



Department for Education

CONTRACT FOR IEA TRENDS IN INTERNATIONAL MATHEMATICS AND SCIENCE STUDY (TIMSS) 2023, NATIONAL STUDY CENTRE FOR ENGLAND PROJECT REFERENCE NO: DFERPPU/20-21/005

This Contract is dated **6th August 2021.**

Parties

- 1) The Secretary of State for Education whose Head Office is at Sanctuary Buildings, Great Smith Street, LONDON, SW1P 3BT ("the Department"); and
- 2) **Pearson Education Limited** whose registered office is 80 Strand, London, WC2R 0RL ("the Contractor").

Recitals

The Contractor has agreed to undertake the Project on the terms and conditions set out in this Contract. The Department's reference number for this Contract is DFERPPU/20-21/005

Commencement and Continuation

The Contractor shall commence the Project on the date the Contract was signed by the Department (as above) and, subject to Schedule Three, Clause 10.1 shall complete the Project on or before **19th December 2025.**

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Interpretation

1.1 In this Contract the following words shall mean:-

"the Project"	the project to be performed by the Contractor as described in Schedule One;
"the Project Manager"	[REDACTED] Sanctuary Buildings, Great Smith Street, London, SW1P 3BT, [REDACTED] [REDACTED]
"the Contractor's Project Manager"	[REDACTED] 80 Strand, London, WC2R 0RL, [REDACTED]
"the Act and the Regulations"	means the Copyright Designs and Patents Act 1988 and the Copyright and Rights in Databases Regulations 1997;
"Affiliate"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
"BPSS" "Baseline Personnel Security Standard"	a level of security clearance described as pre-employment checks in the National Vetting Policy. Further Information can be found at: https://www.gov.uk/government/publications/government-baseline-personnel-security-standard ;
"CC" "Common Criteria"	the Common Criteria scheme provides assurance that a developer's claims about the security features of their product are valid and have been independently tested against recognised criteria;
"CCP" "Certified Professional"	is a NCSC scheme in consultation with government, industry and academia to address growing need for specialists in the cyber security profession and building a community of recognised professionals in both the UK public and private sectors. See website: https://www.ncsc.gov.uk/scheme/certified-professional ;
"CCSC" "Certified Cyber Security Consultancy"	is NCSC's approach to assessing the services provided by consultancies and confirming that they meet NCSC's standards. This approach builds on the strength of CLAS and certifies the competence of suppliers to deliver a wide and complex range of cyber security consultancy services to both the public and private sectors. See website: https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy ;
"Commercially Sensitive Information"	information of a commercially sensitive nature relating to the Contractor, its IPR or its business or which the Contractor has indicated to the Department that, if disclosed by the Department, would cause the Contractor significant commercial disadvantage or

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

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

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

<https://www.gov.uk/government/publications/government-security-classifications>;

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

	<p>to be afforded to information by HMG, for all routine public sector business, operations and services.</p> <p>the 'OFFICIAL-SENSITIVE' caveat is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen or published in the media, as described in the Government Security Classification Policy;</p>
"Original Copyright Work"	means the first Copyright Work created in whatever form;
"Personal Data"	take the meaning given in the GDPR;
"Personal Data Breach"	take the meaning given in the GDPR;
"Processor"	take the meaning given in the GDPR;
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
"Regulatory Bodies"	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Department and "Regulatory Body" shall be construed accordingly;
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"Secure Sanitisation"	<p>Secure sanitisation is the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level. Some forms of sanitisation will allow you to re-use the media unuseable. Secure sanitisation was previously covered by "Information Assurance Standard No.5 – Secure Sanitisation" ("IS5") issued by the former CESG. Guidance can be found at:</p> <p>https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media;</p> <p>The disposal of physical documents and hardcopy materials advice can be found at:</p> <p>https://www.cpni.gov.uk/secure-destruction;</p>
"Security and Information Risk Advisor"	the Security and Information Risk Advisor (SIRA) is a role defined under the NCSC Certified Professional (CCP) Scheme. See also:
"CCP SIRA"	

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

Schedule One - Project objectives and deliverables

1. Background

England participates in international comparison studies, such as TIMSS, to benchmark our education policy and performance against other countries, review the strengths and weaknesses of our education system in an international context, and monitor trends over time according to independent measures. The information collected is a vital part of the evidence base in England, allowing us to hold ourselves accountable for providing our young people with a world-class education system, and enabling us to learn from the policies and practices in other countries.

TIMSS is organised by the International Association for the Evaluation of Educational Achievement (IEA) and takes place every four years. The study provides participating countries with internationally comparable data on the performance and attitudes of 9 to 10 (year 5) and 13 to 14 year olds (year 9) in mathematics and science, and also collects important background data that can be used to improve teaching and learning, such as information about the curriculum and curriculum implementation, instructional practices, and school resources. TIMSS 2023 will be the eighth cycle of TIMSS; it is expected that pupils representing over 60 countries and economies will take part in TIMSS in 2023. In England, the study will be delivered electronically (eTIMSS) to around 170 primary and 170 secondary schools and engage approximately 10,000 pupils.

Management and governance

The Department for Education (DfE) funds England's participation in TIMSS. The study is delivered through a National Research Coordinator (NRC) and National Study Centre (NSC) appointed by the Department. A Project Board convened and chaired by the Department oversees the study nationally and provides strategic direction, sign-off of project deliverables and facilitates input, steers and decision making by Ministers and officials leading relevant policy and analytical work across the department.

The work of IEA is directed by the General Assembly of members (which meet annually) and committees of members set-up for the purpose. IEA partners with Boston College and their appointed contractors to form the International Study Centre (ISC). The responsibilities of the ISC are steered by the General Assembly and input from National Study Centres and include:

- development of assessment framework and test items;
- drawing school sample (using data provided by NSCs);
- collating data (cleaned and marked by NSCs) for analysis and production of international reports;
- providing participating countries with data for production of national reports;
- compiling and publishing the TIMSS encyclopaedia from chapters and instruments completed by the NSCs;
- publishing results and disseminating key findings at the international level.

TIMSS 2023 study design

TIMSS is designed to measure trends. To generate robust comparisons of pupil achievement and contextual information across participating countries and over time, much of the TIMSS study design (e.g. sampling parameters and a number of questions included within the study instruments) remains the same as in previous cycles of TIMSS. In the 2019 cycle, England transitioned to electronic delivery (eTIMSS). In 2023, England will again administer the TIMSS study electronically (eTIMSS) to both year 5 and year 9 pupils in mathematics and science. A bridging study will not need to be completed in 2023, as this was carried out in 2019.

The TIMSS study is made up of six stages:

- preparing the school sample, contacting schools, and sampling classes for the field test and then for the assessment administration;
- preparing the field test instruments and then the assessment instruments for the data collection;
- administering the field test and then the assessment;
- scoring student responses to the constructed-response items for the field test and then again for the main data collection;
- creating the data files and reviewing the data for the field test and then again for the main data collection;
- data analysis, preparing and producing national reports and dissemination of findings.

The TIMSS study is comprised of a number of components that participating countries and regions undertake. Each TIMSS cycle will feature some updates to options, questionnaires and assessments to keep the study relevant. In 2023, England will participate in the following components:

- a) Electronic pupil assessment of maths and science (approximately 80 minutes) - each pupil is required to complete a subset of the IEA's wide ranging bank of maths and science questions, including problem solving and inquiry (PSI) tasks. Questions are a combination of multiple-choice items and constructed response items. The test can be broken into two parts with a short (15 minute) break for pupils mid-way through, and another short break at the end of the test before completing the pupil background questionnaire;
- b) TIMSS encyclopaedia chapter – completed by the NSC to provide information about the policy context and curriculum coverage in England;
- c) A curriculum matching exercise mapping each of the TIMSS assessment items to the National Curriculum in England to identify which of the topics assessed pupils have and have not been taught at school by the time they take the TIMSS test;

d) Background questionnaires - to gather information on the contextual (pupil, school and national policy) factors that are associated with students' learning. These include:

- a pupil questionnaire asking about aspects of: their home and school lives, including basic demographic information; their home environment; their experiences of school including their maths and science lessons, and their attitudes towards maths and science
- a teacher questionnaire gathering information on teacher characteristics as well as the classroom contexts for teaching and learning. The questionnaire also asks teachers about their backgrounds, their views on collaboration, job satisfaction, education and training and professional development
- a school questionnaire completed by the headteacher or other member of the school leadership team that asks for information about the characteristics of the school, including; technology, parental involvement, school climate for learning, teaching staff, role of the headteacher and pupils' readiness for school.

2. Aims and objectives

The Contractor will provide the role of TIMSS National Research Coordinator (NRC) and National Study Centre (NSC) and will deliver the TIMSS 2023 study in England to the specification and requirements of the Department and the IEA and its partners and contractors who together form the International Study Centre (ISC).

The Contractor shall deliver the following high level objectives and activities as reasonably requested by the ISC and the Department:

- complete the deliverables and tasks identified in this Contract to at least the standards described in the key performance indicators and agreed by both parties;
- provide the role of NSC and NRC for England to the standard and specification required by the IEA and their international contractors;
- prepare study instruments and administer eTIMSS 2023 (field trial and main study) ensuring IEA specifications and strict operational and response rate requirements are met, and the approach is aligned to the interests of the Department.
- undertake the sampling, data collection, coding and data cleansing requirements for the study in England, and additional national data analysis as requested by the Department throughout the duration of the contract.
- develop and deliver an appropriate communication and dissemination plan, which ensures the key findings are shared and understood by stakeholders within the national context of education policy and performance. As a minimum, this shall include the publication of a national research report to coincide with the publication of international

results – likely November/December 2024 – and such products as agreed in an analysis and dissemination plan.

3. Schedule of work

The project deliverables (tasks) and key performance indicators presented in Table 1 and Table 2 below specify the deliverables the contractor shall complete, the identification of outputs, quality measures and the proposed delivery date(s) of each. The timeline and exact requirements of the project deliverables are subject to change with IEA requirements and specifications taking precedence. Where such change results in material change to scope or resource of the project then this will be discussed and only if necessary will it be dealt with via the change control mechanism within the contract.

Table 1 – Project deliverables

1. Effective project management and reporting	Products & outputs	Timing	Quality measures & sign off
a) The Contractor shall develop and agree a project initiation document (PID) and supporting project documentation with the Project Board.	<p><u>Project initiation document (PID)</u> including, but not limited to, the following supporting documents:</p> <ul style="list-style-type: none"> • project plan • capital assets inventory • resourcing plan • quality strategy • risk approach • risk and issues log • decisions and lessons learned log • project closure strategy • data protection document 	<p>Initial approved version of PID and supporting documents within 3 months of contract start date.</p> <p>PID and supporting documents reviewed at least quarterly.</p>	<p>PID and supporting documents reviewed and agreed by the Project Board.</p> <p>PID and supporting documentation kept up to date.</p>
b) The Department shall chair monthly Project Board meetings, at which the Contractor shall provide comprehensive monthly reports on progress, risks, issues and forthcoming activities. The Contractor shall develop and maintain appropriate and up-to-date documentation and papers and provide secretariat for these meetings.	<p><u>Monthly agenda</u></p> <p><u>Monthly highlight reports</u> setting out the project status, recent and upcoming activities, risks, issues and decisions required.</p> <p><u>Supporting papers</u> for any decisions required</p>	<p>August 2021 (meeting documentation agreed)</p> <p>Project Board meetings to be held on 3rd Wednesday of each month</p>	<p>Meeting paperwork (highlight report, agenda, supporting papers) provided at least 72 hours before each meeting.</p> <p>Minutes and action points circulated within 48 hours of the meeting.</p> <p>Supporting papers contain detail required (including recommendations) to enable decision making at Project Board.</p>
c) The Contractor shall develop and maintain effective working relationships with stakeholders and ensure communications remain professional	<p><u>Regular communication, discussion and negotiation with stakeholders</u> including, but not limited to, the IEA</p>	<p>As required throughout the project</p>	<p>Good relationships established with stakeholders and all communications positive and professional.</p>

1. Effective project management and reporting	Products & outputs	Timing	Quality measures & sign off
throughout the project life cycle.	and ISC, other NSCs, schools, the Department, research organisations, unions and professional bodies.		Appropriate actions taken as required and deadlines met.
d) The Contractor shall be responsible for the identification and management of risks and issues and shall agree and develop appropriate escalation processes with the Project Board.	<p><u>Project risk and issues log</u> produced and maintained by the Contractor</p> <p><u>Highlight reports</u> containing current, potential and recently closed risks and issues.</p>	<p>Ongoing assessment and escalation of risks and issues throughout the project.</p> <p>Risk and issues reporting at monthly meetings.</p>	<p>Risks and issues raised with Project Board in line with agreed escalation processes.</p> <p>Risk and issues log kept up to date.</p> <p>Agreed risk and issues mitigation put into place.</p>
e) The Contractor shall attend the National Research Coordinator meetings and appropriate training events arranged by the IEA/ISC throughout the duration of the project, and influence decision making at meetings through actively promoting the Department's requirements.	<p><u>NRC attendance at international meetings</u> some of which may involve long haul travel</p> <p>Follow-up meeting note for Project Board</p>	<p>As timetabled by the IEA/ISC</p>	<p>Attendance at all meetings and the Department's requirements promoted as required/ appropriate.</p> <p>Written meeting note provided within 10 days of each meeting outlining key information actions and decisions discussed at/arising from the meeting.</p>
f) The Contractor shall develop an effective project closure strategy, to include a closure report for the Project Board and input to international project review and reporting, as required.	<p><u>Project closure strategy</u></p> <p><u>Project closure report</u> to include, but not be limited to:</p> <ul style="list-style-type: none"> • review of deliverables completed • benefits realised • asset register • lessons learned • data transfer and destruction 	<p>Project closure strategy developed as part of PID (within 3 months of contract start date)</p> <p>Project closure report provided at least 1 month prior to contract end date, or in the event of early termination, in line with the closure strategy.</p>	<p>Strategy agreed by Project Board</p> <p>Report accepted by Project Board</p>

1. Effective project management and reporting	Products & outputs	Timing	Quality measures & sign off
g) The Contractor and their subcontractor, UCL IOE, shall complete the Department's research ethics checklist detailing their approach to fieldwork and data collection.	<u>Approved Department ethics checklist</u>	Before field trial recruitment commences in September 2021.	The Contractor, UCL IOE and the Project Board agree ethical approach. Department ethics checklist approved.

2. Adaptation and quality assurance of study instruments and guidance	Products & outputs	Timing	Quality measures & sign off
a) The Contractor shall propose, and support through to approval, cultural adaptations to study materials and guidance documents.	Adapted material including, but not limited to: <ul style="list-style-type: none"> • <u>assessment items</u> • <u>questionnaires</u> • <u>school level materials</u> • <u>training materials</u> • <u>items in the computer delivery platform</u> 	As required by the IEA/ISC	Adaptations ensure that the language and approach is familiar to pupils and relevant to the education system in England. Adaptations approved by the IEA/ISC and the Project Board.
b) The Contractor shall propose and agree with the Project Board and the IEA/ISC a set of supplementary national option questions to be added to the background questionnaires.	<u>National Option Questions</u> document detailing proposed additional national questions and including options, rationale and recommendations.	As required by the IEA/ISC	National option questions address priority evidence gaps and/or allow supplementary analysis, building on previous national options if relevant. National option questions approved by Project Board and the IEA/ISC.
c) The Contractor shall advise the Project Board of any opportunities to contribute to the development and direction of TIMSS 2023 and/or future cycles including, but not limited to, timely sight of the agenda for forthcoming international meetings etc.	<u>Information and recommendations</u> on opportunities as/iff they arise.	Throughout the duration of the contract	Opportunities reported to the Project Board in sufficient time, and supported by relevant documents, to allow for constructive input/ participation.

3. Sampling	Products & outputs	Timing	Quality measures & sign off
<p>a) The Contractor shall develop, agree with the Project Board, and implement a sampling strategy. This shall include working with the ISC to design the sampling procedures for field trial and main study e.g. stratification variables, sampling frames and exclusions criteria.</p> <p>The Contractor shall document the sampling process and its outcomes and share with the Project Board (and IEA/ISC as required).</p>	<p><u>Sampling frame to include:</u></p> <ul style="list-style-type: none"> • confirmation of stratification variables • sampling frames • justification for exclusions <p><u>Sampling strategy document</u></p> <p><u>Sampling process document</u></p>	<p>By August 2021 (field trial)</p> <p>By June 2022 (main study)</p>	<p>Sampling frame agreed by the Project Board and then ISC</p> <p>Sampling strategy document approved by Project board at each stage (field trial/main study)</p> <p>Sampling process document provides sufficient detail and is approved by Project Board</p>
<p>b) The Contractor shall provide the ISC with the information required to draw the main (and two replacement) school samples for the field trial and main study using the most up to date and accurate school information.</p> <p>The Contractor shall support the Department and work with stakeholders as required to reduce the risk that schools are selected for multiple sample studies.</p>	<p><u>IEA sampling forms and data frames for England for field trial and main study</u></p> <p><u>Strategy to reduce schools being selected for multiple sample studies (study overlap) included in sampling strategy document</u></p>	<p>Submission of forms and data frames as required by the IEA/ISC</p>	<p>Sampling forms are signed off by the Project Board</p> <p>ISC confirm acceptance of sampling forms and are able to draw representative samples</p> <p>Project Board approve the Contractor's plans to reduce risk of study overlap</p>
<p>c) Using an approach agreed with individual schools (that is the least burdensome for the school), the Contractor shall obtain appropriate information for participating schools to enable them to draw the pupil sampling frame, and draw the class sample/s in each selected school.</p>	<p><u>Pupil lists gathered during school recruitment process</u></p> <p><u>Pupil sample drawn from participating schools</u></p>	<p>At least 2 months before field trial and main study delivery</p>	<p>Pupil sample completed for field trial and main study in accordance with agreed data handling approach</p> <p>No GDPR or data security breaches occur</p>

3. Sampling	Products & outputs	Timing	Quality measures & sign off
The Contractor shall ensure compliance with GDPR and data protection legislation at all stages of the process and in particular, shall ensure that neither the identities nor the data of individual schools and pupils shall be published.			

4. Recruitment of schools & pupils	Products & outputs	Timing	Quality measures & sign off
<p>a) The Contractor shall develop, agree with the Project Board, and implement a recruitment and retention strategy for managing school and pupil recruitment risks to ensure that school and pupil response rate targets are met and the burden on schools minimised for each of the field trial and main study. The Contractor shall review the strategy for the main study to reflect the findings of the field trial conduct report.</p>	<p>School recruitment and retention strategy document including, but not limited to:</p> <ul style="list-style-type: none"> recruitment timetable school recruitment approach risks, mitigation and contingencies communication plan stakeholder mapping communication materials 	<p>by August 2021 (field trial)</p> <p>by July 2022 (main study update)</p>	<p>Strategy document agreed by the Project Board and reviewed regularly, particularly following the field trial update</p> <p>Countermeasures and contingencies are implemented to minimise risks</p>
<p>b) The Contractor shall aim to recruit 100% of the drawn school sample with minimal use of first and second replacement samples, and 100% of sampled pupils. As a minimum, the Contractor shall ensure that both the school and pupil samples recruited meet the very strict conditions required by the IEA/ISC (including criteria on exclusions) to enable reporting of findings for England. In addition the Contractor must ensure that samples are sufficient to enable such analysis as may reasonably be required by the Department.</p>	<p><u>Evidence of achieved samples</u></p>	<p>Preliminary figures on achievement:</p> <p>June 2022 (field trial)</p> <p>July 2023 (main study)</p> <p>Confirmation of achieved sample:</p> <p>November 2022 (field trial)</p> <p>November 2023 (main study)</p>	<p>Achieved samples meet or exceed the international and national requirements for analysis and reporting</p> <p>Note: This deliverable is linked to payment dependent on outcome (see Schedule 2).</p>
<p>c) During the school engagement phase, the Contractor shall provide regular updates to the Project Board including reporting of recruitment against forecast, proposed mitigations and assessment of risk. The Contractor shall also provide a report on the final school and pupil recruitment position at the end of the field trial and main study delivery (see 6f below)</p>	<p><u>Monthly/weekly/daily updates (MI) on recruitment</u> (as required by the Department)</p> <p><u>Final delivery report (MI)</u></p>	<p>Updates:</p> <p>October 2021 to April 2022 (field trial)</p> <p>September 2020 to July 2023 (main study)</p>	<p>Updates accurate, timely and informative. MI document format agreed with Project Board prior to each school engagement phase.</p>

4. Recruitment of schools & pupils	Products & outputs	Timing	Quality measures & sign off
d) If required by the ISC, for example, if the response rates are not met, or depend on a high proportion of replacement sample schools, then the Contractor shall undertake any such non-response bias analysis of the achieved school and pupil sample as required by the Project Board or ISC. This shall be done under the guidance of, and to the timelines outlined by, the ISC, keeping the Project Board informed throughout.	<u>Non-response bias analysis</u> (if required)	To timescales required by IEA/ISC	Non-response bias analysis completed to a high standard and accepted by the international consortium
e) The Contractor shall meet the requirements of the Department with regard to data protection. Specifically, the Contractor shall agree, in advance of any survey activity taking place, the consent arrangements that shall apply for each of the participant groups. The approach should be compliant with the General Data Protection Regulation and Data Protection Act 2018 and the Contractor shall provide appropriate privacy notices to all sampled pupils.	<u>School and pupil recruitment and invitation materials</u> <u>Appropriate privacy notice/s</u> <u>Data protection document</u>	by August 2021 (field trial) by August 2022 (main study)	Invitation and consent/privacy notice materials agreed by Project Board Data protection document reflects approach to school and pupil recruitment and is kept up to date
f) The Contractor shall develop and maintain effective working relationships with schools and ensure communications remain professional throughout the project life cycle. They shall work with sampled schools to identify a nominated school coordinator and ensure that school and school coordinators are fully informed of their role. At all stages of the project, the Contractor shall aim to minimise the task of and burden on the school coordinator.	<u>School coordinator appointed</u> by sampled schools <u>School coordinator guidance</u> <u>Prepopulated forms for schools</u>	Throughout the duration of the contract	Good relationships established with schools and all communications positive and professional. Any communications from schools responded to within 2 working days. Schools have a clear understanding of their required actions at the outset and throughout the process and burden on participating schools is minimised e.g. by pre-populating forms with data available from other sources where possible.

4. Recruitment of schools & pupils	Products & outputs	Timing	Quality measures & sign off
4a) [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

5. Test administration quality assurance & resources	Products & outputs	Timing	Quality measures & sign off
a) The Contractor shall recruit, train and support sufficient number of staff to successfully administer the study. These roles include but are not limited to, school coordinators, test administrators, IT support, quality control managers, scorers and data entry staff. The specifics of these roles are provided by the ISC.	<u>Resourcing plan</u> Staff recruited and trained	Resourcing plan developed as part of PID (within 3 months of contract start date) and reviewed at least quarterly throughout the duration of the contract	Sufficient high-quality, trained staff in place to fulfil the requirements and timescales of the study Resourcing plan agreed by the Project Board
b) The Contractor shall train suitably qualified and experienced Test Administrators (TAs) and provide them with a manual supplied by the ISC, and adapted by the Contractor as required, detailing the procedures for administration of the tests.	<u>Training plan</u> TA manual, training materials and follow-up support TAs recruited and trained	Field trial – by February 2022 Main study – by February 2023	Training plan agreed by the Project Board Contractor confirms to the Project Board that a sufficient number of suitably trained and informed TAs are available for testing in each school on required dates in the field trial and main study periods
c) The Contractor shall attend such training as required by the international organiser before field trial and main study, as well as any additional training on the TIMSS database, and data processing arranged during the programme duration.	<u>Training attended</u>	As required by the IEA/ISC	Contractor attends ISC training Contractor provides short update on training attended to the Project Board at the monthly meeting following the training.
d) The Contractor shall nominate one National Quality Monitor (who cannot be one of the test administrators) for England and manage their attendance and observation of up to 10% of test days during the field trial and main study. National Quality Monitor visits cannot be to the same schools as those of the International Quality Monitor (appointed by the ISC) who shall also visit 10% of	<u>Quality monitors identified and nominated to IEA/ISC</u> <u>National Quality Monitor contracted</u> <u>School observation visits for IQMs and NQMs scheduled</u>	As required by the IEA/ISC	ISC accept the Contractor's quality monitor nominations Quality checks completed by NQMs and IQMs

5. Test administration quality assurance & resources	Products & outputs	Timing	Quality measures & sign off
schools. The Contractor shall coordinate with the ISC to facilitate this. In addition, the National Quality Monitor should observe other aspects of test preparation such as TA training.			
e) The Contractor shall be responsible for testing the national versions of the electronic delivery platform (eTIMSS Player) and hardware with the ISC, and ensuring the TIMSS 2023 test is capable of being delivered in participating schools, including the lease or purchase of hardware, if required.	<u>Delivery plan</u> <u>Tested, effective and efficient method of delivery in schools</u>	Delivery plan developed as part of PID (within 3 months of contract start date) and reviewed at least quarterly throughout the duration of the contract Delivery solution (eTIMSS software and hardware) is finalised at least 1 month before field trial and main study delivery	Delivery plan discussed with and agreed by the Project Board Contractor confirms to the Project Board that the TIMSS 2023 test is capable of being delivered in participating schools efficiently and effectively.

6. Field trial & main study delivery	Products & outputs	Timing	Quality measures & sign off
<p>a) The Contractor shall administer the TIMSS 2023 field trial to at least the minimum number of schools and pupils as required by and within the time period negotiated with the ISC and agreed by the Project Board.</p> <p>The Contractor shall use the field trial to identify suitable refinements (including value for money) for the main study.</p> <p>b) The Contractor shall provide the Project Board with a conduct report documenting the TIMSS 2023 field trial and a further report documenting the TIMSS 2023 main study in a format to be agreed with the Project Board.</p>	<p><u>Field trial completed</u></p> <p><u>Refinements for main study identified and captured in the field trial conduct report (see 6b below)</u></p> <p><u>Field trial dataset</u></p> <p><u>Separate conduct reports following the field trial and main study delivery to include, but not be limited to:</u></p> <ul style="list-style-type: none"> the approach used response rates achieved delivery successes lessons learnt any proposed adaptations to the main study (field trial conduct report) or future cycles of TIMSS <p><u>Field trial and main study schedule and timetable</u></p>	<p>Field trial provisional dates: 1st March 2022 to 15th April 2022 Data to be sent to IEA by 30th May 2022</p> <p>July 2022 – field trial conduct report December 2023 – main study conduct report</p> <p>Dates agreed by August 2021 (field trial) July 2022 (main study)</p>	<p>Field trial provides sufficient testing of operational procedures planned for the main study</p> <p>Field trial completed in required number of schools, with sufficient data collected for England as required by IEA/ISC</p> <p>Field trial data provided to IEA/ISC</p> <p>Project Board agrees format and structure of conduct reports</p> <p>Conduct reports reviewed and approved by Project Board</p> <p>Field trial report contains clear reasoning (including costs and possible options) to enable the Project Board to make informed decisions concerning the main study</p> <p>Project board approve schedule and timetable</p>
<p>c) The Contractor shall identify and agree with the Project Board the most time-efficient window for the FT and MS, ensuring time is set aside for repeat or rearranged test sessions and in accordance with the requirements set out by the ISC. The Contractor must identify the most appropriate timetable for delivery of the field trial and main study in a school's day, minimising the burden where possible.</p>			

6. Field trial & main study delivery	Products & outputs	Timing	Quality measures & sign off
d) The Contractor shall deliver the main study during a six-week period (including two weeks to be set aside for repeat test sessions) in accordance with the requirements set out by the ISC, including implementation of any revisions to the delivery model following field trial.	<u>Completion of the main study</u>	Main study provisional dates: February 2023 to 16 th June 2023 Data to be sent to IEA by 29 th September 2023	Delivery carried out to IEA/ISC requirements and within stated timescales
e) The Contractor shall ensure enough pupils, teachers, headteachers (or their nominated representative) and (where applicable) parents and carers complete the relevant assessments/questionnaires to meet the response requirements, including returning to the school for a subsequent test session if required.	<u>Completed assessments</u> <u>Completed background questionnaires</u>	Throughout the field trial and main study engagement and delivery phases	Achieved samples meet or exceed the international and national requirements for analysis and reporting
f) During the study delivery phase, the Contractor shall provide regular reports to the Project Board on the completion of assessments and background questionnaires against forecast, including a report on the final position at the end of the field trial and main study delivery.	<u>Monthly/weekly/daily updates (MI) on testing and background questionnaire completion (as required by the Department)</u> <u>Final delivery report (MI)</u>	Updates: March to April 2022 (field trial) February to July 2023 (main study)	Updates accurate, timely and informative. MI document format agreed with Project Board prior to study delivery phase. The reports clearly highlight any risks or issues and proposed mitigations.
g) The Contractor shall arrange the receipt of field trial and main study materials from the ISC, and delivery of all materials and equipment to the relevant test administrators and schools.	<u>Study materials</u> <u>Equipment (including hardware) required to carry out the study</u>	Throughout the duration of the contract as required	Materials downloaded and provided

7. Data handling, processing, marking, coding, matching & quality assurance	Products & outputs	Timing	Quality measures & sign off
<p>a) The Contractor shall ensure secure transfer and storage of all sensitive and confidential data and information between the Contractor, the Department, participating pupils and schools, the ISC and the joint data controllers (The Department and IEA). This includes meeting the Department's requirements for protecting school ICT infrastructure, and minimising risks associated with use of hardware devices to deliver content to pupils, and ensuring confidentiality of project information.</p>	<p><u>Data protection document</u> (see 7b below)</p> <p><u>Secure file transfer area/s set up.</u></p> <p><u>Confidentiality agreements</u></p>	<p>Throughout the duration of the contract</p>	<p>Demonstrable compliance with GDPR data protection clauses in the Terms and Conditions</p>
<p>b) The Contractor shall develop a data protection document for the project to include a Data Security Strategy and Data Handling Plan which fully align with GDPR and DfE and IEA data protection requirements.</p>	<p><u>Data protection document</u> including, but not limited to:</p> <ul style="list-style-type: none"> the project data security strategy data handling approach log of type and source of data collected diagram of data flows evidence of compliance with UK data protection legislation and IEA data protection requirements example privacy notices 	<p>Data protection document developed as part of PID (within 3 months of contract start date) and reviewed at least quarterly throughout the duration of the contract</p>	<p>Data protection document reviewed and agreed by the Project Board.</p> <p>Data protection document kept up to date.</p>
<p>c) The Contractor shall undertake such coding and data entry as required including, but not limited to, any background questionnaires completed on paper (within the specified period) to enable the ISC to prepare a national database following both the field trial and main study test window.</p>	<p><u>Coding and data entry completed</u></p> <p><u>National database for England</u></p>	<p>As required by the IEA/ISC</p>	<p>ISC approval of data</p>

d) The Contractor shall recruit and train a sufficient number of staff, with relevant and appropriate qualifications, to undertake data processing operations (marking, processing and coding of school and pupil responses) within the timeline set by the IEA/ISC.	<u>Coding and data entry staff recruited and trained</u>	As required by the IEA/ISC	Contractor confirms to the Project Board that a sufficient number of suitably trained and informed data entry and coding staff are available for coding & data entry on the required dates in the field trial and main study periods
e) The Contractor shall ensure the ISC receive England's TIMSS 2023 data in the correct format, and within the ISC's timelines. The Contractor shall be responsible for the TIMSS 2023 England dataset for the duration of the TIMSS 2023 contract and shall check queries relating to the data collected, either from the ISC or the Department and work with the ISC to quality assure and sign-off a final dataset for England.	<u>National database for England</u>	As required by the IEA/ISC	Data is thoroughly reviewed and accurately represented ISC approval of data
f) The Contractor shall provide the required information to facilitate the TIMSS 2023 database to be matched to the National Pupil Database and other administrative sources, and ensure TIMSS 2023 analysis can be triangulated with national measures and indicators, including matching of later attainment at GCSE or at a future point as required. The Contractor shall transfer such copies of England's TIMSS 2023 data that they hold (including data matched to the NPD if applicable) to the Department upon finalisation of the dataset by the ISC (or at a time agreed by the Project Board) in a format agreed by the Department.	<u>Matched data set/s for England including a Pupil Matching Reference</u>	By September 2024 (information to facilitate database matching) By June 2025 (transfer of data)	Department confirms receipt of the required information to facilitate creation of the matched dataset. Project Board sign off of final matched dataset.

8. Analysis, communication & dissemination	Products & outputs	Timing	Quality measures & sign off
<p>a) The Contractor shall set up and maintain a central point of information (such as a website) for TIMSS 2023 in England to be used for communication with different audiences as appropriate, including participating schools, and the dissemination of national reports.</p>	<p><u>TIMSS 2023 webpages</u></p>	<p>Initial website in place within 3 months of contract start date.</p> <p>Additional resources and information added regularly to the website throughout the duration of the contract.</p> <p>Website content and functionality reviewed at least quarterly.</p>	<p>Website content reviewed and agreed by the Project Board ahead of publication.</p> <p>Website is kept up to date and contains timely information and resources for a range of stakeholders on the TIMSS 2023 study and previous TIMSS studies to raise the profile of the importance and value of participating in TIMSS (particularly during the recruitment stage)</p> <p>Website is well set out and professional in appearance.</p> <p>Website complies with the Department's accessibility requirements</p>
<p>b) The Contractor shall undertake review and quality assurance of data tables, facts and figures relating to data from England to be used within published datasets and national and international reports. The Contractor shall be responsible for steering the development of the international publication materials, and checking the accuracy of the presentation of England's results.</p>	<p><u>Publicly published datasets and international reports</u></p>	<p>Throughout the duration of the contract to timescales as required by IEA/ISC</p>	<p>Accurate presentation of data; reviewed and agreed by the Project Board where required</p>
<p>c) In consultation with the Department, the Contractor shall prepare a TIMSS 2023 encyclopaedia chapter describing</p>	<p><u>Encyclopaedia chapter</u> <u>Curriculum questionnaire</u></p>	<p>February 2024 or to timescales as required by IEA/ISC</p>	<p>Encyclopaedia chapter accurately presents England's school system</p> <p>Encyclopaedia chapter, curriculum</p>

8. Analysis, communication & dissemination	Products & outputs	Timing	Quality measures & sign off
England's school system and complete the curriculum questionnaire and curriculum matching exercise.	<u>Curriculum matching document</u>		questionnaire and curriculum matching document reviewed and approved by the Project Board.
d) The Contractor shall develop an analytical research plan which shall include the approach and timescales for reporting activities throughout the course of the project, including proposals for the national research for England. The analytical research plan shall also include other such analysis and outputs as may be proposed by the Contractor and agreed by the Project Board.	<u>Analytical research plan</u>	Initial outline analytical research plan agreed within 3 months of contract start date. More detailed analytical research plan in place by December 2023.	Analytical research plan developed, discussed, and agreed by the Project Board. Analytical research plan contains clear plans to address key research priorities in the national report and any other agreed outputs.
e) The Contractor shall develop a detailed dissemination plan detailing how, when and to whom, findings for England shall be presented and reported to maximise the impact of TIMSS 2023.	<u>Dissemination plan</u>	Initial outline dissemination plan agreed within 3 months of contract start date. More detailed dissemination plan in place by June 2024.	Dissemination plan developed, discussed, and agreed by the Project Board.
f) The Contractor shall conduct analysis of the international dataset, matched to national data (where relevant) to meet the research aims of the project and provide England with contextualised reporting of their results above and beyond that provided by the IEA/ISC. As a minimum the Contractor must develop and publish a national report positioning England's results in an international context and addressing other key research questions of interest to the Department's policy makers and stakeholders. Reports	<u>National report for England's TIMSS 2023 results</u>	National report published in 2 volumes, with the first volume published on the same date and time as the IEA's international report – presenting the key findings in Maths and Science for England within the appropriate national context. Date for publication of the second volume to be 3 months after publication of the first 2 volumes, presenting a more detailed	Content, structure and formatting of the reports reviewed and agreed by the Project Board Content and formatting of the report/s is in keeping with the Department's research publication style guide. Reports are fully accessible and comply with the Department's accessibility requirements.

8. Analysis, communication & dissemination	Products & outputs	Timing	Quality measures & sign off
must present findings and be analytical in nature.		analysis of the background questionnaires. The exact format and timescales for the national report(s) and the contents of the two volumes will be agreed by the Project Board as the analytical research plan is developed throughout the contract.	
g) The ownership of the research material and of the report/s lies with the Contractor who shall grant to the Department a non-exclusive licence, without payment of royalty or other sum, to use the material as set out in the Department's contract terms and conditions.	<u>Project research materials and reports</u>	By December 2025	Delivery of final datasets, reports and research material and granting of licence

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Table 2 – Key performance Indicators (KPIs) – Contractor delivery

KPI	Measurement period	Measurement	Monitoring Method	Payment by results?
1. Effective programme management and reporting.	Throughout the duration of the contract	100% submission of the required reports, resourcing plan, risk logs and issues log in agreed format on monthly basis, as per the Deliverables in Table 1.	Monitoring by Project Board	No
2. Build and maintain effective relationships with all stakeholders and be responsive to requests.	Throughout the duration of the contract	Sampled schools to feedback positive experiences. IEA/ISC to feedback positively on interactions.	School feedback survey and email/phone correspondence Monitor of complaints. IEA/ISC feedback.	No
3. Develop and maintain insight of the context in England to inform effective instrument development, stakeholder engagement, delivery, and analysis and dissemination.	Throughout the duration of the contract	Present TIMSS related insights to DfE. Study instruments and analytical research plan include the necessary insights.	Monitoring by Project Board and Research Advisory Board	No
4. Development of a comprehensive sampling plan and procedures for the field trial (FT) and main study (MS).	At relevant stages of the contract	Sampling plan to meet requirements of ISC; exclusions within study limits; 100% accuracy in collation of pupil information; measures to reduce burden on schools.	Review and approval of ongoing tasks by DfE officials. Review and approval by IEA/ISC	No
5. School and pupil response rates meet or exceed ISC requirements for England's results to be reported in main body of international tables. (Linked to payment by performance in MS.)	At relevant stages of the contract	School and pupil response rates meet IEA requirements for England to be reported in international study findings.	Recruitment and delivery progress reports (MI). IEA confirmation.	Yes – see payment schedule
6. Background questionnaire response rates meet or exceed ISC requirements for England's responses to be unannotated in the	At relevant stages of the contract	Background questionnaire response rates meet IEA requirements for England to be unannotated in IEA's international report.	Recruitment and delivery progress reports (MI). IEA confirmation.	No

international report.					
7. Effective test administration of survey (FT and MS) and minimise burden on schools.	At relevant stages of the contract	Schools feed back positive experiences. Quality monitors confirm that the tests are administered effectively and appropriately.	Schools feed back positive experiences. Quality monitors confirm that the tests are administered effectively and appropriately.	School feedback survey. Complaints tracker. Contractor reports. National and International Quality Monitor feedback.	No
8. Development and implementation of an effective data handling strategy and production of final datasets transferred to the Department.	Throughout the duration of the contract	Marker reliability scores meet or exceed the IEA/ISC's reliability target of 85%. 100% of data securely stored and transferred. High quality dataset to be complete and appropriately labelled, including explanation of all missing data and appropriate data anonymised.	Marker reliability scores meet or exceed the IEA/ISC's reliability target of 85%. 100% of data securely stored and transferred. High quality dataset to be complete and appropriately labelled, including explanation of all missing data and appropriate data anonymised.	Regular reporting at key stages of project. Sign off by Project Board and IEA/ISC confirmation that the final dataset is high quality and meets the required standard	No
9. Effective analysis of the international dataset and production of national reports and other analysis/dissemination outputs.	At relevant stages of the contract	National report production process delivered on timelines as agreed with the DfE and the Project Board. Relevant, valid and robust analysis requirements to be agreed in the analytical research plan.	National report production process delivered on timelines as agreed with the DfE and the Project Board. Relevant, valid and robust analysis requirements to be agreed in the analytical research plan.	Review by Research Advisory Board and Project Board.	No

4. Methodology

This section provides an overview of the methodology but the requirements provided are a guide only; the exact requirements for the 2023 study will be specified and communicated by the ISC. The Contractor will deliver the project using the approach detailed in their proposal to the Department in (Schedule 5). Further detail regarding the project approach will be agreed with the Project Board.

Sampling

All countries participating in TIMSS must follow strict survey requirements and meet sampling targets set by the ISC to ensure that the achieved samples are nationally representative and provide robust comparisons.

TIMSS uses a two stage sampling strategy, with a sample of schools drawn by ISC in the first stage and one or more classes of pupils selected from the sampled schools in the second. The Contractor will liaise with the ISC to provide the information required to construct a sampling frame. The sample should include maintained (including academies) and independent schools and be stratified by variables agreed by the Project Board and negotiated by the Contractor with the ISC. The ISC will then draw one main and two replacement samples from which study participants shall be recruited. If a main study school cannot be persuaded to participate, it may only be replaced by its first replacement sample school, which may, in turn, only be replaced by its second replacement sample school. It is a requirement of the study that a minimum of 50% of main sample schools take part.

The Contractor shall collect details of pupils in participating schools and shall use software provided by the ISC to select class(es) in each school. The Contractor will identify and agree exclusion criteria for schools and pupils which meet pre-defined exclusion criteria, with the project board.

The requirements provided within this section are a guide; the exact requirements for the 2023 study will be negotiated between the ISC and the Contractor with approval from the Project Board. The main study sample size is likely to be along the lines of the sample proposed in the table below, which is based on previous study requirements. These requirements are also subject to change, with IEA specifications taking precedence.

Table 3 - Pupil and school response rate requirements

	Sampling unit	Year 5	Year 9
Field trial (Spring 2022)	Schools	Minimum 25	Minimum 25
	Pupils	Minimum 1,200	Minimum 1,200
Main study (Summer 2023)	Schools	85% achieved response rate of a minimum drawn sample of 150 schools.	85% achieved response rate of a minimum drawn sample of 150 schools.
	Pupils	80% achieved response rate of minimum 4,000	80% achieved response rate of minimum 4,000

Preparation of survey instruments

In order to be able to assess how the performance in a country compares to another, and how country performance has evolved from one TIMSS cycle to next, the same instruments have to be used in all assessments. Certain variations in the study implementation are particularly likely to affect test performance. Among them are: session timing; the administration of test materials and support material; the instructions given prior to testing; and the rules for excluding pupils from the assessment. For this reason it is essential that the Contractor adheres to IEA/ISC requirements and specifications in the preparation of materials and study implementation.

The Contractor will agree all national adaptations, including the addition of any national questions, with the Project Board within the IEA requirements and specifications. The Contractor will keep detailed records of all adaptations between the Field Trial and Main Survey, and between TIMSS cycles. This will ensure international consistency, enabling the valid analyses and reporting that policymakers need on current performance in relation to other countries and changes over time.

The Contractor shall also review and adapt all survey manuals, for consistent implementation in schools; and will discuss with the Project Board the benefits of opportunities to adapt and pilot any new materials.

Mode of delivery

The TIMSS 2023 test will be undertaken by pupils in England as a digital assessment (eTIMSS).

The Contractor shall develop and maintain a comprehensive plan for delivery of TIMSS 2023 and will provide a detailed conduct report following the field trial which will include an assessment of the different delivery modes, including an evaluation of system access, performance issues, feedback from School Coordinators and Test Administrators, and a recommended approach for the main study.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Background questionnaires and adapted materials

The Contractor will ensure that the adapted materials are suitable for the national context in England.



Test Administrator and Scorer Recruitment and Training



School and pupil recruitment and required response rates

The Contractor will develop, agree with the Project Board, and implement a strategy for managing school and pupil recruitment to ensure that school and pupil response rate targets and background questionnaire response rate targets are met. The strategy must minimise the burden on schools, pupils and parents, and provide schools with a positive experience of participation in both the field trial and main study.

The Contractor will agree with the Project Board the way(s) in which they will reduce the burden for School Coordinators. The ISC requires that the NSC identify a nominated School Coordinator to liaise with when drawing the pupil sample,

arranging the assessment date and necessary equipment, and to ensure contextual school information is completed. Schools can also reasonably be asked to:

- encourage participation by working with staff, pupils, and parents to positively promote TIMSS in their schools;
- work with the NSC to identify date(s) for the assessments to take place in their schools;
- provide eligible pupil data from which a pupil sample will be drawn;
- provide accommodation and sufficient facilities, including computer workstations (if available), for the assessment to take place in as few sessions as possible (including, if necessary, return visits until sample requirements are met);
- work with the NSC to verify readiness of facilities for assessment day(s); and
- ask the appropriate school staff to complete school background questionnaires.

The Contractor shall aim to recruit 100% of the drawn school sample with minimal use of replacement samples, and 100% of sampled pupils. As a minimum, the Contractor shall ensure that both the school and pupil samples recruited meet the IEA/ISC school and pupil response rate targets. The current IEA/ISC targets are outlined below, but may be subject to change:

- *A minimum school participation rate of 85%, based on sampled schools;*
 - *A minimum classroom participation rate of 95%, computed across the participating sampled schools and replacement schools;*
 - *A minimum student participation rate of 85%, computed across the participating sampled schools and replacement schools;*
- OR*
- *A minimum combined school, classroom, and student participation rate of 75%, based on sampled schools (although classroom and student participation rates include replacement schools).*
- Classrooms with less than 50% student participation will be rejected.*

The Contractor shall also use their best endeavours to ensure that:

- over 85% of students, after adjusting for size of school, are represented by the teachers and schools responding to the questionnaires
- the IEA/ISC limit of pupil exclusions of less than 5% is met

Data analysis and national reporting

The data collected through the study instruments will be collated by the ISC, and combined with the data collected from all other participating countries such that the

ISC are able to generate the indices and performance measures they use to compare the performance of pupils internationally, and the associations between performance and contextual factors. The Contractor shall ensure the ISC receive England's TIMSS 2023 data in the correct format, and within the ISC's timelines.

The Contractor shall maintain the national TIMSS dataset for England and ensure opportunities are taken to enhance the dataset through matching to other national pupil, teacher and school datasets where relevant, including (but not limited to) the National Pupil Database (NPD). The Contractor shall store the TIMSS dataset securely whilst they hold the TIMSS 2023 contract, and shall complete such checking of any queries relating to the data collected, either from the ISC or the Department.

During the course of the project, the Contractor will maintain an up-to-date awareness of current policy discussions and evidence gaps in England, such that the TIMSS data, once finalised, can be analysed appropriately to further these discussions and add to national policy development.

The Contractor will agree an initial research plan with the Project Board at project start up which will include the outline approach and timescales for dissemination and reporting activities throughout the course of the project, including proposals for the national reports.

The national report may be published in 2 volumes; Volume 1 to be published on the same day as the first international volumes, presenting the key findings in maths and science for England within the appropriate national context, and Volume 2 to be published 3 months later presenting a more detailed analysis of the background questionnaires. The exact format and timescales for the national report(s) and the contents of the two volumes (if applicable) will be agreed by the Project Board as the analytical research plan is developed throughout the contract.

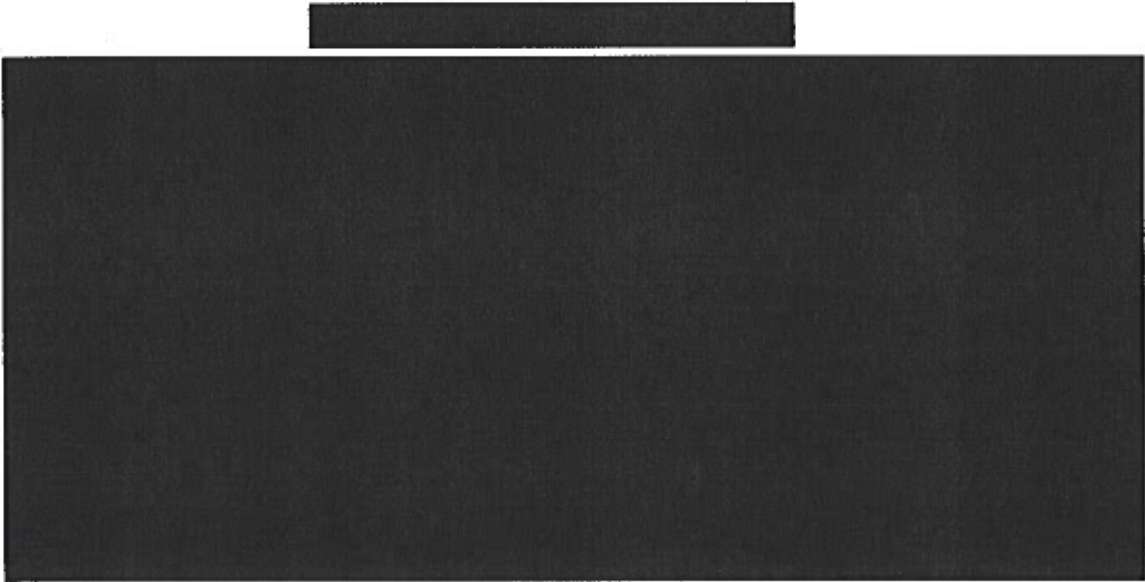
As a minimum, the analysis and dissemination will include:

- briefing for the Department's officials outlining key findings
- the publication of a TIMSS 2023 national research report outlining the key findings for education policy design and delivery for England, to coincide with the publication of international findings

[REDACTED]

5. Staffing

Figure 3 below details the Contractor's staff that will work on the project:



The Contractor's key staff that will work on the project are:



6. Project Board

The Project Manager shall set up a Project Board for the project, which shall be chaired by the Department and consist of representatives from the Department and the Contractor. The function of the Project Board shall be to review the scope and direction of the project against its aims and objectives, monitor progress and efficiency, and assess, manage and review expected impact and use of the findings from the project. The Board shall meet on a monthly basis at times and dates agreed by the parties or, in the absence of agreement, specified by the Department. The Contractor's representatives on the Project Board shall provide a secretariat function and report their views on the progress of the project to the Board, providing appropriate written reports and papers beforehand.

In addition, the Department will make provision for monitoring progress in the publication year of the study to include the review and sign off content of the national report. The Contractor must plan for the NRC and/or representatives of the NRC to attend meetings associated with such activity as required.

7. Risk management

The Contractor will manage a live risk register as part of the project management of the programme and report on this at the monthly Project Board, escalating risk where necessary. The escalation processes will be agreed by the Project Board. The initial risks which may pose a threat to the outcome of the project are outlined below:

Table 4: Initial risks identified for TIMSS 2023 delivery

Description	Imp.	L'hd	Mitigation/Contingencies
1. As a result of insufficient schools from selected sample agreeing to take part in FT/MS Risk that we do not meet the IEA recruitment requirement May result in England not meeting IEA sampling requirements	H	L	[REDACTED] • Replacement schools can be utilised • Monitor recruitment, take action if recruitment is below weekly target/other concerns (weekly MI report)
2. As a result of school drop out before test day Risk that we do not meet the IEA recruitment requirement May result in England not meeting IEA sampling requirements	H	L	• Engagement strategy to ensure ongoing dialogue with selected schools [REDACTED] • TIMSS23 England website providing schools info
3. As a result of milestones/deliverables becoming endangered Risk milestones will not be met between internal stakeholders May result in NSC not fulfilling contract requirements	H	L	• PM maintains project management documentation to track and document delivery i.e. project plan, risk log • Weekly (internal) project meetings, ensuring core team identify and effectively avoid/mitigate impacts to the wider project; escalation thresholds (detailed in the PID)
4. As a result of schools/teachers failing to complete questionnaire(s) Risk that we do not meet the IEA data requirement May result in England not fulfilling the data requirement for the study	H	M	[REDACTED] • Monitor response rates and take action if responses are below forecast or other concerns (weekly MI reports supplied)
5. As a result of data not extracted correctly for final data submission Risk of not being able to submit to IEA by agreed deadline May result in England not fulfilling the data requirement for the study	H	L	• Liaise with IEA to ensure data is extracted correctly and uploaded in appropriate format • Manually key response into DME software if required • Data backed up and stored on secure drive until IEA confirm no longer required. Destruction of data will then follow procedure plans laid out in Data Security and Closure plans
6. As a result of Assessment Master (AM) failure Risk of not being able to submit scoring by agreed deadline May result in England not fulfilling the data requirement for the study	H	M	• Monitor AM development: escalate concerns to IEA • International version will undergo functional and end-to-end testing 2021 • National versions will be tested prior to test windows • Flexibility to delay scoring if AM not ready or malfunctions

7. As a result of insufficient resource Risk of not being able to deliver the TIMSS programme Which may result in England being unable to meet the IEA deadlines	M	L	<ul style="list-style-type: none"> • Agree staffing plan with DfE • Progress against deliverables tracked and reported to PB
8. As a result of pupil data not being protected Risk of data breaches May result in data leaks	H	L	<ul style="list-style-type: none"> • Access level to pupil data restricted to key personnel, following GDPR • Secure servers that follow ISO and Cyber Essential certifications • Staff and suppliers adhere to Data Security Strategy and Data Handling procedures, e.g. Secure File Transfer, password protection

8. Data collection

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

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

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

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

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

The Contractor will describe in a data handling strategy the approach to data handling to include the sharing of data with the Department and the ISC. The Contractor will agree with the Project Board a data security plan which sets out the approach, to and management of security in the Project including (but not limited to) meeting the Department's requirements for protecting school ICT infrastructure; minimising risks associated with use of hardware devices to deliver content to pupils; sharing of matched data with the Department, and sharing of de-identified data with the ISC. The data handling strategy and data security plan will be contained within an overall data protection document, that will be developed by the contractor and agreed by the Project Board.

9. Consent arrangements

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

10. Project communication plan

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

End of Schedule One

Schedule Two - Costs

1 Eligible expenditure

- 1.1 The Department shall reimburse the Contractor for expenditure incurred for the purpose of the Project, provided that:-
- (a) the expenditure falls within the heading and limits in the Table below; and
 - (b) the expenditure is incurred, and claims are made, in accordance with this Contract.
-

Table

Invoice number and Project milestone	Deliverable/s from Schedule 1	Payment for deliverable	Due Date	Total payment amount £ (ex vat)
Financial Year 2021/2022				
1. Project set up	1) Project Management incl 1a, b, c, d, f, g; 7a, 7b,			
	1e) NRC (and other NC staff) attendance at international meetings and follow-up reports			
2. Field Trial Preparation	1) Project Management (1a, b, c, d, f) and 6c) Field Trial timetable			
	1e) NRC (and other NC staff) attendance at international meetings and follow-up reports			
	1e) Travel for international meetings and training			
	8d and e) Analytical Research plan and Dissemination plan			
	2 a, b and c) Adaptations and quality assurance of study instruments and guidance (field trial)			
	3a, b and c) Sampling			
	4a, 4e) School and pupil recruitment strategy, preparation, school and pupil recruitment and invitation materials (incl. Privacy notices and Data protection document)			
	4g) [REDACTED]			
	5a) Test administrator recruitment			
	5e) eTIMMS hardware & set up			
	8a) Development of TIMSS 2023 webpages			
3. Field Trial School Engagement & Delivery	4f) School & pupil recruitment and support incl. pre-populated forms			
	1) Project Management, including 4c/6f) MI			
	1e) NRC (and other NC staff) attendance at international meetings and follow-up reports			
	1e) Travel for international meetings and training			
Financial Year 2021/2022		Total payable £207,916		

Financial Year 2022/2023				
4. Field Trial Engagement, Delivery & Data Processing	1) Project Management (1a, b, c, d, f), including 4c/6f) MI, 4b) Evidence of achieved Field Trial sample, 6a), 6b) Conduct Report, 6c) Main Study timetable			
	4f) School recruitment and support			
	5a, b, c) and 6a) Test administrator training and management			
	2a) Print and despatch of test materials			
	6d, e and g) Test administration			
	6a) School honorarium payments			
	7a, c, d and e) Assessment and questionnaire data collected, coded, processed and submitted to OECD			
5. Main Study Prep & School Engagement *teacher educative booklets optional	1) Project Management (1a, b, c, d, f), 4d (if required) and 4c/6f) MI			
	1e) NRC (and other NC staff) attendance at international meetings and follow-up reports			
	1e) UCL attendance at international meetings			
	1e) Travel for international meetings and training			
	2 a and b) Adaptations and quality assurance of study instruments and guidance (field trial)			
	3a, b and c) Sampling			
	4a, 4e) School and pupil recruitment strategy, preparation, school and pupil recruitment and invitation materials (incl. Privacy notices and Data protection document)			
	4f) School & pupil recruitment and support incl. pre-populated forms			
	8a) website updates			
	4g)			
	4g)			
	4f) School engagement and retention			
	5a) Test administrator recruitment			
	5e) eTIMMS hardware & set up			
Financial Year 2022/2023		Total payable	£272,763	

Financial Year 2023/2024				
6. Main Study School Engagement and Main Study Delivery	4f) School engagement and retention incl 8a) website			
	6a) School honorarium payments			
7. Main Study Delivery **maximum payment see payment by results section below	1) Project Management (1a, b, c, d, f) and 4c/6f) MI			
	5a, b, c) and 6a Test administrator training and management			
	2a) Print and despatch of test materials			
	6d, e and g) Test administration			
	5d) Quality Monitor			
8. Main Study data Processing and Reporting & Dissemination ***conditional payment - see payment by results section below	4b) Evidence of exceeded Main Study sample [REDACTED]**			
	1) Project Management (1a, b, c, d, f)			
	1e) NRC (and other NC staff) attendance at international meetings and follow-up reports			
	1e) UCL attendance at international meetings			
	1e) Travel for international meetings and training			
	2a) Print and despatch of test materials			
	7a, c, d and e) Assessment and questionnaire data collected, coded, processed and submitted to OECD			
	8c) Encyclopaedia chapter, curriculum questionnaire and mapping			
Financial Year 2023/2024		Total payable	£576,073	

Financial Year 2024/2025				
9. Main Study Reporting & Dissemination	1) Project Management (1a, b, c, d, f), 4d (if required), 6b) Main Study Conduct Report			
	1e) NRC (and other NC staff) attendance at international meetings and follow-up reports			
	1e) UCL attendance at international meetings			
	1e) Travel for international meetings and training			
	7f, 8b, f and g) Data sets, International and National reports, project research materials and reports			
	8h) Stakeholder engagement and dissemination			
	8a) TIMSS 2023 webpages			
Financial Year 2024/2025		Total payable	£118,742	

Financial Year 2025/2026				
10. Dissemination and Project Close	1) Project Management (exit) and 1f) Closure Report			
	1e) NRC (and other NC staff) attendance at international meetings and follow-up reports			
	1e) UCL attendance at international meetings			
	1e) Travel for international meetings and training			
	7f, 8b, f and g) Data sets, International and National reports, project research materials and reports			
Financial Year 2025/2026		Total payable	£78,034	

CONTRACT TOTAL

TOTAL (subj to VAT)	£1,253,528
VAT amount	£250,706
Total Inclusive of VAT	£1,504,234

Expenditure for the financial year 2021-2022 shall not exceed £207,916 exclusive of VAT.
Expenditure for the financial year 2022-2023 shall not exceed £272,763 exclusive of VAT.
Expenditure for the financial year 2023-2024 shall not exceed £576,073 exclusive of VAT.
Expenditure for the financial year 2024-2025 shall not exceed £118,742 exclusive of VAT.
Expenditure for the financial year 2025-2026 shall not exceed £78,034 exclusive of VAT.

Total Project expenditure shall not exceed £1,253,528 exclusive of VAT.

Confirmation of final response rates will be sent to the Department from Statistics Canada in March 2024, following data cleansing and weighting.

- 2 The allocation of funds in the Table may not be altered except with the prior written consent of the Department.
- 3 The Contractor shall maintain full and accurate accounts for the Project against the expenditure headings in the Table. Such accounts shall be retained for at least 6 years after the end of the financial year in which the last payment was made under this Contract. Input and output VAT shall be included as separate items in such accounts.
- 4 The Contractor shall permit duly authorised staff or agents of the Department or the National Audit Office to examine the accounts at any reasonable time and shall furnish oral or written explanations of the accounts if required. The Department reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Contractor has used the Department's resources in the performance of this Contract.
- 5 Invoices shall be submitted on the invoice dates specified in the Table, be detailed against the task headings set out in the Table and must quote the Department's Order Number. The Purchase order reference number shall be provided by the Department when both parties have signed the paperwork. The Contractor or his or her nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Contractor on the Projects in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from the Department within the terms of another contract.
- 6 Invoices shall be submitted by email to: AccountsPayable.OCR@education.gov.uk. Invoices must be in PDF format, with one PDF file per invoice including any supporting documentation in the same file. Multiple invoices may be submitted in a single email but each invoice must be in a separate PDF file. The Department undertakes to pay correctly submitted invoices within 10 days of receipt. The Department is obliged to pay invoices within 30 days of receipt from the day of electronic arrival at the nominated address of the Department. Any correctly submitted invoices that are not paid within 30 days may be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998. A correct invoice is one that: is delivered in timing in accordance with the contract; is for the correct sum; in respect of goods/services supplied or delivered to the required quality (or are expected to be at the required quality); includes the date, supplier name, contact details and bank details; quotes the relevant purchase order/contract reference and has been delivered to the nominated address. If any problems arise, contact the Department's Project Manager. The Department aims to reply to complaints within 10 working days. The Department shall not be responsible for any delay in payment caused by incomplete or illegible invoices.
- 7 The Contractor shall have regard to the need for economy in all expenditure. Where any expenditure in an invoice, in the Department's reasonable opinion, is excessive having due regard to the purpose for which it was incurred, the Department shall only be liable to reimburse so much (if any) of the expenditure disallowed as, in the Department's reasonable opinion after consultation with the Contractor, would reasonably have been required for that purpose.

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

12. Payment dependent on performance

Payments for invoice 7 'Main Study Delivery' and 8 'Main Study data Processing and Reporting & Dissemination' are dependent on school and pupil recruitment as shown in the table below.

The proposed payment by results schedule is based on the knowledge that recruitment of the sample for TIMSS is challenging. In exceeding the acceptable sample thresholds ('Achieved'), [REDACTED]

Performance payment linked to the recruitment and sampling of schools assumes the Contractor fulfils its responsibilities without intervention. Should it be necessary for the Department's resources to support achievement of the Contractor's obligations, such as recruitment and sampling levels (e.g. direct contact to recruit schools), the Department shall recover reasonable resource costs through an adjustment to the performance payment.

Exceeds [REDACTED]	[REDACTED]	A minimum school participation rate of 85%, based on main sample schools AND A minimum classroom participation rate of 95% from main sample schools and replacement schools AND A minimum student participation rate of 85%, from main sample schools and replacement schools
Achieved (full payment)	[REDACTED]	A minimum combined school, classroom, and student participation rate of 75%, based on main sample schools (although classroom and student participation rates may include replacement schools)
Intermediate [REDACTED]	[REDACTED]	The criteria for Achieving or Exceeding participation requirements are only met after including replacement schools. Results will be annotated in the international report.

Unacceptable		The criteria for Achieving or Exceeding participation requirements are not met, even after replacement schools are included. OR A school participation rate of less than 50% based on sampled schools. Results will be segregated in the international report.
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13. Capital Assets

- 13.1 The Contractor shall not, without the prior written consent of the Department, use funds paid under this Contract wholly or partly to finance the purchase of any capital assets with a purchase price of £2,500 or more (exclusive of VAT) and with an expected life of more than one year.
- 13.2 The Contractor shall maintain an inventory of such items and shall provide the Department with a copy of such inventory if requested.
- 13.3 If the Contractor proposes to dispose of any asset falling within paragraph 13.1 during the currency of this Contract:
- 13.3.1 they shall consult the Department before doing so; and
- 13.3.2 on disposal they shall pay to the Department the Department's share of the value of that asset (as specified in paragraph 13.5).
- 13.4 On termination of this Contract, for whatever reason, the Contractor shall:
- 13.4.1 consult the Department over the proposals for disposal or retention of all assets falling within paragraph 13.1; and
- 13.4.2 unless the Department agrees to some other arrangement, pay to the Department the Department's share of the value of each of those assets (as specified in paragraph 13.5).
- 13.5 In paragraphs 13.3 and 13.4, the Department's share of the value of an asset shall be calculated as follows. If the asset is disposed of during the currency of the Contract, or within 3 months of termination of the Contract, at the best price reasonably available, the value shall be the proceeds of sale after deduction of necessary expenses of sale. Otherwise, the value of the asset shall be its open market value agreed between the parties. In the absence of agreement on the value the Department may require the Contractor to have the asset valued at his or her own cost. In either such event, the Department's share of the value shall be the whole or a proportionate part of the value of the asset concerned according to the extent to which the cost of its purchase were met out of Department's funds.
- 13.6.1 The Department may provide consent through the process of Contractor proposal/offer, and with all parties in mutual agreement, for the Department to dispose of and to release an asset to the Contractor. The Contractor proposal must include justification and evidence of, and the understanding that, the Contractor will donate the asset (free of charge) to a third-party organisation of the Contractor's choice to be used for solely charitable purposes.
- 13.6.2 The Department may consent to release of asset donation conditionally.

13.6.3 The release of asset donation must not result in income generation in any form for the Contractor.

13.6.4 Upon all parties in mutual agreement to the proposal of the release of an asset from the Department to the Contractor, the Contractor will assume full responsibility for ensuring that legislation and industry and Department standards around data sanitisation and data protection are fully complied with.

End of Schedule Two

Schedule Three - Department's terms and conditions

1. Contractor's Obligations

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

2. Department's Obligations

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

3. Changes to the Department's Requirements

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

4. Management

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

5. Contractor's Employees and Sub-Contractors

- 5.1 Where the Contractor enters into a contract with a supplier or contractor for the purpose of performing its obligations under the Contract (the "Sub-contractor") it shall ensure prompt payment in accordance with this clause 5.1. Unless otherwise agreed by the Department in writing, the Contractor shall ensure that any contract requiring payment to a Sub-contractor shall provide for undisputed sums due to the Sub-contractor to be made within a specified period from the receipt of a valid invoice not exceeding:

5.1.1 10 days, where the Sub-contractor is an SME; or

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

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

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

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

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

- 6.1 Ownership of Intellectual Property Rights including Copyright, in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other materials prepared by or for the Contractor on behalf of the Department for use, or intended use, in relation to the performance by the Contractor of its obligations under the Contract shall belong to the Contractor
- 6.2 The Contractor hereby grants to the Department a non-exclusive license without payment of royalty or other sum by the Department in the Copyright to:
 - 6.2.1 to do and authorise others to do any and all acts restricted by the Act as amended from time to time or replaced in whole or part by any statute or other legal means in respect of any Copyright Work in the United Kingdom and in all other territories in the world for the full period of time during which the Copyright subsists; and
 - 6.2.2 to exercise all rights of a similar nature as those described in Clause 6.2.1 above which may be conferred in respect of any Copyright Work by the laws from time to time in all other parts of the world
- 6.3 The Contractor now undertakes to the Department as follows:
 - 6.3.1 not to assign in whole or in part the legal or beneficial title in any Copyright to any person, firm or company without the prior written consent of the Department the granting of which consent shall be at its absolute discretion.
 - 6.3.2 to procure that the Contractor is entitled both legally and beneficially to all Copyright.
 - 6.3.3 to record or procure the recording on each and every Copyright Work the name of the author or authors and the date on which it was created and retain safely in its possession throughout the duration of the Copyright all Original Copyright Works.
 - 6.3.4 in respect of the Original Copyright Works to:
 - 6.3.5 supply copies on request to the Department the reasonable costs in respect of which the Department will pay; and
 - 6.3.6 allow inspection by an authorised representative of the Department on receiving reasonable written notice;
 - 6.3.7 to take all necessary steps and use its best endeavours to prevent the infringement of the Copyright by any person, firm or

company which shall include an obligation on the part of the Contractor to commence and prosecute legal proceedings for any threatened or actual infringement where there is a reasonable chance of success and account to the Department after the deduction of all legal expenses incurred in any such proceedings for one half of all damages paid whether by order, settlement or otherwise.

6.3.8 to waive or procure the waiver of any and all moral rights (as created by chapter IV of the Act) of authors of all Copyright Works be waived; and

6.3.9 not to demand and to procure that where any further licences are granted by the Contractor otherwise than to the Department the Licensees thereof do not demand any payment in whatever form and from any person, firm or company directly or indirectly for the undertaking of any of the acts restricted by the Copyright (as defined in section 16 of the Act) in relation to any Copyright Work except in so far as any demand or payment received represents only the reasonable costs which might normally be incurred in respect of such an act.

6.4 The Contractor now warrants to the Department that all Works:

6.4.1 will not infringe in whole or in part any copyright or like right or any other intellectual property right of any other person (wheresoever) and agrees to indemnify and hold harmless the Department against any and all claims, demands, proceedings, damages, expenses and losses including any of a consequential nature arising directly or indirectly out of any act of the Department in relation to any Work, where such act is or is alleged to be an infringement of a third party's copyright or like right or other intellectual property rights (wheresoever).

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

7. Data Protection Act

7.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor unless otherwise specified in Schedule 4. The only processing that the Processor is authorised to do is listed in Schedule 4 by the Controller and may not be determined by the Processor.

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

- 7.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 7.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
- (a) process that Personal Data only in accordance with Schedule 4, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that:
 - (i) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Schedule 4);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the

following conditions are fulfilled:

- (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

7.5 Subject to clause 7.6, the Processor shall notify the Controller immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

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

7.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 7.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

- (a) the Controller with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Controller to

enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

- (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Controller following any Data Loss Event;
- (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

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

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

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

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

7.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:

- (a) notify the Controller in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Controller;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and
- (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

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

7.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).

7.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

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

8. Departmental Security Standards

8.1 The Contractor shall be aware of and comply the relevant HMG security policy framework, NCSC guidelines and where applicable DfE Departmental Security Standards for Contractors which include but are not constrained to the following clauses.

8.2 Where the Contractor will provide products or services or otherwise handle information at OFFICIAL for the Department, the requirements of Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification - Action Note 09/14 dated 25 May 2016, or any subsequent updated document, are mandated; that "contractors supplying products or services to HMG shall have achieved, and will be expected to retain certification at the appropriate level for the duration of the contract. The certification scope shall be relevant to the services supplied to, or on behalf of, the Department.

8.3 Where clause 8.2 above has not been met, the Contractor shall have achieved, and be able to maintain, independent certification to ISO/IEC 27001 (Information Security Management Systems Requirements).

8.4 The Contractor shall follow the UK Government Security Classification Policy (GSCP) in respect of any Departmental Data being handled in the course of providing this service, and will handle this data in accordance with its security classification. (In the event where the Contractor has an existing Protective Marking Scheme then the Contractor may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Departmental Data).

8.5 Departmental Data being handled in the course of providing an ICT solution or service must be separated from all other data on the Contractor's or sub-contractor's own IT equipment to protect the Departmental Data and enable the data to be identified and securely deleted when required in line with clause 8.14.

8.6 The Contractor shall have in place and maintain physical security to

premises and sensitive areas in line with ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g. door access), CCTV, alarm systems, etc.

8.7 The Contractor shall have in place and maintain an appropriate user access control policy for all ICT systems to ensure only authorised personnel have access to Departmental Data. This policy should include appropriate segregation of duties and if applicable role based access controls (RBAC). User credentials that give access to Departmental Data or systems shall be considered to be sensitive data and must be protected accordingly.

8.8 The Contractor shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Departmental Data, including but not limited to:

- physical security controls;
- good industry standard policies and processes;
- malware protection;
- boundary access controls including firewalls;
- maintenance and use of fully supported software packages in accordance with vendor recommendations;
- software updates and patching regimes including malware signatures, for operating systems, network devices, applications and services;
- user access controls, and;
- the creation and retention of audit logs of system, application and security events.

8.9 The contractor shall ensure that any departmental data (including email) transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.

8.10 The contractor shall ensure that any departmental data which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the Department except where the Department has given its prior written consent to an alternative arrangement.

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

8.12 Whilst in the Contractor's care all removable media and hardcopy paper documents containing Departmental Data must be handled securely and secured under lock and key when not in use and shall be securely

destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation. The term 'lock and key' is defined as: "securing information in a lockable desk drawer, cupboard or filing cabinet which is under the user's sole control and to which they hold the keys".

- 8.13 When necessary to hand carry removable media and/or hardcopy paper documents containing Departmental Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This clause shall apply equally regardless of whether the material is being carried inside or outside of company premises. The term 'under cover' means that the information is carried within an opaque folder or envelope within official premises and buildings and within a closed briefcase or other similar bag or container when outside official premises or buildings.
- 8.14 In the event of termination of contract due to expiry, liquidation or non-performance, all information assets provided, created or resulting from the service shall not be considered as the supplier's assets and must be returned to the Department and written assurance obtained from an appropriate officer of the supplying organisation that these assets regardless of location and format have been fully sanitised throughout the organisation in line with clause 8.15.
- 8.15 In the event of termination, equipment failure or obsolescence, all Departmental information and data, in either hardcopy or electronic format, that is physically held or logically stored by the Contractor must be accounted for and either physically returned or securely sanitised or destroyed in accordance with the current HMG policy using an NCSC approved product or method. Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as data stored in a cloud system, Storage Area Network (SAN) or on shared backup tapes, then the Contractor or sub-contractor shall protect the Department's information and data until such time, which may be long after the end of the contract, when it can be securely cleansed or destroyed. Confirmation of secure destruction will be required in all cases.
- 8.16 Access by Contractor or sub-contractor staff to Departmental Data, including user credentials, shall be confined to those individuals who have a "need-to-know" in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Department. All Contractor or sub-contractor staff must complete this process before access to Departmental Data is permitted. Any Contractor or sub-contractor staff who will be in contact with children or vulnerable adults must, in addition to any security clearance, have successfully undergone an Enhanced DBS (Disclosure and Barring Service) check prior to any contact.

- 8.17 All Contractor or sub-contractor employees who handle Departmental Data shall have annual awareness training in protecting information.
- 8.18 The Contractor shall, as a minimum, have in place robust Business Continuity arrangements and processes including IT disaster recovery plans and procedures that conform to ISO 22301 to ensure that the delivery of the contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency or crisis to the services delivered. If a ISO 22301 certificate is not available the supplier will provide evidence of the effectiveness of their ISO 22301 conformant Business Continuity arrangements and processes including IT disaster recovery plans and procedures. This should include evidence that the Contractor has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.
- 8.19 Any suspected or actual breach of the confidentiality, integrity or availability of Departmental Data, including user credentials, used or handled in the course of providing this service shall be recorded as an incident. This includes any non-compliance with these Departmental Security Standards for Contractors, or other Security Standards pertaining to the solution.
- Incidents shall be reported to the Department immediately, wherever practical, even if unconfirmed or when full details are not known, but always within 24 hours of discovery. If incident reporting has been delayed by more than 24 hours, the contractor should provide an explanation about the delay.
 - Incidents shall be reported through the Department's nominated system or service owner.
 - Incidents shall be investigated by the contractor with outcomes being notified to the Department.
- 8.20 The Contractor shall ensure that any IT systems and hosting environments that are used to handle, store or process Departmental Data shall be subject to a patch vulnerability scan before go-live and periodically (at least annually) thereafter. The findings of the patch vulnerability scan will 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 and/or independent IT Health Check (ITHC) using an NCSC CHECK Scheme ITHC provider may be required.
- 8.21 The Contractor or sub-contractors providing the service will provide the Department with full details of any actual or future intent to develop, manage, support, process or store Departmental Data outside of the UK mainland. The Contractor or sub-contractor shall not go ahead with any such proposal without the prior written agreement from the Department.
- 8.22 The Department reserves the right to audit the Contractor or sub-contractors providing the service within a mutually agreed timeframe but

always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the service being supplied and the Contractor's, and any sub-contractors', compliance with the clauses contained in this Section.

8.23 The Contractor and sub-contractors shall undergo appropriate security assurance activities and shall provide appropriate evidence including the production of the necessary security documentation as determined by the Department. This will include obtaining any necessary professional security resources required to support the Contractor's and sub-contractor's security assurance activities such as: a Security and Information Risk Advisor (SIRA) certified to NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Cyber Professional (CCP) schemes.

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

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

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

9. Warranty and Indemnity

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

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

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

9.2.1 require the Contractor promptly to re-perform or replace the relevant part of the Project without additional charge to the Department; or

9.2.2 assess the cost of remedying the failure ("the assessed cost") and to deduct from any sums due to the Contractor the Assessed Cost for the period that such failure continues.

9.3 The Contractor shall be liable for and shall indemnify the Department in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to the Department or otherwise arising out of or in the course of or caused by the performance of the Project.

9.4 Without prejudice to any other exclusion or limitation of liability in this Contract, the liability of the Contractor for any claim or claims under this Contract shall be limited to such sums as it would be just and equitable for the Contractor to pay having regard to the extent of his responsibility for the loss or damage giving rise to such claim or claims etc.

9.5 All property of the Contractor whilst on the Department's premises shall be there at the risk of the Contractor and the Department shall accept no liability for any loss or damage howsoever occurring to it.

9.6 The Contractor shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Contract. The Contractor shall upon request produce to the Department, its policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

10. Termination

- 10.1 This Contract may be terminated by either party giving to the other party at least 30 days notice in writing.
- 10.2 In the event of any breach of this Contract by either party, the other party may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the party not in breach may terminate this Contract with immediate effect by notice in writing.
- 10.3 In the event of a material breach of this Contract by either party, the other party may terminate this Contract with immediate effect by notice in writing.
- 10.4 This Contract may be terminated by the Department with immediate effect by notice in writing if at any time:-
 - 10.4.1 the Contractor passes a resolution that it be wound-up or that an application be made for an administration order or the Contractor applies to enter into a voluntary arrangement with its creditors; or
 - 10.4.2 a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Contractor's property, assets or any part thereof; or
 - 10.4.3 the court orders that the Contractor be wound-up or a receiver of all or any part of the Contractor's assets be appointed; or
 - 10.4.4 the Contractor is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986.
 - 10.4.5 there is a change in the legal or beneficial ownership of 50% or more of the Contractor's share capital issued at the date of this Contract or there is a change in the control of the Contractor, unless the Contractor has previously notified the Department in writing. For the purpose of this Sub-Clause 10.4.5 "control" means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person by means of the holding of shares or the possession of voting power.
 - 10.4.6 the Contractor is convicted (or being a company, any officers or representatives of the Contractor are convicted) of a criminal offence related to the business or professional conduct

- 10.4.7 the Contractor commits (or being a company, any officers or representatives of the Contractor commit) an act of grave misconduct in the course of the business;
- 10.4.8 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to the payment of Social Security contributions;
- 10.4.9 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to payment of taxes;
- 10.4.10 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to disclose any serious misrepresentation in supplying information required by the Department in or pursuant to this Contract.

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

11. Status of Contractor

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

12. Freedom of information

- 12.1 The Contractor acknowledges that the Department is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Department to enable the Department to comply with its information disclosure obligations.
- 12.2 The Contractor shall and shall procure that its Sub-contractors shall:
 - 12.2.1 transfer to the Department all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
 - 12.2.2 provide the Department with a copy of all Information in its possession, or power in the form that the Department requires within five Working Days (or such other period as the Department may specify) of the Department's request; and
 - 12.2.3 provide all necessary assistance as reasonably requested by

the Department to enable the Department to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

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

13. Confidentiality

- 13.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:
 - 13.1.1 treat the other party's Confidential Information as confidential and safeguard it accordingly; and
 - 13.3.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.
- 13.2 Clause 13 shall not apply to the extent that:
 - 13.2.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government

Information or the Environmental Information Regulations pursuant to clause 12 (Freedom of Information);

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

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

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

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

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

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

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

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

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

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

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

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

13.7 The Department shall use all reasonable endeavours to ensure that any government department, Contracting Department, employee, third

party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 13 is made aware of the Department's obligations of confidentiality.

- 13.8 Nothing in this clause 13 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.
- 13.9 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Department shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- 13.10 Subject to Clause 13.9, the Contractor hereby gives his consent for the Department to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.
- 13.11 The Department may consult with the Contractor to inform its decision regarding any redactions but the Department shall have the final decision in its absolute discretion.
- 13.12 The Contractor shall assist and cooperate with the Department to enable the Department to publish this Contract.

14. Access and Information

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

15. Transfer of Responsibility on Expiry or Termination

- 15.1 The Contractor shall, at no cost to the Department, promptly provide such assistance and comply with such timetable as the Department may reasonably require for the purpose of ensuring an orderly transfer of responsibility upon the expiry or other termination of this Contract. The Department shall be entitled to require the provision of such assistance both prior to and, for a reasonable period of time after the expiry or other termination of this Contract.
- 15.2 Such assistance may include (without limitation) the delivery of documents and data in the possession or control of the Contractor which relate to this Contract, including the documents and data, if any, referred to in the Schedule.

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

16. Tax indemnity

- 16.1 Where the Contractor is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.
- 16.2 Where the Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
- 16.3 The Department may, at any time during the term of this contract, ask the Contractor to provide information which demonstrates how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it.
- 16.4 A request under Clause 16.3 above may specify the information which the Contractor must provide and the period within which that information must be provided.
- 16.5 The Department may terminate this contract if-
- (a) in the case of a request mentioned in Clause 16.3 above if the Contractor:
 - (i) fails to provide information in response to the request within a reasonable time, or
 - (ii) provides information which is inadequate to demonstrate either how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it;
 - (b) in the case of a request mentioned in Clause 16.4 above, the Contractor fails to provide the specified information within the specified period, or
 - (c) it receives information which demonstrates that, at any time when Clauses 16.1 and 16.2 apply, the Contractor is not complying with those Clauses.
- 16.6 The Department may supply any information which it receives under Clause 16.3 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.
- 16.7 The Contractor warrants and represents to the Department that it is an independent contractor and, as such, bears sole responsibility for the

payment of tax and national insurance contributions which may be found due from it in relation to any payments or arrangements made under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.

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

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

16.10 The Contractor authorises the Department to provide the HM Revenue and Customs and all other departments or agencies of the Government with any information which they may request as to fees and/or expenses paid or due to be paid under this Contract whether or not Department is obliged as a matter of law to comply with such request.

17. Amendment and variation

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

18. Assignment and Sub-contracting

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

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

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

20. Waiver

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

21. Notices

21.1 Any notices to be given under this Contract shall be delivered personally or sent by post or by facsimile transmission to the Project Manager (in the case of the Department) or to the address set out in this Contract (in the case of the Contractor). Any such notice shall be deemed to be served, if delivered personally, at the time of delivery, if sent by post, forty-eight hours after posting or, if sent by facsimile transmission, twelve hours after proper transmission.

22. Dispute resolution

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

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

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

23. Law and Jurisdiction

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

24. Discrimination

24.1 The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment.

- 24.2 The Contractor shall take all reasonable steps to secure the observance of Clause 24.1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Contract.

25. Safeguarding children who participate in research

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

26. Project outputs

- 26.1 Unless otherwise agreed between the Contractor and the Project Manager, all outputs from the Project shall be published by the Department on the Department's research website.
- 26.2 The Contractor shall ensure that all outputs for publication by the Department adhere to the Department's Style Guide and MS Word Template, available to download from:
<https://www.gov.uk/government/publications/research-reports-guide-and-template>.
- 26.3 Unless otherwise agreed between the Contractor and Project Manager, the Contractor shall supply the Project Manager with a draft for comment at least eight weeks before the intended publication date, for interim reports, and eight weeks before the contracted end date, for final reports.
- 26.4 The Contractor shall consider revisions to the drafts with the Project Manager in the light of the Department's comments. The Contractor shall provide final, signed off interim reports and other outputs planned within the lifetime of the Project to the Department by no later than four weeks before the intended publication date, and final, signed off reports and other outputs at the end of the Project to the Department by no later than the contracted end date for the Project.
- 26.5 Until the date of publication, findings from all Project outputs shall be treated as confidential, as set out in the Clause 13 above. The Contractor shall not release findings to the press or disseminate them

in any way or at any time prior to publication without approval of the Department.

- 26.6 Where the Contractor wishes to issue a Press Notice or other publicity material containing findings from the Project, notification of plans, including timing of planned releases shall be submitted by the Contractor to the Project Manager at least three weeks before the intended date of release and before any agreement is made with press or other external audiences, to allow the Department time to comment. Drafts of planned releases shall be submitted wherever possible at least three weeks before the intended date of release. All Press Notices released by the Department or the Contractor shall state the full title of the research report, and include a hyperlink to the Department's research web pages, and any other web pages as relevant, to access the publication/s. This clause applies at all times prior to publication of the final report.
- 26.7 Where the Contractor wishes to present findings from the Project in the public domain, for example at conferences, seminars, or in journal articles, the Contractor shall notify the Project Manager before any agreement is made with external audiences, to allow the Department time to consider the request. The Contractor shall only present findings that will already be in the public domain at the time of presentation, unless otherwise agreed with the Department. This clause applies at all times prior to publication of the final report.

End of Schedule Three

Schedule Four - Processing, personal data and data subjects

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

1. The contact details of the Controller's Data Protection Officer are: [REDACTED]
[REDACTED] Department for Education, 2 Rivergate, Temple Quay, Bristol, BS1 6EH
2. The contact details of the Processor's Data Protection Officer are: [REDACTED]
[REDACTED] Pearson UK, 80 Strand, London, WC2R 0RL
(dataprivacy@pearson.com)
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.

Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Department for Education (DFE) is the Data Controller.
Subject matter of the processing	The processing is needed to ensure that the Contractor can effectively deliver the TIMSS 2023 study in England.
Duration of the processing	September 2021 – December 2025
Nature and purposes of the processing	[REDACTED]
	[REDACTED]
	[REDACTED]

	<div data-bbox="577 219 1426 510" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="577 537 1414 887" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="577 913 1394 1151" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="577 1178 1382 1303" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="577 1330 1398 1559" data-label="Text"><p>[REDACTED]</p></div> <div data-bbox="577 1585 1385 1733" data-label="Text"><p>[REDACTED]</p></div>
Type of Personal Data being processed	Types of personal data: forename, surname, date of birth, gender, email address, education background, prior attainment data, ethnicity, employment history, family background (e.g FSM)

Categories of Data Subject	School staff including teachers, headteachers, ICT coordinators, school administrators and students
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Following project completion (by December 2025), all data will be deleted from the Pearson and subcontractor servers and securely transferred to the DfE.

End of Schedule Four

Schedule Five - Contractor's proposal (not attached)

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