9 Warranty and Indemnity

- 9.1** The Contractor warrants to the Commission 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 Commission to expect in all the circumstances. The Commission will be relying upon the Contractor's skill, expertise and experience

in the performance of the Services 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 Services 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 a 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 Services is not performed in accordance with this Contract then the Commission shall be entitled, where appropriate to:

9.2.1 require the Contractor promptly to re-perform or replace the relevant part of the Services without additional charge to the Commission; 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 Commission 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 Commission or otherwise arising out of or in the course of or caused by the provision of the Services.
- 9.4** The Contractor shall be liable for and shall indemnify the Commission against any expense, liability, loss, claim or proceedings arising as a result of or in connection with any breach of the terms of this Contract or otherwise through the default of the Contractor.
- 9.5** All property of the Contractor whilst on the Commission's premises shall be there at the risk of the Contractor and the Commission 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 Commission, 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 Commission 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;
 - 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;
 - 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;
 - 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 Commission 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 its obligations relating to the payment of social security contributions, national insurance contributions (NICs) or such other applicable statutory payments;
 - 10.4.9 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil its obligations relating to payment of taxes; or
 - 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 Commission 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 Commission.

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 Commission.

12 Confidentiality

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

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

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

12.2 Clause 12.1 shall not apply to the extent that:

12.2.1 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 13 (Freedom of Information);

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

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

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

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

12.3 The Contractor may only disclose the Commission'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.

- 12.4** The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Commission's Confidential Information received otherwise than for the purposes of this Contract.
- 12.5** The Contractor shall ensure that their employees, servants or such professional advisors or consultants are aware of the Contractor's obligations under this Contract.
- 12.6** Nothing in this Contract shall prevent the Commission from disclosing the Contractor's Confidential Information:
- 12.6.1 on a confidential basis to any Central Government Body for any proper purpose of the Commission or of the relevant Central Government Body;
 - 12.6.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - 12.6.3 to the extent that the Commission (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
 - 12.6.4 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 12.6.1 (including any benchmarking organisation) for any purpose relating to or connected with this Contract;
 - 12.6.5 on a confidential basis for the purpose of the exercise of its rights under this Contract, including audit rights, step-in rights and exit management rights; or
 - 12.6.6 on a confidential basis to a proposed successor body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract.
- 12.7** The Commission shall use all reasonable endeavours to ensure that any Central Government Body, Contracting Department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to Clause 12 is made aware of the Commission's obligations of confidentiality.
- 12.8** Nothing in this Clause 12 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 Intellectual Property Rights.
- 12.9** 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 Commission 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.
- 12.10** Subject to Clause 12.9, the Contractor hereby gives its consent for the Commission to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.

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

12.12 The Contractor shall assist and cooperate with the Commission to enable the Commission to publish this Contract.

13 Freedom of Information

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

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

13.2.1 transfer to the Commission 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;

13.2.2 provide the Commission with a copy of all Information in its possession, or power in the form that the Commission requires within five Working Days (or such other period as the Commission may specify) of the Commission's request; and

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

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

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

13.5 The Contractor acknowledges that (notwithstanding the provisions of Clause 13) the Commission 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 Services:

13.5.1 in certain circumstances without consulting the Contractor; or

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

provided always that where 13.5.1 applies the Commission shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

- 13.6** The Contractor shall ensure that all Information is retained for disclosure and shall permit the Commission to inspect such records as requested from time to time.

14 Access and Information

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

15 Transfer of Responsibility on Expiry or Termination

- 15.1** The Contractor shall, at no cost to the Commission, promptly provide such assistance and comply with such timetable as the Commission may reasonably require for the purpose of ensuring an orderly transfer of responsibility upon the expiry or other termination of this Contract. The Commission 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 Schedules.
- 15.3** The Contractor undertakes that it shall not knowingly do or omit to do anything which may adversely affect the ability of the Commission 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 and all other statutes and regulations relating to income tax in respect of that consideration. Where the Contractor is deemed to be an Off-Payroll Contractor as defined by Her Majesty's Revenue and Customs the Commission reserves the right to calculate Income Tax and pay it to HMRC. The amounts will be deducted from the Contractor's fee for the work provided.
- 16.2** Where the Contractor is liable to NICs in respect of consideration received under this Contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to NICs in respect of that consideration. Where the Contractor is deemed to be an Off-Payroll Contractor as defined by Her Majesty's Revenue and Customs the Commission

reserves the right to calculate primary (employee) NICs and pay them to HMRC. The amounts will be deducted from the Contractor's fee for the work provided.

- 16.3** The Commission 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 Commission 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) the Commission 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 Commission 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 Commission that it is an independent contractor and, as such, bears sole responsibility for the payment of tax and NICs 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 the Commission against any liability, assessment or claim made by the HM Revenue and Customs or any other relevant authority arising out of the performance by the parties of their obligations under this Contract (other than in respect of employer's secondary national insurance contributions) and any costs, expenses, penalty fine or interest incurred or payable by the Commission in connection with any such assessment or claim, in the event of proven negligence on behalf of the Contractor.

- 16.10** The Contractor authorises the Commission to provide the HM Revenue and Customs and all departments or agencies of Her Majesty's Government with any information which they may request as to fees and/or expenses paid or due to be paid under this Contract whether or not the Commission is obliged as a matter of law to comply with such request.
- 16.11** The Contractor shall register for value added tax if and when required by law and shall promptly notify the Department for Work and Pensions of its liability for Class 2 and, where appropriate, Class 4 NICs.

17

18 Amendment and variation

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 which the Commission may have in place from time to time.

19 Assignment and Sub-contracting

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 Commission. Such consent may be given subject to any conditions which the Commission considers necessary. The Commission may withdraw its consent to any sub-contractor where it no longer has reasonable grounds to approve of the sub-contractor or the sub-contracting arrangement and where these grounds have been presented in writing to the Contractor.

20 The Contract (Rights of Third Parties) Act 1999

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

21 Waiver

No delay by or omission by either party in exercising any right, power, privilege or remedy under this Contract shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy.

22 Notices

- 22.1** Any notice, demand or communication in connection with the Contract shall be in writing and may be delivered by hand, pre-paid first class post or (where being sent to an address in a different country to where posted) airmail, or e-mail, addressed to

the recipient at its registered office or its address (or such other address, or e-mail address as may be notified in writing from time to time).

22.2 The notice, demand or communication shall be deemed to have been duly served:

22.2.1 if delivered by hand, when left at the proper address for service;

22.2.2 if given or made by prepaid first class post 48 hours after being posted or in the case of airmail 14 days after being posted;

22.2.3 if made by e-mail, at the time of transmission, dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message or, in the case of transmission by e-mail where the time of transmission is not between 9.00 am and 5.00 pm, service shall be deemed to occur at 9.00 am on the next following Working Day (such times being local time at the address of the recipient).

23 Dispute resolution

23.1 The parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute that arises during the continuance of this Contract.

23.2 Any dispute not capable of resolution by the parties in accordance with the terms of Clause 23 shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution Model Mediation Procedure.

23.3 No party may commence any court proceedings/arbitration in relation to any dispute arising out of this Contract until they have attempted to settle it by mediation, but any such mediation may be terminated by either party at any time of such party wishing to commence court proceedings/arbitration.

24 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 Law and Jurisdiction

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

As witness the hands of the parties

1 Background

- 1.1 The Social Mobility Commission (SMC) monitors progress towards improving social mobility in the UK and promotes social mobility in England. It is an independent statutory body created by an Act of Parliament and is sponsored by the Cabinet Office (CO).
- 1.2 As part of its remit, the Commission undertakes an annual State of the Nation report each year. This report is part of the Commission's statutory duty to promote as well as monitor UK-wide progress on social mobility each year and should be published by 30th June 2023.

2 Aim

- 2.1 The Contractor shall use all reasonable endeavours to achieve the following aim:
 - a. The key objective is robust, quality-assured statistical analysis for inclusion in our annual State of the Nation report.

3 Objectives

- 3.1 The Contractor shall use all reasonable endeavours to achieve the following objectives:
 - a. To run the analysis to produce the statistics named in the new Social Mobility Index methodology, for publication in the Commission's 2023 State of the Nation report.
 - The SMC would like to calculate and interpret the statistics shown in Annex 2. These include all drivers, annual indicators, five-year indicators broken down by 'protected characteristics' such as gender, ethnicity and disability, as well as geography (UK wide, nationally, regionally, and locally); and the final social mobility outcomes with respect to occupation, income, education, housing and wealth.
 - The new index looks at the impact of 'protected characteristics' such as gender, ethnicity and disability, as well as geography, on social mobility chances. As the old index did, we envision this updated one to also assess how social mobility outcomes compare in local geographical places. These kinds of analysis need large sample sizes, in order to see how social mobility processes play out among different subgroups or subareas of the population. To achieve this, the framework pools five years' worth of annual data, and thus will report every five years on these measures.
 - The Contractor shall draw on a variety of large datasets for these analyses. Familiarity with the labour force survey (LFS), understanding society (UKHLS), government datasets (DfE), etc. The UK has very rich data resources but not all of them cover the whole of the UK. There is also a lack of regular harmonised data across the UK for certain drivers and indicators. The supplier will therefore be required to understand how best to harmonise datasets or suggest complementary data resources when information or accessibility is limited (such as when there are

insufficient sample sizes to permit analysis of local areas or by certain characteristics).

- b. To provide an interpretation of the analysis, including data visualisation (charts and tables) and written text, and work with the report team to ensure the messaging and narrative built around the findings is accurate.
- The SMC wants to build a succinct and clear narrative around what these figures mean for progress on social mobility, and where policy responsibility sits for improving certain indicators. It is not necessary for the Contractor to have in-depth knowledge across government policy, but the SMC would like the Contractor to have a sufficient understanding and awareness of the policy space related to social mobility (i.e. across social and economic policy) to be able to comment on what the data mean. Please see the SMC 2016-17 State of the Nation report for a baseline expectation of the level of commentary we are looking for.
- The Contractor shall provide visualisations of the data outputs (i.e., figures, charts, tables etc) with accompanying written interpretation (e.g., to describe the findings) to allow the SMC Secretariat to weave this information into the chapters of the main report. The SMC expects the final charts to be formatted according to SMC's template, to facilitate publication in HTML format. The Contractor shall be available to answer questions regarding the interpretation of the findings and review the final narrative to ensure the findings are interpreted correctly. The Contractor is not expected to write the chapters but to work collaboratively with the SMC to test the interpretation and narrative surrounding the findings.
- c. To run full analytical Quality Assurance (QA), which includes securing independent expert peer review.
- The Contractor shall secure their own resource to conduct QA. Typically, this would involve an independent re-running of the analysis by an expert peer reviewer not immediately involved in the project. This QA must include checking the origin of the data, the code used to generate any outputs, the representativeness of the sample, and the specification of any regression models. Please see Deliverable 4.
- d. The Contractor shall provide fully reproducible analytical materials (including a technical specification and annotated code) to ensure the SMC can conduct the same analyses in future. The technical specification should be applicable to any statistical package, while the annotated code will of course be software specific.

3.2 Accessibility

- a. Government has recently brought into full force new accessibility requirements for publications. All documents must fully comply or risk delays to publication. [click here](#) for guidance
- b. Suppliers must ensure the final documents are fully accessible, including writing alternative text, running accessibility checks on the document and fixing all problems that arise.
- c. The SMC will require final document versions in Microsoft (MS) Word and Adobe

PDF.

4 Methodology

The Contractor shall perform the tasks detailed in the Schedule of Work.

SCHEDULE OF WORK

Task	Output	Date Required
[REDACTED]	[REDACTED]	Tranche 1: 14 October 2022; Tranche 2: 16 December 2022; Tranche 3: 15 February 2023
[REDACTED]	[REDACTED]	Tranche 1: 14 October 2022; Tranche 2: 16 December 2022; Tranche 3: 15 February 2023
[REDACTED]	[REDACTED]	25 February 2023

<div data-bbox="156 179 386 385" data-label="Image"></div>	<div data-bbox="406 179 1284 548" data-label="Image"></div>	<div data-bbox="1311 172 1460 253" data-label="Text"><p>15 March 2023</p></div>
--	---	---

		15 May 2023
		15 April 2023
		Ongoing

<div></div>	<div></div>	Ongoing
-------------	-------------	---------

<div></div>			
-------------	--	--	--

End of schedule 1.

Schedule 2

1 Table

Task	Total	Invoice date
[REDACTED]	£98,729	Tranche 1: 14 October 2022 (£32,910); Tranche 2: 16 December 2022 (£32,910); Tranche 3: 15 February 2023 (£32,909)
[REDACTED]	£12,000	Tranche 1: 14 October 2022 (£4,000) Tranche 2: 16 December 2022 (£4,000); Tranche 3: 15 February 2023 (£4,000)
[REDACTED]	£3,000	25 February 2023
[REDACTED]	£3,763	15 March 2023
[REDACTED]	£5,000	15 May 2023
[REDACTED]	£4,000	15 April 2023
[REDACTED]	£12,500	20 June 2023
[REDACTED]	£6,000	20 June 2023
[REDACTED]	£5,000	20 June 2023
Grand Total (excluding VAT)	£149,992	

'VAT will be payable at the prevailing rate'

- 2 Funds allocated to a particular expenditure heading in the table at paragraph 1 ("the Table") are available for that expenditure heading only. Funds allocated to a particular accounting year are available for that accounting year only. The allocation of funds in the Table may not be altered except with the prior written consent of the Commission or the Department.
- 3 The Contractor shall maintain full and accurate accounts for the Services 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 Commission, the Department or the National Audit Office to examine the accounts at any reasonable time and shall furnish oral or written explanations of the account if required. The Commission 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 Commission or the Department's resources in the performance of this Contract.
- 5 Invoices shall be prepared by the Contractor 'on the invoice dates specified in the Table' in arrears and shall be detailed against the expenditure headings set out in the Table. The Contractor or its nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Contractor on the Services 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 Commission or the Department within the terms of another contract.
- 6 The Commission shall, or shall procure that the Department shall, accept and process for payment an electronic invoice submitted for payment by the Contractor where the invoice is undisputed and where it complies with the standard on electronic invoicing. For the purposes of this paragraph, an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.
- 7 Invoices shall be sent, within 30 days of the end of each invoice date noted in the table to contact@socialmobilitycommission.gov.uk, quoting the **purchase order number, contract reference number** and cc'ing the Project Manager, [REDACTED]. The Commission undertakes to pay, or procure that the Department shall pay, correctly submitted invoices within 5 days of receipt. The Commission is obliged to pay, or procure that the Department pays, invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Commission or the Department. Any correctly submitted invoices that are not paid within 30 days will 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

Contract Manager. The Commission aims to reply to complaints within 10 working days. The Commission shall not be responsible for any delay in payment caused by incomplete or illegible invoices.

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

End of Schedule 2

Authorised to sign for and on
behalf of the **Social Mobility
Commission**

Signature

[REDACTED]

Name in CAPITALS

[REDACTED]

Position in Organisation

[REDACTED]

Address in full
**Sanctuary Buildings,
Great Smith Street,
London, SW1P 3BT**

Date: 20/09/2022

Authorised to sign for and on
behalf of **The Warden and
Fellows of Nuffield College in
the University of Oxford**

Signature

[REDACTED]

Name in CAPITALS

[REDACTED]

Position in Organisation

[REDACTED]

Address in full
**Nuffield College,
University of Oxford,
New Road,
Oxford, OX1 1NF**

Date: 15.09.2022

Annex 1: SMC Security Standards

1. SMC Security Standards for Business Services and ICT Contracts

<p>“BPSS” “Baseline Personnel Security Standard”</p>	<p>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</p>
<p>Cabinet Office</p>	<p>Supports the Prime Minister and ensures effective running of the UK Government. Cabinet Office - GOV.UK (www.gov.uk)</p>
<p>“CCSC” “Certified Cyber Security Consultancy”</p>	<p>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</p>
<p>“CCP” “Certified Professional”</p>	<p>is a NCSC scheme in consultation with government, industry and academia to address the growing need for specialists in the cyber security profession and are building a community of recognised professionals in both the UK public and private sectors. See website: https://www.ncsc.gov.uk/scheme/certified-professional</p>
<p>“CC” “Common Criteria”</p>	<p>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.</p>
<p>“CPA” “Commercial Product Assurance” [formerly called “CESG Product Assurance”]</p>	<p>is an ‘information assurance scheme’ which evaluates commercial off the shelf (COTS) products and their developers against published security and development 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</p>
<p>“Cyber Essentials” “Cyber Essentials Plus”</p>	<p>Cyber Essentials is the government backed, industry supported scheme to help organisations protect themselves against common cyber-attacks. Cyber Essentials and Cyber Essentials Plus are levels within the scheme.</p> <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>
<p>“Data” “Data Controller” “Data Processor” “Personal Data” “Sensitive Personal Data” “Data Subject”, “Process” and “Processing”</p>	<p>shall have the meanings given to those terms by the Data Protection Act 1998</p>

"Department's Data" "Department's Information"	is any data or information owned or retained in order to meet departmental business objectives and tasks, including:) any data, text, drawings, diagrams, images or sounds (together with any repository or database made up of any of these components) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Contractor by or on behalf of the Department; or (ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which the Department is the Data Controller;
"Departmental 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.
"The Commission" "SMC"	means the Social Mobility Commission
"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.
"Good Industry Practice" "Industry Good Practice"	means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.
"Good Industry Standard" "Industry Good Standard"	means the implementation of products and solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.
"GSC" "GSCP"	means the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at: https://www.gov.uk/government/publications/government-security-classifications
"HMG"	means Her Majesty's Government
"ICT"	means Information and Communications Technology (ICT) is 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
"ISO/IEC 27001" "ISO 27001"	is the International Standard for Information Security Management Systems Requirements
"ISO/IEC 27002" "ISO 27002"	is the International Standard describing the Code of Practice for Information Security Controls.
"ISO 22301"	is the International Standard describing for Business Continuity

<p>“IT Security Health Check (ITSHC)”</p> <p>“IT Health Check (ITHC)”</p> <p>“Penetration Testing”</p>	<p>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 that IT system.</p>
<p>“Need-to-Know”</p>	<p>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.</p>
<p>“NCSC”</p>	<p>The National Cyber Security Centre (NCSC) formerly CESG is the UK government’s National Technical Authority for Information Assurance. The NCSC website is https://www.ncsc.gov.uk</p>
<p>“OFFICIAL”</p> <p>“OFFICIAL-SENSITIVE”</p>	<p>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 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>
<p>“Secure Sanitisation”</p>	<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, while others are destructive in nature and render the media unusable. Secure sanitisation was previously covered by “Information Assurance Standard No. 5 - Secure Sanitisation” (“IS5”) issued by the former CESG. Guidance can now be found at: https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media</p>
	<p>The disposal of physical documents and hardcopy materials advice can be found at: https://www.cpni.gov.uk/secure-destruction</p>
<p>“Security and Information Risk Advisor”</p> <p>“CCP SIRA” “SIRA”</p>	<p>the Security and Information Risk Advisor (SIRA) is a role defined under the NCSC Certified Professional (CCP) Scheme. See also: https://www.ncsc.gov.uk/articles/about-certified-professional-scheme</p>
<p>“SPF”</p> <p>“HMG Security Policy Framework”</p>	<p>This is the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government’s Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently and securely. https://www.gov.uk/government/publications/security-policy-framework</p>
<p>”Tailored Assurance”</p> <p>[formerly called “CTAS”, or,</p> <p>”CESG Tailored Assurance”]</p>	<p>is an ‘information assurance scheme’ which provides assurance for a wide range of HMG, MOD, Critical National Infrastructure (CNI) and public sector customers procuring IT systems, products and services, ranging from simple software components to national infrastructure networks. https://www.ncsc.gov.uk/documents/ctas-principles-and-methodology</p>

1.1. Departmental Security Standards Clauses

- 1.2. If the Contractor is appointed to, and provides, ICT products or services, or otherwise handles OFFICIAL information on behalf of SMC, the provisions of this Annex 1 apply to cover those products and/or services.
- 1.3. The Contractor shall comply with Departmental Security Standards for Contractors which include but are not constrained to the following clauses.
- 1.4. Where the Contractor will provide ICT products or services or otherwise handle information at OFFICIAL on behalf of SMC, the requirements under Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification - [Action Note 09/14](#) 25 May 2016, or any subsequent updated document, are mandated; that “contractors supplying products or services to HMG shall have achieved, and retain certification at the appropriate level, under the HMG Cyber Essentials Scheme”. The certification scope must be relevant to the services supplied to, or on behalf of, SMC
- 1.5. The Contractor shall be able to demonstrate conformance to, and show evidence of such conformance to the ISO/IEC 27001 (Information Security Management Systems Requirements) standard, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).
- 1.6. The Contractor shall have achieved, and be able to maintain, independent certification to ISO/IEC 27001 (Information Security Management Systems Requirements). The ISO/IEC 27001 certification must have a scope relevant to the services supplied to, or on behalf of, SMC. The scope of certification and the statement of applicability must be acceptable, following review, to SMC, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).
- 1.7. Certification Requirements:
 - 1.7.1. The Supplier shall ensure, at all times during the Call-Off Contract Period, that it is certified as compliant with:
 - 1.7.2. ISO/IEC 27001:2013 by a UKAS approved certification body or are included within the scope of an existing certification of compliance with ISO/IEC 27001:2013; and
 - 1.7.3. Cyber Essentials PLUS, and shall provide the Buyer with a copy of each such certificate of compliance before the Supplier or the relevant Subcontractor (as applicable) shall be permitted to use the Core Information Management System to receive, store or Process any Government Data.
- 1.8. 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).
- 1.9. Departmental Data being handled in the course of providing an ICT solution or service must be segregated from all other data on the Contractor's or sub-contractor's own IT equipment to protect the Departmental Data and enable the data to be identified and securely deleted when required. In the event that it is not possible to segregate any Departmental Data then the Contractor and any sub-contractor shall be required to ensure that it is stored in such a way that it is possible to securely delete the data in line with Clause 1.15.
- 1.10. The Contractor shall have in place and maintain physical security, in line with those outlined in ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g. door access) to premises and sensitive areas
- 1.11. The Contractor shall have in place and maintain an access control policy and process for the logical access (e.g. identification and authentication) to ICT systems to ensure only authorised personnel have access to Departmental Data.
- 1.12. The Contractor shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Departmental Data, including but not limited to: physical security controls; good

industry standard policies and process; anti-virus and firewalls; security updates and up-to-date patching regimes for anti-virus solutions; operating systems, network devices, and application software, user access controls and the creation and retention of audit logs of system use.

- 1.13.** Any data in transit using either physical or electronic transfer methods across public space or cyberspace, including mail and couriers systems, or third party provider networks must be protected via encryption which has been certified to FIPS 140-2 standard or a similar method approved by the Department prior to being used for the transfer of any Departmental Data.
- 1.14.** Storage of Departmental Data on any portable devices or media shall be limited to the absolute minimum required to deliver the stated business requirement and shall be subject to Clause 1.13 and 1.14 below.
- 1.15.** Any portable removable media (including but not constrained to pen drives, flash drives, memory sticks, CDs, DVDs, or other devices) which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the contractor or (sub-)contractors providing the service, shall be both necessary to deliver the service and shall be encrypted using a product which has been certified to FIPS140-2 standard or another encryption standard that is acceptable to the Department.
- 1.16.** All portable ICT devices, including but not limited to laptops, tablets, smartphones or other devices, such as smart watches, which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the contractor or sub-contractors providing the service, and shall be necessary to deliver the service. These devices shall be full-disk encrypted using a product which has been certified to FIPS140-2 standard or another encryption standard that is acceptable to the Department.
- 1.17.** 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.
- 1.18.** 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.
- 1.19.** At the end of the contract or in the event of equipment failure or obsolescence, all Departmental information and data, in either hardcopy or electronic format, that is physically held or logically stored on the Contractor's ICT infrastructure must be securely sanitised or destroyed and accounted for in accordance with the current HMG policy using a NCSC approved product or method. Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as a Storage Area Network (SAN) or shared backup tapes, then the Contractor or sub-contractor shall protect the Department's information and data until the time, which may be long after the end of the contract, when it can be securely cleansed or destroyed.
- 1.20.** Access by Contractor or sub-contractor staff to Departmental Data shall be confined to those individuals who have a "need-to-know" in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Department. All Contractor or sub-contractor staff must complete this process before access to Departmental Data is permitted.
- 1.21.** All Contractor or sub-contractor employees who handle Departmental Data must have annual awareness training in protecting information.
- 1.22.** The Contractor shall, as a minimum, have in place robust Business Continuity arrangements and processes including IT disaster recovery plans and procedures that conform, where it applies to the Contractor, 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. The Contractor, if requested by the Commission, will provide evidence of the effectiveness of their 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.

- 1.23. Any suspected or actual breach of the confidentiality, integrity or availability of Departmental Data being handled in the course of providing this service, or any non-compliance with these Departmental Security Standards for Contractors, or other Security Standards pertaining to the solution, shall be investigated immediately and escalated to the Department by a method agreed by both parties.
- 1.24. The Contractor shall ensure that any IT systems and hosting environments that are used to handle, store or process Departmental Data shall be subject to independent IT Health Checks (ITHC) using a NCSC approved ITHC provider before go-live and periodically (at least annually) thereafter. The findings of the ITHC relevant to the service being provided are to be shared with the Department and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required.
- 1.25. The Contractor or sub-contractors providing the service will provide the Department with full details of any storage of Departmental Data outside of the UK or any future intention to host Departmental Data outside the UK or to perform any form of ICT management, support or development function from outside the UK. The Contractor or sub-contractor will not go ahead with any such proposal without the prior written agreement from the Department.
- 1.26. 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.
- 1.27. 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.
- 1.28. The Contractor and sub-contractors shall undergo appropriate security assurance activities as determined by the Cabinet Office. This will include obtaining any necessary professional security resources required to support the Contractor's and sub-contractor's security assurance activities such as: a NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Professional (CCP) Security and Information Risk Advisor (SIRA).
- 1.29. The Contractor may be required to complete a Security Management Plan (SMP).

Table 1: The structure of the measurement framework.

Drivers of change	Annual indicators of socio-economic inequalities in intermediate outcomes	5-yearly measures of intersectionality between socio-economic background (SEB) and protected characteristics	10-yearly measures of mobility outcomes
D1 – Inequality between families and conditions of childhood (1) –Economic inequality between families with school-age children (2) –Childhood poverty (3) –Cultural inequality between families with school-age children	Int1 – Education during the years of compulsory schooling (5 to 16 years old) (1) –‘School readiness’ (early years foundation stage profile (EYFSP), (2) –Attainment at key stage 2 (3) –Attainment at key stage 4 (4) –Skills at key stage 4	Highest educational qualification by SEB and: –Gender (1) –Ethnicity (2) –Disability (3) –Religion (4) –Sexual orientation (5) –Place (eg, England, Wales, Scotland, Northern Ireland)	MO1 – Intergenerational occupational mobility –Absolute rates –Relative rates
D2 – Educational opportunities and quality of schooling	Int2 – Transition years (16 to 24 years old)	Participation (e.g., not in full-time education, employment or training (NEET), full-	MO2 – Intergenerational educational mobility

<p>(1) –Opportunities for post-16 further education and training</p> <p>(2) –Availability of high-quality school education</p> <p>(3) –Opportunities for access to higher education</p> <p>(4) –Availability of high-quality higher education</p>	<p>(1) –Destinations following the end of compulsory full-time schooling</p> <p>(2) –Entry to higher education</p> <p>(3) –Highest qualification achieved</p> <p>(4) –Skills in early adulthood</p>	<p>time education) in the transition years by SEB and:</p> <p>(1) –Gender</p> <p>(2) –Ethnicity</p> <p>(3) –Disability</p> <p>(4) –Religion</p> <p>(5) –Sexual orientation</p> <p>(6) –Place (e.g., England, Wales, Scotland, Northern Ireland)</p>	<p>–Absolute rates</p> <p>–Relative rates</p>
<p>D3 – Work opportunities for young people</p> <p>(1) –Vacancy rates</p> <p>(2) –Youth unemployment</p> <p>(3) –Type of employment taken by young people</p> <p>(4) –Median earnings of young people</p> <p>(5) –Returns to education for young people</p>	<p>Int3 – Labour market experiences in young adulthood (25 to 29 years old)</p> <p>(1) –Economic activity</p> <p>(2) – Unemployment</p> <p>(3) – Occupational level</p> <p>(4) –Earnings</p>	<p>Occupational level in early adulthood by SEB and:</p> <p>(1) –Gender</p> <p>(2) –Ethnicity</p> <p>(3) –Disability</p> <p>(4) –Religion</p> <p>(5) –Sexual orientation</p> <p>(6) –Marriage and civil partnership</p> <p>(7) –Pregnancy and maternity</p> <p>(8) –Place (e.g., England, Wales, Scotland, Northern Ireland)</p>	<p>MO3 – Intergenerational housing mobility</p> <p>–Absolute rates</p> <p>–Relative rates</p>

		(9)	
--	--	-----	--

D4 – Social capital and connections (1) –Civic engagement (2) –Environment conducive to entrepreneurship	Int4 – Career progression until occupational maturity (35 to 44 years old) (1) –Acquisition of further training and qualifications (2) – Occupational progression (3) –Income progression (4) –The class pay gap	The class pay gap at occupational maturity by SEB and: (1) –Gender (2) –Ethnicity (3) –Disability (4) –Religion (5) –Sexual orientation (6) –Marriage and civil partnership (7) –Pregnancy and maternity (8) –Place (e.g., England, Wales, Scotland, Northern Ireland)	MO4 – Intergenerational income mobility –Absolute rates –Relative rates
			MO5 – Intergenerational wealth mobility –Relative rates

Table 2: Measures of drivers and barriers to progress – reported annually.

D – Inequality between families and conditions of childhood			
Indicator	Description	Data source	Coverage
D1.1 – Economic inequality between families with school-	Inequality of earnings (eg gap in earnings between 10th and 90th	Annual Survey of Hours and Earnings (ASHE), available from 1997	UK, England, Wales, Scotland and Northern Ireland, and local

age children	percentiles)	onwards	
--------------	--------------	---------	--

			authorities in England, Wales and Scotland
D1.2 – Childhood poverty	Proportion of children living in relative poverty (after housing costs)	Households with below average income (HBAI) statistics (HBAI table 4_16ts), available from 1994/5 (three-year moving averages)	UK, England, Wales, Scotland and Northern Ireland, English regions. Similar statistics based on the ‘Children in low-income families’ dataset are available for local authorities in England ¹
D1.3 – Cultural inequality between families with school-age children	Inequality in parental education (highest parental level of education)	UKHLS, available from 2009 onwards	UK, England, Wales, Scotland and Northern Ireland, and English regions

D2 – Educational opportunities and quality of schooling

Indicator	Description	Data source	Coverage
D2.1 – Opportunities for post-16 further education and training	Proxy measure of the participation rate in 16-18-year-old education and training	DfE statistics for England, available from 2010 (See Explore Education Statistics). Similar statistics available from the	DfE published statistics cover only students from state-funded mainstream schools and do not give local authority breakdowns

¹ Note that the local authority data does not come directly from the HBAI statistics (which do not provide LA breakdowns) but are based on a complementary dataset on ‘children in low-income families’. See: Department for Work and Pensions, [Children in low-income families: local area statistics 2014 to 2020](#), 2021. However, the latter data source shows relative poverty rates before housing costs. The Centre for Research in Social Policy at Loughborough University have adjusted the results to take into account local housing costs, and this is what we have relied on. See Hirsch, D., and Stone, J., [Local indicators of child poverty after housing costs, 2019/20](#), 2021.

		devolved administrations	
D2.2 – Availability of high-quality school education	School ‘value added’ measure of 16-18-year-old performance	DfE statistics for England available from 2012/13 ²	Schools in England. Also available for Wales Ofsted quality ratings of primary and secondary schools are also available for English schools
D2.3 – Opportunities for access to higher education	Proxy measure of the participation rate (number of first-degree entrants) relative to the number of 18 year olds.	Higher Education Statistics Agency (HESA), from 2014/5 onwards, and DfE statistics for England from 2006 ³	UK, available for each higher education provider, and therefore can be aggregated to the country or area of the provider. A complicating factor is that high tariff

² GOV.UK, [Find and compare schools in England](#), 2021.

³ Department for Education, [Participation rates in higher education: 2006 to 2018](#), 2021.

			universities tend to draw students from a wider geographical area and so are less relevant to a regional or local authority measure
D2.4 – Availability of high-quality higher education	Drop-out (non-continuation following year of entry) relative to benchmark	HESA, from 2014/5 onwards	UK, available for each higher education provider, and therefore can be aggregated to the country or area of the provider
D3 – Work opportunities for young people			
Indicator	Description	Data source	Coverage
D3.1 – Vacancy rate at entry level	Vacancies relative to working-age population	Office for National Statistics (ONS) Vacancy Survey (a survey of employers), available monthly from June 2001	UK only. (Note that vacancies at ‘entry level’ cannot be distinguished)
D3.2 – Youth unemployment	Unemployment rate among economically-active young people (25 to 29 years old)	Labour Force Survey (LFS), available from 1983	UK, England, Wales, Scotland and Northern Ireland, and English regions. Claimant counts (all ages) are also available for local authorities in England, Wales, Scotland and Northern Ireland

D3.3 – Type of employment taken by young people	Occupational level (National Statistics Socio-economic Classification (NS-SEC) of young people in work (25 to 29 years old)	LFS, available from 1983	UK, England, Wales, Scotland and Northern Ireland, and English regions
D3.4 – Median earnings of young people	Median earnings of young people (22 to 29 years old)	ASHE, available from 1983	Available both for UK, for individual countries and local authorities in England, Wales and Scotland. Northern Ireland local authority statistics published separately
D4 social capital and connections			
Indicator	Description	Data source	Coverage
D4.1 – Civic engagement	Participation in voluntary organisations	British Household Panel Survey/UKHLS available from 1991, but	England and Wales

		relevant questions only asked intermittently Home Office Citizenship Survey and Community Life Survey from 2001 onwards	
D4.2 – Environment conducive to entrepreneurship	Business conditions subscale (human capital and digital infrastructure	Kleinwort Hambros entrepreneurs index. ⁴ Available annually from	Available at a local authority level across the UK

	– broadband speed)	2017	
--	--------------------	------	--

⁴ Kleinwort Hambros, [UK entrepreneurs index](#), 2021.

Table 3: The annual index – socio-economic disparities in intermediate outcomes.

Int1 – Education during the years of compulsory schooling (5 to 16 years old)				
Indicator	Description	Measure of social background	Data source	Coverage
Int1.1 – Level of development at age 5	% achieving a good level of development on the EYFSP at the end of the school year in which the child turns five years old	Binary measure based on receipt of free school meals (FSM) in England, Wales and Northern Ireland. Scottish Index of Multiple Deprivation (SIMD) – an area-based measure ⁵	Department for Education (DfE) early years statistics ⁶	Separate tables published by DfE, Scottish Government, Welsh Assembly and Northern Ireland for the respective countries
Int1.2 – Attainment at age 11	Percentage achieving expected standard in all of reading, writing and maths at end of KS2	Binary ‘positional’ measure of the disadvantage gap (based on receipt of FSM)	DfE (NPD) ⁷	Currently available only for England

⁵ FSM data appears to be collected in Scotland but analyses by FSM are not published.

⁶ Department for Education, [Early years foundation stage profile results: 2018 to 2019](#), 2020.

⁷ Department for Education, [National curriculum assessments: key stage 2, 2019 \(revised\)](#), 2019.

Int1.3 – Attainment at 16	Educational attainment at KS4 (GCSE) in maths and English	As above	As above ⁸	As above
Int1.4 – Skills at 15	Attainment on standardised Programme for international student assessment (PISA) tests	Continuous economic, social and cultural status scale developed by the Organisation for Economic Co-operation and Development (OECD)	Available every three years from 2006	England, Wales, Scotland and Northern Ireland and other OECD countries

⁸ GOV.UK, Explore education statistics, [Academic year 2019/20, key stage 4 performance](#), 2021.

Int2 – Transition years (16 to 24 years old)				
Indicator	Description	Measure of social background	Data source	Coverage
Int2.1 – Destinations following the end of compulsory full-time schooling	Percentages of young people who are in full-time education, apprenticeships, employment, or are NEET	Parental social class (5 classes)	LFS, available from 2014, but measures participation rather than destination	UK, England, Wales, Scotland, Northern Ireland, and English regions Administrative data using the FSM-based measure of social background are also available, and permit disaggregation to local authority level for England ⁹

⁹ GOV.UK, Explore education statistics, [16-18-destination measures](#), 2021.

Int2.2 – Entry to higher education	Percentage of young people undertaking full-time first-degree courses	Parental social class	Proxy measure of the percentage obtaining first degrees available in LFS, from 2014	UK, England, Wales, Scotland, Northern Ireland, and English regions Administrative data (longitudinal education outcomes linked dataset) using the FSM-based measure of social background are also available, and permit disaggregation to local authority level for England
Int2.3 – Highest qualification by age 25	Percentage of young people who have obtained a first degree, other qualifications above A level, A level (or equivalent), GCSE (or equivalent), less than GCSE	Parental social class	LFS, available from 2014	UK, England, Wales, Scotland, Northern Ireland, and English regions

Int2.4 – Skills in early adulthood	Standardised tests of adults' proficiency in literacy, numeracy and adaptive problem-solving	Parental education	Programme for the international assessment of adult competencies (PIAAC), available in 2012 and in 2022	England only in 2022
Int3 – Labour market experiences in young adulthood (25 to 29 years old)				
Indicator	Description	Measure of social background	Data source	Coverage
Int3.1 – Economic activity	Percentage of young people economically active (that is, who are in work or available for and looking for work)	Parental social class	LFS, available from 2014	UK, England, Wales, Scotland, Northern Ireland, and English regions
Int3.2 – Unemployment	Percentage of the economically active who are unemployed	Parental social class	LFS, available from 2014	UK, England, Wales, Scotland, Northern Ireland, and English regions
Int3.3 – Occupational level	Occupational class position	Parental social class	LFS, available from 2014	UK, England, Wales, Scotland, Northern Ireland, and English regions

Int3.4 – Earnings	Median earnings of those in work	Parental social class	LFS, available from 2014	UK, England, Wales, Scotland, Northern Ireland, and English regions
Int3.5 – Returns to education	Log earnings controlling for level of education and SEB (plus confounding factors)	Parental social class	LFS, available from 2014	UK, England, Wales, Scotland, Northern Ireland
Int4 – Career progression until occupational maturity (35 to 44 years old)				
Indicator	Description	Measure of social background	Data source	Coverage
Int4.1 – Acquisition of further training and qualifications	Percentage of young people (aged 25 to 29) who have acquired further training or apprenticeship since age 19	Parental social class	UKHLS, available annually from 2009 (but note overlapping membership of the age group if reporting annually)	UK, England, Wales, Scotland, Northern Ireland, and English regions
Int4.2 – Occupational progression	Career progression between early 20s and early 30s	Parental social class	UKHLS, available annually from 2009 (but note overlapping membership of the age group if reporting	UK, England, Wales, Scotland, Northern Ireland, and English regions

			annually)	
--	--	--	-----------	--

Int4.3 – Income progression		Parental social class	UKHLS, available annually from 2009 (but note overlapping membership of the age group if reporting annually)	UK, England, Wales, Scotland, Northern Ireland, and English regions
Int4.4 – Class pay gap	Median earnings among respondents who currently have positions in a given class	Parental social class	LFS, available annually from 2014	UK, England, Wales, Scotland, Northern Ireland, and English regions

Table 4: Intersectional analysis by protected characteristics, with the data sources recommended for the intermediate outcomes (pooled 5-year data).

Data source	Available characteristics
DfE education statistics	Age, sex, ethnicity, disability, looked after children
OECD PISA	Age, sex, whether born abroad (and country of birth)
OECD PIAAC	Age, sex, whether born abroad (and country of birth)
LFS	Age, sex, ethnicity, religion/belief, marriage and civil partnership, pregnancy and maternity, disability, sexual orientation but not gender reassignment
UKHLS	Age, sex, ethnicity, religion/belief, marriage and civil partnership, pregnancy and maternity, disability, sexual orientation but not gender reassignment

Table 5: Mobility outcomes for the 10-yearly index.

MO1 – Intergenerational educational mobility					
Concept	Outcome measure	Social background measure	Data sources	Coverage	Statistics for measuring a) absolute, b) relative mobility
Overtime trends in absolute and relative mobility within the UK	Highest qualification achieved, International Standard Classification of Education (ISCED)	Highest parental qualification (ISCED)	BHPS/UKHLS, available from 1991 to 2018 (and ongoing). Also the birth cohort panel studies	GB until 2000 and UK subsequently. Can be disaggregated to country and English regions	a) percentages with lower and higher education than parents b) Odds ratios, loglinear models and unidiff parameter estimates
Cross-national comparisons of absolute and relative mobility with other developed societies	Highest qualification achieved (ISCED)	Highest parental qualification (ISCED)	OECD PIAAC, 2012 and 2022	OECD countries (covering England and Northern Ireland in 2012 and England in 2022)	As above
MO2 – Occupational class mobility					

Concept	Outcome measure	Social background measure	Data sources	Coverage	Statistics
Overtime trends in absolute and relative mobility within the UK	Occupational class (NS-SEC)	Parental (main earner's) occupational class (NS-SEC)	LFS from 2014 onwards. Comparable earlier surveys such as the General Household Survey are also available	Can be disaggregated to countries within the UK and regions within England	a) percentages with lower and higher occupational class than parents b) Odds ratios, loglinear models and unidiff parameter estimates
Overtime trends in absolute and relative mobility within the UK	Occupational class (NS-SEC)	Parental occupational class (NS-SEC) from matched previous census	LS (linked 10-yearly censuses)	Can be disaggregated to lower geographical areas such as NUTS2	As above
Overtime trends in absolute and relative mobility for the UK	Occupational class (NS-SEC)	Parents' occupational class (NS-SEC)	Birth cohort studies such as the 1958, 1970 studies and eventually the Millennium Cohort Study		As above

Cross-national differences in absolute and relative mobility between European countries	Occupational class (ESec – a European measure similar to NS-SEC)	Parents' occupational class, (ESeC)	ESS, biennial datasets (available for the UK from 2002 onwards)	A selection of European countries including the UK. Sample sizes not sufficient to allow disaggregation to lower geographical levels	As above
MO3 – Housing mobility					
Concept	Outcome measure	Social background measure	Data sources	Coverage	Statistics
Overtime trends in absolute and relative mobility within the UK	Housing tenure (owner-occupier/ renter)	Parental housing tenure (owner-occupier/renter)	Wealth and assets survey (available from 2006)	GB, England, Wales, Scotland and English regions	a) percentages with different housing tenures than parents b) Odds ratios, loglinear models

Overtime trends in absolute and relative mobility within the UK	Housing tenure	Parental housing tenure (owner-occupier/renter)	LS (linked 10-yearly censuses)	Can be disaggregated to lower geographical areas such as NUTS2	As above
--	----------------	---	--------------------------------	--	----------

MO4 – Income mobility					
Concept	Outcome measure	Social background measure	Data sources	Coverage	Statistics
Trends over time in relative income mobility	Percentile position within the earnings distribution [1]	Parental percentile position within the income distribution	1958, 1970, 1990 and millennium birth cohort studies, UKLHS	UK. Sample sizes in the birth cohorts are too small to allow disaggregation to lower geographical levels	Rank-rank correlation (plus intergenerational elasticity)

Trends over time in relative income mobility	Percentile position within the earnings distribution	Proxy for parental income based on child's receipt of FSM and deprivation of the residential area	LEO, primarily those educated in state-funded schools, not available for earlier years	England only, but can be disaggregated to local areas	As above
---	--	---	--	---	----------

Trends over time in absolute rates of income mobility	Real household income	Real parental household income (adjusted for inflation)	FES and FRS in combination with panel study [2]	UK	Proportion of children whose income exceeds their parents
MO5 – Wealth mobility					
Concept	Outcome measure	Social background measure	Data sources	Coverage	Statistics
Trends over time in relative wealth mobility	Percentile position within the wealth distribution	Percentile position of imputed parental wealth within the wealth distribution	Biennial wealth and assets survey, available from 2006 onwards [3]	GB only	Rank-rank correlation