



## Department for Education

**CONTRACT FOR 'STRATEGIES FOR SUCCESS – WOMEN'S EXPERIENCES OF SELECTION  
AND ELECTION IN UK PARLIAMENT'  
PROJECT REFERENCE NO: 2017/097**

This Contract is dated 22 March 2018

### **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) The Fawcett Society whose registered office is Unit 222 , Southbank House , Black Prince Road, London, SE1 7SJ ("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 2017/097.

### **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 18 July 2018.

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1. Interpretation

1.1 In this Contract the following words shall mean:-

"the Project"	the project to be performed by the Contractor as described in Schedule One;
"the Project Manager"	Carolyn O'Connor, 6 <sup>th</sup> Floor Sanctuary Buildings, Great Smith Street, London SW1P 3BT [REDACTED]
"the Contractor"	The Fawcett Society, its employees (permanent and temporary) and all agents, consultants and sub-contractors engaged by the Fawcett Society to carry out tasks directly related to the Project
"the Contractor's Project Manager"	[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;
"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;
"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;
"Crown Body"	any department, office or agency of the Crown;
"Data"	means all data, information, text, drawings, diagrams, images or sound embodied in any electronic or tangible medium, and which are supplied or in respect of which access is granted to the Contractor by the Department pursuant to this Contract, or which the Contractor is required to generate under this Contract;
"Data Controller"	shall have the same meaning as set out in the Data Protection Act 1998;
"Data Processor"	shall have the same meaning as set out in the Data Protection Act 1998;
"Data Protection Legislation"	the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
"Data Subject"	shall have the same meaning as set out in the Data Protection Act 1998;
"Department Confidential Information"	all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Department, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;

"Department Data"	<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> <p>(ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or</p> <p>(b) any Personal Data for which the Department is the Data Controller;</p>
"Effective Date"	the date on which this Contract is signed by both parties;
"Environmental Information Regulations"	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations;
"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;
"ICT"	information and communications technology;
"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).
"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;
"Original Copyright Work"	means the first Copyright Work created in whatever form;
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;

"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;
"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;
"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;
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.

1.2 References to "Contract" mean this contract (and include the Schedules). References to "Clauses" and "Schedules" mean clauses of and schedules to this Contract. The provisions of the Schedules shall be binding on the parties as if set out in full in this Contract.

1.3 Reference to the singular include the plural and vice versa and references to any gender include both genders. References to a person include any individual, firm, unincorporated association or body corporate.

**SCHEDULE ONE****1 BACKGROUND**

2018 marks the centenary of women's suffrage, but also the centenary of the Parliament (Qualification of Women) Act, giving women the right to stand as Parliamentary candidates. These milestones will be marked with celebratory events, but they also provide an opportunity to take stock of women's representation in the UK and develop actions to drive momentum on gender parity.

As of the 2017 General Election, women make up 32% of MPs (208). Women's representation varies across all of the political parties (e.g. Labour is 45%, Conservative is 21%, SNP is 34% and Lib Dem is 33%), but there is agreement from all that the UK should be working towards a gender-balanced Parliament no matter what political parties' individual starting points are. Projections vary, but at the current rate, women may not reach parity for at least another 45 years.

This research, alongside a separately commissioned evidence review, will provide political parties with an information document produced by the Government Equalities Office (GEO) on the barriers (both constrained and unconstrained) and opportunities to increase the numbers of women selected as candidates, and elected at future general elections. This document is scheduled to be launched at a large event in July 2018 with women MPs and political parties. This is likely to get lots of media coverage and has therefore set the timetable for the research.

**2 AIM**

The Contractor shall use all reasonable endeavours to understand the career pathways, decision-making and successful strategies of women MPs and aspiring MPs.

The contractor shall explore the experience and strategies of candidates who are able to overcome barriers to political participation and enter parliament. They will seek to identify whether those who are elected share particular career paths or developed/ used particular strategies that facilitated their success.

The contractor shall explore those barriers; from the decision to stand, through selection and to election. Considering the entire process will enable policy makers to identify all the stages where barriers to participation could be removed or overcome.

In order to expand and diversify the pool of women candidates and MPs it is essential to also consider those who do not successfully overcome these barriers. Therefore, the contractor shall also explore the experiences and decision making processes of those women who stand but are not elected and those who make the decision not to stand. The contractor shall use the research activities to consider whether the strategies deployed by these "aspirant" women differ from those who are elected and so enable the Department to ascertain how far particular strategies improve the likelihood of success in political competition. This will also highlight whether these women faced distinct barriers which it may be necessary to challenge or remove to increase the number and diversity of women in Parliament.

The contractor shall compare the experiences of elected women with those of elected men in order to identify where challenges are particular to gender rather than to the political process per se.

### 3 OBJECTIVES

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

- to understand the routes that women take into political careers
- to determine whether men and women take different routes, and whether these occur at different stages in their lives
- to understand the barriers women face to election
- to understand the barriers aspirant women face to selection as party candidates

The contractor shall use all reasonable endeavours to answer the following questions:

- What are the common career pathways women and men take to enter Parliament? (e.g. Local Government, political advisor/party roles, professional careers, business ownership, entrepreneurship)
- What skills, experiences and opportunities did their career pathways offer? Are there common skills, experiences and opportunities to these career pathways?
- Do men and women have different pathways? Or pursue pathways at different stages in their lives?
- What alternative career options did these pathways offer? Did these differ for men and women?
- What are the challenges women face during the selection and election processes? What strategies, decision-making and information do women use to overcome these challenges?
- Who or what influences women to pursue a career in politics e.g., do rolemodels, supporters, or issues of the day influence women to run?
- How do the varying structures and selection processes of political parties influence and impact women's experience of candidate selection and their decisions to stand as Parliamentary candidates?
- Which perceived barriers to women's participation have negatively affected women in practice? (e.g. have access to informal systems of power, the practicalities of balancing parliamentary and family life, and the perception of politics as a male-dominated sphere been issues facing all, or some, women?).
- What are the relative impacts of barriers to participation, also considering constrained choices like childcare or financial status, vs. unconstrained choices like fear of online abuse or lack of confidence etc.
- How does this differ for women who chose to put themselves forward as candidates, compared with those who considered but ultimately decided against this option?

### 4 TASKS

The contractor shall conduct a project that encompasses four main strands.

#### 4.1 Literature review

To ground the project in the existing evidence base, to ensure the final report is accessible and informative for expert and non-expert audiences and to support the creation of interview schedules and discussion guides rooted in the themes found in the literature the contractor shall produce a systematic literature review. This will ensure the project reflects emerging evidence and areas for exploration. Additionally, it will ensure the final report offers an overview of background evidence and context to inform non-specialist readers.

## 4.2 Career mapping of all MPs

The contractor shall use data scraping to gather publically available data, including educational background and previous extra-curricular and political activities. The contractor shall enhance this with an electronic and postal survey facilitating the creation of more detailed career pathways and to map the experience and skills of parliamentarians.

The contractor shall work with Dr Javier Sajuria, Lecturer in Politics at Queen Mary University (or, if Dr Sajuria is unable to complete this task for reasons beyond the control of the Fawcett Society, another academic of appropriate skill and professional standing shall be appointed following discussion with GEO), to develop a data collection process. This will be used to gather publically available data on MPs' career histories, education history, extracurricular and political activities prior to entering Parliament. It will draw on MPs' websites and the Times Guide to the House of Commons 2017.

The contractor shall use topic modelling to "read" the findings to generate themes or clusters of data to explore commonalities and differences across MPs in terms of previous experience. This will allow the contractor to identify overall themes in this data and commonalities and differences across women and men MPs' career pathways, based on the text available.

Topic modelling consists in a collection of statistical models aimed to discover abstract topics from a collection of documents. In particular, the contractor shall use Latent Dirilecht allocation (LDA). LDA tries to find topics within documents and sets of words within those topics. From there, the model "reads" the words in each text – in this case the texts from MPs websites – and finds common topics amongst them. Then, it can show how much each document is associated with a given topic. The topics are given free of interpretation, and represent collections - "bags" - of words, which will be interpreted to describe the concepts behind them.

To enhance this analysis and to overcome the gaps in the publically available data the contractor shall also create a survey targeted at all MPs. This will allow the contractor to delve deeper for a selected sample of MPs and create more complete career paths, identify skills and additional experiences. The contractor shall work to achieve a response rate of at least 50% of women MPs and a similar size sample of men for the career mapping strand. The topic modelling analysis shall include all MPs and the contractor shall seek to generate the highest possible response rate for the survey.

The contractor shall promote the survey through their academic partners and political networks and work with organisations such as the Fabian Women's Network.

The contractor shall use both a postal and electronic survey to maximise the range and number of MPs who respond (with unique participant codes to avoid duplication), drawing on expert academic input to ensure the highest possible rate of return.

The contractor shall dedicate resource to telephone promotion of the survey to members' offices. In particular they shall target participants from underrepresented groups such as those who are BAME, disabled or from a lower socio-economic group.

For this strand of the research the contractor shall work particularly with Professor Rosie Campbell who has used survey extensively in her research.

The contractor shall analyse the findings of the survey to identify career typologies and whether there are particular skill sets or career histories shared by successful candidates and whether these differ for women and men. Where possible the contractor shall seek to

consider differences across the parties enabling party specific policy responses. The analysis will also seek to identify whether the journeys of women MPs with additional protected characteristics differ.

The electronic survey shall be developed by the contractor using Smart Survey.

#### **4.3 Primary research with women and men MPs**

To explore their attitudes to standing for parliament, the barriers they faced and strategies deployed, the contractor shall conduct approximately 50 semi-structured 45 minute interviews with women and men MPs. The contractor shall transcribe and manually analyse the interviews.

The contractor shall use the interviews with women and men MPs to explore in depth individuals' journeys to election. The subject matter will be personal and sensitive. The contractor shall use experienced researchers to build trust and rapport with participants when discussing issues of this sort. In particular the contractor will be guided in the development of our interview schedule by Professor Childs who has used interviews extensively in her work (or, if Professor Childs is unable to complete this task for reasons beyond the control of the Fawcett Society, another academic of appropriate experience and professional standing shall be appointed following discussion with GEO).

The contractor shall work to achieve interviews with 50% women and 50% men and allow a good cross-section of characteristics whilst remaining deliverable within the project timescales. The contractor shall seek to cluster interviews to maximise the efficiency of this stage of the project. The contractor shall deliver interviews in an appropriate location agreed with the MP to ensure they are able to speak freely and in privacy. This will usually be in Westminster. Some interviews may be conducted by telephone or in another location if more convenient to participants.

The contractor shall refine the final sampling strategy with consideration of the findings of the career mapping strand of the project. However, given the time demands on members of parliament and the time required to conduct this number of interviews the contractor shall begin the process of inviting participants as early as possible, using a phased approach to sampling.

The contractor shall seek interviews with members of all 7 parties that take their seats in Parliament, with focus on the five largest parties (Conservatives, Labour, Scottish Nationalist Party, Liberal Democrats, and Democratic Unionist Party). In addition, the contractor's recruitment of women MPs will target:

- BAME MPs. BAME MPs make up 8% of MPs overall, 13% of women MPs and 6% of men MPs, the contractor will seek to over represent them in the sample to explore the particular challenges faced by BAME women.
- Caring responsibilities
- LGBT MPs
- MPs with disabilities

The contractor shall seek to recruit a mix of

- Educational backgrounds (privately and non-privately educated, graduates and non-graduates)

- Safe and marginal seats
- Second party competitor
- Candidate age

The contractor will match male MPs as far as possible according to these characteristics.

The contractor shall conduct a second phase of sampling and recruitment to ensure representation from a range of career pathways drawing on the findings of the career mapping strands. The nature of this will depend on what emerges from the research but might include, those with public and private sector backgrounds, business owners, those with campaigns or NGO background, those with previous experience of working politics, those with experience in manual or lower skilled occupations.

The contractor shall focus interviews on MPs elected from 2010.

The contractor shall seek formal support from party networks and party head offices encouraging Members to take part if invited.

The contractor shall ask interviewees to respond to a pre-questionnaire with key details about their background. Where this data has not already been collected the contractor shall ask interviewees to complete the career mapping survey to ensure their responses can be analysed in line with the findings of the first stage of the research.

The contractor shall use the interviews to explore participants' motivation for standing for office, in particular whether women articulate the need to diversify parliament as a driver for their participation. Questions shall address perceptions and expectations of the selection and election processes and whether these were reflected in their actual experience. The contractor will encourage participants to reflect on the sources of support (formal and informal) they drew upon and identify how valuable these were and for men shall explore whether the resources available differ by gender.

The contractor shall use the interviews to draw out the expectations and perceptions of participants of a career in politics and what motivated them to stand and to consider the processes and support offered by the participant's Party – locally and nationally. What were the selection processes for their party, did these support or inhibit participation? The contractor will also encourage participants to reflect on key junctures in their journey to Parliament; were there moments when they reflected on their decision to stand and considered giving up? What were the factors they considered, what made them decide to persist? The interviews will draw out where choices for candidates were constrained by factors such as income and childcare responsibilities. It will also address more subtle forms of constraint such as gendered perceptions of a good leader, social and political pressures to conform to a particular model of being an MP and perceptions of who "belongs" in parliament.

The interviews will explore the skills and career experience the MPs consider to have been most useful in their selection and election process. How had these been developed?

Interviews with women and men will allow for comparison between the experiences of the decision to stand, selection and election process and of strategies deployed. This will facilitate analysis of questions such as whether similar strategies and career pathways reap different outcomes for women and men.

The contractor shall digitally record the interviews transcribe then for qualitative analysis.

The contractor shall code the transcripts and analyse them with Professor Campbell particularly contributing to the final analysis.

**4.4 Primary research with aspirants**

The contractor shall conduct primary research with women who have been selected but not elected, those who have decided against standing and with women who have decided to stand but who have not succeeded in being selected by their party. The contractor shall conduct 12 focus groups with around 100 participants. These will be held in London, Manchester, Belfast and Edinburgh to ensure the research reflects the experiences of those not based in and around Westminster. The contractor shall transcribe the groups and manually analyse them.

The contractor shall use this part of the research to explore the experiences of members of Parliament and aspirants and explore their decision-making processes, barriers faced and strategies used (successfully and unsuccessfully) to identify where Parties and Parliament must make changes.

The contractor shall undertake 12 focus groups, of two hours each with three groups.

- (1) Women who were selected by their party but did not win a seat
- (2) Women involved in formal politics but who have decided against standing
- (3) Women who decided to stand but who were not selected.

Reflecting the strategy used for the primary research with MPs the contractor shall conduct these groups with the Conservative, Labour, Scottish Nationalist, Liberal Democrat and Democratic Unionist Party. This will give insights relevant across the UK and amongst the parties with the greatest potential to increase women's representation at Westminster. It will be necessary to run separate groups for each party to cultivate trust and ensure participants feel able to speak freely about their party.

The contractor shall conduct two of the groups with women from the Labour and Conservative parties who decide to stand but are *not* selected. The contractor shall use these groups to consider whether these women have distinct strategies, skill sets or face particular challenges compared to those who are selected. In this way the contractor shall explore whether parties' selection processes are creating unnecessary barriers to participation or constraining choice.

	<b>Selected but didn't win at election</b>	<b>Decided against standing</b>	<b>Decided to stand but was not selected</b>
<b>Conservative</b>	x	x	X
<b>Labour</b>	x	x	x
<b>Scottish Nationalist Party</b>	x	x	
<b>Liberal Democrats</b>	x	x	
<b>Democratic Unionist Party</b>	x	x	

The contractor shall use a pre-questionnaire to aid with recruitment and create groups that reflect women with different characteristics and prior career paths. In addition this data will ensure the contractor has a strong understanding of the backgrounds, skills and experiences of participants. The contractor shall seek a mix of characteristics associated with particular barriers including a diverse age range, BAME representation, a mix of regions, diverse career pathways.

The contractor shall use the focus groups to consider attitudes of participants to politics at Westminster and whether these encourage or discourage them to participate. The discussion guide will address the motivations for participants' engagement in politics and attitudes to standing for election. For those who have stood for selection the contractor shall explore the challenges they faced, how far they perceived these to be gendered, their decision making and how they attempted to overcome the barriers. The contractor shall test whether strategies and decision making processes differ between women who succeed in their election and those who do not, or whether this aspirant group faces distinct challenges.

The contractor shall encourage participants to discuss the support and processes offered by their parties and how far these enabled or inhibited them on their selection journey. The contractor shall explore key junctures in their engagement – how did they decide to stand, what were the factors and influences, were there moments when they considered to give up? This will facilitate comparison between women who are elected and those who are not.

The contractor shall use the focus groups with women who have decided against standing to explore their motivations for engaging in politics, their expectations of political activism and whether these were realised. Through these groups the contractor will test whether there are common themes in their reasons for disengaging and whether they face distinct barriers and constraints to those who decide to stand and whether they used similar strategies. Are the barriers to standing particular to some women or are some better able to respond to those challenges? Do strategies consistently reap benefits to aspirants or do they benefit some more than others. Understanding the attitudes and experiences of this group will allow policy makers to consider interventions that might increase the supply and diversity of women candidates.

The contractor will use its strong networks to promote participation in the focus groups (e.g. with organisations such as Women2Win, Labour Women's Network, Fabian Women's Network, Liberal Democrats Future Women MPs programme) and shall work with Professor Yvonne Galligan of Queens University Belfast to extend their reach into Northern Irish networks.

In addition the contractor will use snowballing, identifying key contacts in or related to the research target groups to spread the word amongst these networks.

The contractor shall seek to secure at least 12 agreements to attend each group to get at least 8 people to participate (allowing for drop outs).

The contractor shall hold the focus groups in London, Manchester, Belfast and Edinburgh to maximise the participation of women from across the UK and who are not based in Westminster.

The contractor shall offer reasonable refreshments to participants but will not in the majority of cases seek to use incentives. The contractor shall consider, in discussion with the Department, using incentives of up to £30 per person for the groups with women who made the decision not to stand. The contractor will either return or not draw down this funding as the Department prefers.

The contractor shall conduct the Belfast focus groups using a Research Assistant who is Northern Ireland based with supervision from Professor Galligan. This will ensure the facilitator has appropriate local knowledge and will support value for money by avoiding travel and subsistence costs. The delivery of focus groups in London will incur no travel or subsistence costs. The contractor shall seek to deliver the groups in Manchester together to minimise travel costs. The contractor will always seek to travel off peak to minimise costs and use budget accommodation if an overnight stay is required.

### 3 Outputs

The contractor shall deliver an interim and final report/document on the career pathways of women MPs and comparisons with men MPs and addressing the research questions outlined above, and any tools developed during the conduct of the research (e.g. topic guides, a mapping tool).

The contractor shall synthesise the findings of all four strands of the work to create a robust, accessible final report with specific findings about

- The strategies that support women's selection and election
- The barriers that persist for women
- The points where parties and other institutions could intervene or make reforms to increase supply and demand of women candidates.

The contractor shall deliver a summary of interim findings for officials to present to Ministers by 5pm 31 May 2018.

The final report shall be high quality, accessible and engaging, bringing together the analysis of each of the project strands. The report shall be well-structured, succinct, written in Plain English and suitable for a non-specialist policy audience. The contractor shall agree all outputs in advance in writing (for example, report outline and structure before drafting). The final report should include a short executive summary (max 4 pages) and the final report should not exceed 40 pages excluding appendices. Where possible, the text should be supported by appropriate figures, charts and tables. The report shall be written to publication standard. The department attaches great importance to the timely delivery of findings.

The contractor shall thoroughly proof-read the draft and final report prior to submission to the department and must meet DfE standards of reporting and accessibility outlined in the formatting guide, and use the approved DfE template <https://www.gov.uk/government/publications/research-reports-guide-and-template>.

DfE/GEO policy officials and analysts will need the opportunity to comment on and agree the final report. The final draft of the report will need to be signed off by a senior analyst in the Department for Education – in this case, the Deputy Head of Profession for Social Research.

The report will include infographics which can be used independently to engage wider, non-Westminster audiences and animate the research findings.

The contractor shall work with the Department to generate a media strategy for the final report. Alongside Fawcett's media agency Fresh, the contractor shall identify key lines and angles to engage target audiences.

The contractor shall create up to 10 infographics for the research to be disseminated on

social media.

**SCHEDULE OF WORK**

Task	Output	Date Required
Literature review		
Career Mapping		
Primary research - MPs		
Primary research – aspirants		
Interim findings		
Draft report		
Final report		
Media/dissemination strategy		

**5 METHODOLOGY**

**Consent**

The contractor shall ask all participants in primary research (survey, interviews and focus groups) to sign a consent form to ensure they understand the purpose of the research, how their data will be used and their right to withdraw. That form will outline:

- That the research is being undertaken to understand the career paths and experiences of women and men in standing for or considering standing for parliament in order to support work to increase women's representation.
- The research is being conducted on behalf of the Department for Education
- That they have the right to withdraw at any time
- That data will be anonymised

**Data security**

The subject matter of this research is likely to be highly sensitive and often personal. The contractor shall ensure all respondents give informed consent as outlined above. All material shall be gathered on a non-attributable basis, all survey and interview respondents and questionnaire and interview transcripts will be anonymized. Where the presentation of part of a transcript or survey response is considered likely to reveal the identity of the respondent, thereby undermining the anonymity guarantee, the contractor shall obtain permission to reproduce the statement. If this is not forthcoming either the contractor shall remove the relevant statement or the respondent identification from the text.

The contractor shall be fully compliant with the Data Protection Act 1998 and the General Data Protection Regulations.

## 6. STAFFING

### Fawcett Society Roles and Responsibilities

A summary of the roles of key team members is listed below

Team member	Role Summary	Days
Claire Maugham, Project manager	Claire will undertake project management throughout the duration of the project, monitoring budget and resource and overseeing key delivery dates. She will be a key contact for the GEO.	60
Jemima Olchawski, Head of Policy and Insight	Jemima will take the overall lead on this project ensuring that findings and analysis from each stage is reflected in all outputs. She will promote the research to drive participation using senior Fawcett networks. Jemima will also conduct focus groups as part of the research. Ongoing intellectual engagement will ensure she is well placed to lead on drafting the final report with academic input.	36
Sam Smethers, CEO	Sam will play a role in strategic oversight for the project and using high level networks to promote participation. She will contribute to the final report and analysis. Sam will lead on the dissemination work strand	10.5
Andrew Bazeley, Policy and Insight Manager	Andrew will work with academic partners to develop the survey questions. He will also co-facilitate focus groups	6
Heenali Patel, Communications Officer	Heenali will support promotion of the research through our social media channels. She will play an important role in the dissemination of the final research	4
Prof Rosie Campbell	Prof Campbell will work with work strand leads to shape key research products including the interview schedule, survey questions and focus group discussion guides. She will also collaborate with the Dr Javier Sajuria and the Research Assistant on the analysis of the career mapping and of the qualitative research.	4
Prof Sarah Childs	Prof Childs will work with work strand leads to shape key research products including the interview schedule, survey questions and focus group discussion guides. Prof Childs will run a training session for all interviewers to ensure all interviews are conducted consistently and to offer insights from her prior experience in this area. She will offer ongoing support with interview delivery where needed. She will also play an important role in drafting the final report, feeding in on the structure and overall analysis and commenting on drafts.	5
Prof Yvonne Galligan	Prof Galligan will work with work strand leads to shape key research products including the interview schedule, survey questions and focus	5

	group discussion guides. She offers particular expertise on the DUP participant and she will co-facilitate the DUP focus groups. She will also play an important role in drafting the final report, feeding in on the structure and overall analysis and commenting on drafts.	
Dr Javier Sajuria	Dr Sajuria will undertake the data scraping and topic modelling. He will analyse and write up these findings alongside the results of the survey.	13
Research assistants: Leah Culhane, Jess Smith and Lisa Irvine	Research assistants will conduct the literature review; conduct, analyse and write up MP interviews; and analyse and write up focus groups.	54

The Fawcett Society reserves the right to substitute personnel of an appropriate level of skill, experience and professional standing should any personnel named here or elsewhere in this contract be unable to complete the specified work on this Project for reasons beyond the control of the Fawcett Society.

## 7 STEERING COMMITTEE

The Project Manager shall set up a Steering Committee for the Project, consisting of representatives from the Department, the Contractor, and any other key organisations whom the project will impact on, to be agreed between the parties.

The function of the Steering Committee shall be to review the scope and direction of the Project against its aims and objectives, monitor progress and efficiency, and assess, manage and review expected impact and use of the findings from the Project against an agreed Project Communication Plan, through the standard Department Communication Plan Template.

The Committee shall meet at times and dates agreed by the parties, or in the absence of agreement, specified by the Department. The Contractor's representatives on the Steering Committee shall report their views on the progress of the Project to the Steering Committee in writing if requested by the Department. The Contractor's representatives on the Steering Committee shall attend all meetings of the Steering Committee unless otherwise agreed by the Department.

## 8. RISK MANAGEMENT

Risk	Likelihood	Impact	Net	Mitigation
<b>Staffing</b> Changes in staffing impact on ability to deliver to time	medium	medium	low	We are working with a network of staff and experts enabling us to draw on a wide range of expertise. Our academic partners have strong networks of potential research assistants who can be recruited at short notice if required
Unable to recruit junior research assistant or project manager	low	medium	low	We have dedicated resource in the budget to recruiting these posts and begun the process of identifying potential candidates. We have identified strong networks for recruitment through our academic partners and Fawcett's membership base.
Professor Campbell's participation in two bids generates risk of price collusion	low	high	low	We have declared this as a potential conflict of interest. Prof Campbell will sign a statement confirming she has not shared details of bids or costings between the different bidders. The toles Prof Cambilbell is undertaking in the two roles are distinct. She will act as an advisor for Fawcett and on a consultancy basis for her other bid. Her name was included on both successfully shortlisted EOIs
paper response rate is higher than anticipated and requires additional data entry resource	low	low	low	Resource has been allocated for a high paper response rate. If this is not used for this purpose it will be diverted to promotion of the survey
<b>Resource constraints</b> Low response rate of MPs to survey	Medium	High	medium	The survey will be sent out electronically and in hard copy. MPs will be telephoned to alert them to the survey and to promote participation. We will work with party networks and influencers to promote participation. We will ensure prompt dissemination to allow time for promotion and follow up

Scheduling meetings with MPs is more time intensive than project allows for	medium	high	medium	We have allowed lots of time for this and will begin immediately to maximise time available. We have budgeted to invest in promotion. We will be able to draw on existing strong relationships with MPs, we will target more MPs than we need to deliver.
Elements of the project are more resource intensive or costly than anticipated impacting on our ability to deliver to budget	low	high	medium	We have planned time required carefully and drawn on input from a range of partners. We have budgeted 10% contingency for unanticipated costs.
<b>Technical constraints</b>				
Topic modelling does not yield useful insights or enable us to create career typologies	low	medium	medium	We are working with Dr Javier Sajuria who is experienced in using these tools to gather and analyse data. This analysis will be enhanced through data collected through the survey to be coded and analysed manually in line with themes identified in the academic literature
<b>data access</b>				
We are not able to access appropriate data sources for career mapping	low	high	low	We are using publically accessible data sources enhanced with a postal and electronic survey
MPs and aspirants are reluctant to share private information	medium	high	medium	We will seek to recruit more participants than required. Participants will be given information in advance of interviews/ focus groups about the purpose of data and who will have access. All data will be anonymised and stored securely. Participants will have the right to withdraw at any time. We will use peers to recruit participants to build trust. Interviewers are experienced in conducting interviews with senior figures on sensitive issues.
Sensitive data is lost or corrupted	low	high	low	All data will be stored securely, and password protected. Data will be anonymised with unique reference codes stored seperately to a schedule of participants.
<b>timing</b>				

<p>Recruitment and scheduling of interviews and focus groups is slow delaying primary research</p>	<p>medium</p>	<p>high</p>	<p>medium</p>	<p>We have structured the project so that recruitment can begin as early as possible and to avoid each stage of primary research being dependent on the other. We have devoted a range of resources to promoting and recruiting for primary research. This includes Chief Executive and Head of Policy and Insight time to promote through senior networks and junior research assistant time to promote through calls and emails to MPs.</p>
<p>management and operational issues Pressure on staff time with other competing demands</p>	<p>medium</p>	<p>high</p>	<p>medium</p>	<p>Our proposal included investment in additional personnel. We will prioritise this project and reprofiling other projects that do not have hard deadlines. Additional resource can be moved within the organisation from lower priority projects. The Ehad of Policy and Insight will have no competing time critical projects.</p>

## **9 DATA COLLECTION**

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

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

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

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

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

## **10. CONSENT ARRANGEMENTS**

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

## **11. PROJECT COMMUNICATION PLAN**

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

End of Schedule One

**SCHEDULE TWO****1 Eligible expenditure**

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

**Table**

<b>Project Milestone</b>	<b>Payment Amount</b>	<b>Payment Date</b>
PHASE 1: Start-up payment of 25% of total staff and project costs, to cover upfront costs incurred by the Contractor		
PHASE 2: Completion of all four research strands (literature review, career mapping, primary research with MPs, primary research with aspirants); delivery of interim report		
PHASE 3: Delivery of draft final report, final report and media/dissemination plan		

Expenditure for the financial year 2017-2018 shall not exceed £23,091.41 exclusive of VAT.  
Expenditure for the financial year 2018-2019 shall not exceed £69,274.24 exclusive of VAT.

Total Project expenditure shall not exceed £92,365.65 exclusive of VAT.

- 2 The allocation of funds in the Table may not be altered except with the prior written consent of the Department.
- 3 The Contractor shall maintain full and accurate accounts for the Project against the expenditure headings in the Table. Such accounts shall be retained for at least 6 years after the end of the financial year in which the last payment was made under this Contract. Input and output VAT shall be included as separate items in such accounts.
- 4 The Contractor shall permit duly authorised staff or agents of the Department or the National Audit Office to examine the accounts at any reasonable time and shall furnish oral or written explanations of the accounts if required. The Department reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Contractor has used the Department's resources in the performance of this Contract.

- 5 Invoices shall be submitted on the invoice dates specified in the Table, be detailed against the task headings set out in the Table and must quote the Department's Order Number. **The Purchase order reference number shall be provided by the department when both parties have signed the paperwork.** The Contractor or his or her nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Contractor on the Projects in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from the Department within the terms of another contract.
- 6 Invoices shall be sent to the **Department for Education, PO Box 407, SSCL, Phoenix House, Celtic Springs Business Park, Newport, NP10 8FZ** and/or by email to **APinvoices-DFE-U@sscl.gse.gov.uk**. Invoices submitted by email must be in PDF format, with one PDF file per invoice including any supporting documentation in the same file. Multiple invoices may be submitted in a single email but each invoice must be in a separate PDF file. The Department undertakes to pay correctly submitted invoices within 10 days of receipt. The Department is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Department. Any correctly submitted invoices that are not paid within 30 days may be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998. A correct invoice is one that: is delivered in timing in accordance with the contract; is for the correct sum; in respect of goods/services supplied or delivered to the required quality (or are expected to be at the required quality); includes the date, supplier name, contact details and bank details; quotes the relevant purchase order/contract reference and has been delivered to the nominated address. If any problems arise, contact the Department's Project Manager. The Department aims to reply to complaints within 10 working days. The Department shall not be responsible for any delay in payment caused by incomplete or illegible invoices.
- 7 The Contractor shall have regard to the need for economy in all expenditure. Where any expenditure in an invoice, in the Department's reasonable opinion, is excessive having due regard to the purpose for which it was incurred, the Department shall only be liable to reimburse so much (if any) of the expenditure disallowed as, in the Department's reasonable opinion after consultation with the Contractor, would reasonably have been required for that purpose.
- 8 If this Contract is terminated by the Department due to the Contractor's insolvency or default at any time before completion of the Projects, the Department shall only be liable under paragraph 1 to reimburse eligible payments made by, or due to, the Contractor before the date of termination.
- 9 On completion of the Project or on termination of this Contract, the Contractor shall promptly draw-up a final invoice, which shall cover all outstanding expenditure incurred for the Project. The final invoice shall be submitted not later than 30 days after the date of completion of the Projects.
- 10 The Department shall not be obliged to pay the final invoice until the Contractor has carried out all the elements of the Projects specified as in Schedule 1.
- 11 It shall be the responsibility of the Contractor to ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. Provided that all previous invoices have been duly paid, on due payment of the final invoice by the Department all amounts due to be reimbursed under this Contract shall be deemed

to have been paid and the Department shall have no further liability to make reimbursement of any kind.

End of Schedule Two

## **SCHEDULE THREE**

### **1. Contractor's Obligations**

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

### **2. Department's Obligations**

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

### **3. Changes to the Department's Requirements**

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

### **4. Management**

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

### **5. Contractor's Employees and Sub-Contractors**

- 5.1. Where the Contractor enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.
- 5.2. The Contractor shall take all reasonable steps to satisfy itself that its

employees or any approved sub-contractors (or their employees) are suitable in all respects to perform the Project.

- 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 and Copyright**

- 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 licence without payment of royalty or other sum by the Department in the Copyright to:
  - 6.2.1 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 exercise all rights of a similar nature as those described in Clause 6.1 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. Each party will at the request and reasonable expense of the other execute all

such documents and do all such acts as may be reasonably necessary in order to vest in the other the rights granted to the other under this Clause 6.

**7. Data Protection Act**

- 7.1 With respect to the parties' rights and obligations under this Contract, the parties agree that the Department is the Data Controller and that the Contractor is the Data Processor. For the purposes of this Clause 7, the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Process" and "Processing shall have the meaning prescribed under the DPA.
- 7.2 The Contractor shall:
- 7.2.1 Process the Personal Data only in accordance with instructions from the Department (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by the Department to the Contractor during the period of the Contract);
  - 7.2.2 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by law or any Regulatory Body;
  - 7.2.3 Implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
  - 7.2.4 Take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;
  - 7.2.5 Obtain prior written consent from the Department in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;
  - 7.2.6 Ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause 7;
  - 7.2.7 Ensure that none of Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Department;
  - 7.2.8 Notify the Department within five Working Days if it receives:
    - 7.2.8.1 a request from a Data Subject to have access to that person's Personal Data; or
    - 7.2.8.2 a complaint or request relating to the Department's obligations under the Data Protection Legislation;
  - 7.2.9 Provide the Department with full cooperation and assistance in relation to any complaint or request made, including by:

- 7.2.9.1 providing the Department with full details of the complaint or request;
- 7.2.9.2 complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Department's instructions;
- 7.2.9.3 providing the Department with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Department); and
- 7.2.9.4 providing the Department with any information requested by the Department;
- 7.2.10 Permit the Department or the Department's Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Contractor's data processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Department to enable the Department to verify and/or procure that the Contractor is in full compliance with its obligations under this Contract;
- 7.2.11 Provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Department); and
- 7.2.12 Not Process or otherwise transfer any Personal Data outside the European Economic Area. If, after the Commencement Date, the Contractor (or any Sub-contractor) wishes to Process and/or transfer any Personal Data outside the European Economic Area, the following provisions shall apply:
  - 7.2.12.1 the Contractor shall submit a request for change to the Department which shall be dealt with in accordance with any Change Control Procedure.
  - 7.2.12.2 the Contractor shall set out in its request for change details of the following:
    - (a) the Personal Data which will be Processed and/or transferred outside the European Economic Area;
    - (b) the country or countries in which the Personal Data will be Processed and/or to which the Personal Data will be transferred outside the European Economic Area;
    - (c) any Sub-contractors or other third parties who will be Processing and/or transferring Personal Data outside the European Economic Area; and
    - (d) how the Contractor will ensure an adequate level of protection and adequate safeguards (in accordance with the Data Protection Legislation and in particular so as to ensure the Department's compliance with the

Data Protection Legislation) in respect of the Personal Data that will be Processed and/or transferred outside the European Economic Area;

7.2.12.3 in providing and evaluating the request for change, the parties shall ensure that they have regard to and comply with then-current Department, Government and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing and/or transfers of Personal Data outside the European Economic Area and/or overseas generally; and

7.2.12.4 the Contractor shall comply with such other instructions and shall carry out such other actions as the Department may notify in writing, including:

(a) incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) in this Contract or a separate data processing agreement between the parties; and

(b) procuring that any Sub-contractor or other third party who will be Processing and/or transferring the Personal Data outside the European Economic Area enters into a direct data processing agreement with the Authority on such terms as may be required by the Department, which the Contractor acknowledges may include the incorporation of standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation).

7.3 The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Department to breach any of its applicable obligations under the Data Protection Legislation.

## **8. Department's Data**

8.1 The Contractor shall employ appropriate organisational, operational and technological processes and procedures to keep the Department's Data safe from unauthorised use or access, loss, destruction, theft or disclosure. The organisational, operational and technological processes and procedures adopted are required to comply with the requirements of ISO/IEC 27001 as appropriate to the services being provided to the Department.

8.2 The Contractor shall not delete or remove any proprietary notices contained within or relating to the Department's Data.

8.3 The Contractor shall not store, copy, disclose, or use the Department's Data except as necessary for the performance by the Contractor of its obligations under this Contract or as otherwise expressly authorised in writing by the Department.

- 8.4 To the extent that the Department's Data is held and/or processed by the Contractor, the Contractor shall supply that the Department's Data to the Department as requested by the Department in the format specified by the Department.
- 8.5 The Contractor shall take responsibility for preserving the integrity of the Department's Data and preventing the corruption or loss of the Department's Data.
- 8.6 The Contractor shall ensure that any files containing the Department's Data are stored on the Contractor's secure servers and/or secured IT equipment. The Contractor shall ensure that the Department's Data relating to the project is segregated from other data on their IT systems.
- 8.7 The Contractor shall not keep the Department's Data on any laptop or other removable drive or device unless that laptop, other removable drive or device is protected by being fully encrypted and password protected, and the use of the device or laptop is necessary for the provision of the services set out in the Contract. Laptops should have full disk encryption using either a CERG (Communications Electronic Security Group) CAPS approved product or alternatively a product that complies with the FIPS 140-2 Standard. USB devices used for transferring the Department's Data should be encrypted to the FIPS 140-2 Standard.
- 8.8 The Contractor shall keep an audit trail of where the Department's Data is held, including hardware, laptops, drives and devices.
- 8.9 The Contractor shall ensure that the Department's Data is stored in locked cabinets.
- 8.10 The Contractor shall ensure that the Department's Data is securely removed from their systems and any printed copies securely destroyed at the end of this work, or on termination of the contract. In complying with this clause, electronic copies of the Department's Data shall be securely destroyed by either physical destruction of the storage media or secure deletion using appropriate electronic shredding software, using a minimum setting of US DOD overwriting standard (7 passes). Any hard copy shall be destroyed by cross-cut shredding and secure re-cycling of the resulting paper waste.
- 8.11 The Contractor shall perform secure back-ups of all the Department's Data and shall ensure that up-to-date back-ups are stored off-site. The Contractor shall ensure that such back-ups are available to the Department at all times upon request.
- 8.12 The Contractor shall ensure that any of the Department's Data to be sent between the Contractor's offices/staff, and/or the sub-contractors, and/or any other third party are sent by CD or DVD and are fully encrypted and password protected. The Contractor shall ensure that the password for files is sent separately from the data to the named recipient of the data. The Department's Data shall be transferred by a secure courier or registered postal service (special delivery) and not by e-mail or on USB pens.
- 8.13 If the Department's Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Department may:

8.13.1 require the Contractor (at the Contractor's expense) to restore or procure the restoration of the Department's Data shall do so as soon as practicable and/or

8.13.2 itself restore or procure the restoration of the Department Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so.

8.14 If at any time the Contractor suspects or has reason to believe that the Department's Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Department immediately and inform the Department of the remedial action the Contractor proposes to take.

## **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; or
  - 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; or
  - 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; or
- 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; or
- 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; or
- 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; or
- 10.4.10. the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to disclose any serious misrepresentation in supplying information required by the 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 Contractors employees.

**15. Transfer of Responsibility on Expiry or Termination**

- 15.1 The Contractor shall, at no cost to the Department, promptly provide such assistance and comply with such timetable as the Department may reasonably require for the purpose of ensuring an orderly transfer of responsibility upon the expiry or other termination of this Contract. The Department shall be entitled to require the provision of such assistance both prior to and, for a reasonable period of time after the expiry or other termination of this Contract.
- 15.2 Such assistance may include (without limitation) the delivery of documents and data in the possession or control of the Contractor which relate to this Contract, including the documents and data, if any, referred to in the Schedule.
- 15.3 The Contractor undertakes that it shall not knowingly do or omit to do anything that may adversely affect the ability of the Department to ensure an orderly transfer of responsibility.

**16. Amendment and variation**

- 16.1 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.

**17. Assignment and Sub-contracting**

17.1 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.

**18. The Contract (Rights of Third Parties) Act 1999**

18.1 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.

**19. Waiver**

19.1 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.

**20. Notices**

20.1 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.

**21. Dispute resolution**

21.1 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.

21.2 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.

21.3 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.

**22. Law and Jurisdiction**

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

**23. Recycled Paper**

23.1 The Contractor shall ensure that all paper used in the production of reports,

documents and other materials arising out of the performance by the Contractor of their duties under this Contract consists of a minimum of sixty-per-cent recycled content of which seventy-five per cent is post-consumer waste.

**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:  
<http://www.education.gov.uk/researchandstatistics/research/newprojects/a0069299/new-research-projects>
- 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.

- 26.2 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.
- 26.3 Where the Contractor wishes to issue a Press Notice or other publicity material containing findings from the Project, notification of plans, including timing and drafts of planned releases shall be submitted by the Contractor to the Project Manager at least three weeks before the intended date of release and before any agreement is made with press or other external audiences, to allow the Department time to comment. All Press Notices released by the Department or the Contractor shall state the full title of the research report, and include a hyperlink to the Department's research web pages, and any other web pages as relevant, to access the publication/s. This clause applies at all times prior to publication of the final report.
- 26.4 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

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

Authorised to sign for and on  
behalf of the Contractor

**Signature**

[REDACTED]

**Signature**

[REDACTED]

**Name in CAPITALS**

[REDACTED]

**Name in CAPITALS**

S. Smethers

**Position and Address**

Policy Advisor

**Position and Address**

Chief Executive

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SE1 7SJ

**Date**

23/03/2018

**Date**

22/03/2018

