



**CONTRACT FOR OPPORTUNITY AREAS PLACE BASED EVALUATION
PROJECT REFERENCE NO: DFERPPU/20-21/012**

This Contract is dated **28/10/2020**.

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) National Centre for Social Research (**NATCEN**) whose registered office is 35 Northampton Sq. London, EC1V 0AX ("the Contractor").

Recitals

The Contractor has agreed to undertake the Project on the terms and conditions set out in this Contract. The Department's reference number for this Contract is **DFERPPU/20-21/012**.

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 **31/01/2022**

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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;
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"the Project Manager" [REDACTED], Sanctuary Buildings, Great Smith Street, London, SW1P 3BT, 07557601610

[REDACTED]
"the Contractor's Project Manager" [REDACTED], 35 Northampton Sq. London, EC1V 0AX,
[REDACTED]

"the Act and the Regulations" means the Copyright Designs and Patents Act 1988 and the Copyright and Rights in Databases Regulations 1997;

"Affiliate" in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;

"BPSS" means the Government's HMG Baseline Personal Security Standard . Further information can be

"Baseline Personnel Security Standard" found at:
<https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>;

"CC" the Common Criteria scheme provides assurance
"Common Criteria" that a developer's claims about the security features of their product are valid and have been independently tested against recognised criteria;

"CCP" is a NCSC scheme in consultation with

"Certified Professional" government, industry and academia to address growing need for specialists in the cyber security profession and building a community of recognised professionals in both the UK public and private sectors. See website:
<https://www.ncsc.gov.uk/scheme/certified-professional>;

"CCSC" is NCSC's approach to assessing the services
"Certified Cyber Security Consultancy" provided by consultancies and confirming that they meet NCSC's standards. This approach builds on the strength of CLAS and certifies the competence of suppliers to deliver a wide and complex range of cyber security consultancy services to both the public and private sectors. See website:
<https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy>;

"Commercially Sensitive Information" information of a commercially sensitive nature relating to the Contractor, its IPR or its business or which the Contractor has indicated to the Department that, if disclosed by the

Department, would cause the Contractor significant commercial disadvantage or

"Confidential Information"

material financial loss;
means all information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including but not limited to information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party and commercially sensitive information which may be regarded as the confidential information of the disclosing party;

"Contracting Department"

any contracting authority as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than the Department;

"Contractor Personnel"

all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;

"Contractor Software"

software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services;

"Control"

means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "**Controls**" and "**Controlled**" shall be interpreted accordingly;

"Controller"

take the meaning given in the GDPR;

"Copyright"	means any and all copyright, design right (as defined by the Act) and all other rights of a like nature which may, during the course of this Contract, come into existence in or in relation to any Work (or any part thereof);
"Copyright Work"	means any Work in which any Copyright subsists;
"CPA"	is an 'information assurance scheme' which
"Commercial Product Assurance" [formerly called "CESG Product Assurance"]	evaluates commercial off the shelf (COTS) products and their developers against published security standards. These CPA certified products Can be used by government, the wider public sector and industry. See website: https://www.ncsc.gov.uk/scheme/commercial-productassurance-cpa;
"Crown Body"	any department, office or agency of the Crown;
"Cyber Essentials"	Cyber Essentials is the government backed,
"Cyber Essentials Plus"	industry supported scheme to help organisations protect themselves against common cyber-attacks. Cyber Essentials and Cyber Essentials Plus are levels within the scheme;
	There are a number of certification bodies that can be approached for further advice on the scheme; the link below points to one of these providers https://www.cyberessentials.ncsc.gov.uk/gettingcertified/#what-is-an-accreditation-body
"Data"	means all data, information, text, drawings, diagrams, images or sound embodied in any electronic or tangible medium, and which are supplied or in respect of which access is granted to the Contractor by the Department pursuant to this Contract, or which the Contractor is required to generate under this Contract;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
"Data Protection Officer"	take the meaning given in the GDPR;

"Data Subject"	take the meaning given in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Department Confidential Information"	all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Department, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;
"Department's Data"	is any data or information owned or retained
"Department's Information"	in order to meet departmental business objectives and tasks, including: <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (i) supplied to the Contractor by or on behalf of the Department; or (ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which the Department is the Controller;
"DfE"	means the Department for Education;
"Department"	
"Department Security Standards"	means the Department's security policy or any standards, procedures, process or specification for security that the Contractor is required to deliver;
"Digital Marketplace/GCloud"	means the Digital Marketplace is the online framework for identifying and procuring cloud technology and people for digital projects;
"DPA 2018"	Data Protection Act 2018;
"Effective Date"	the date on which this Contract is signed by both parties;
"End User Devices"	means the personal computer or consumer devices that store or process information.

"Environmental Information Regulations"	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such regulations;
"FIPS 140-2"	this is the Federal Information Processing Standard (FIPS) Publication 140-2, (FIPS PUB 140-2), entitled 'Security Requirements for Cryptographic Modules'. This document is the de facto security standard used for the accreditation of cryptographic modules;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);
"Good Industry Practice"	means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector;
"Industry Good Practice"	
"Good Industry Standard"	means the implementation of products and solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector;
"Industry Good Standard"	
"GSC" "GSCP"	means the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at: https://www.gov.uk/government/publications/government-security-classifications ;
"HMG"	means Her Majesty's Government;
"ICT"	means Information and Communications Technology (ICT) used as an extended synonym for Information Technology (IT), used to describe the bringing together of enabling technologies used to deliver the end-to-end solution;
"ICT Environment"	the Department's System and the Contractor System;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Intellectual Property Rights"	means patents, trade marks, service marks, design (rights whether registerable or otherwise), applications for any of the foregoing, know-how, rights protecting databases, trade or business names and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom);

"ISO/IEC 27001" "ISO 27001"	is the International Standard describing the Code of Practice for Information Security Controls;
"ISO/IEC 27002" "ISO 27002"	is the International Standard describing the Code of Practice for Information Security Controls;
"IT Security Health Check (ITSHC)"	means an assessment to identify risks and vulnerabilities in systems, applications and
"IT Health Check (ITHC)"	networks which may compromise the
"Penetration Testing"	confidentiality, integrity or availability of information held on the IT system;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Need-to-Know"	the Need-to-Know principle is employed within HMG to limit the distribution of classified information to those people with a clear 'need to know' in order to carry out their duties;
"NCSC"	The National Cyber Security Centre (NCSC) formerly CESG Is the UK government's National Technical Authority for Information Assurance. The NCSC website is http://www.ncsc.gov.uk ;
"OFFICIAL"	the term 'OFFICIAL' is used to describe the
"OFFICIAL SENSITIVE"	baseline level of 'security classification' described within the Government Security Classification Policy (GSCP) which details the level of protection to be afforded to information by HMG, for all routine public sector business, operations and services.
	the 'OFFICIAL-SENSITIVE' caveat is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen or published in the media, as described in the Government Security Classification Policy;
"Original Copyright Work"	means the first Copyright Work created in whatever form;
"Personal Data"	take the meaning given in the GDPR;
"Personal Data Breach"	take the meaning given in the GDPR;
"Processor"	take the meaning given in the GDPR;

"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
"RBAC"	
"Role Based Access Control"	means Role Based Access Control. A method of restricting a person's or process' access to information depending on the role or functions assigned to them.
"Regulatory Bodies"	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Department and "Regulatory Body" shall be construed accordingly;
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"Secure Sanitisation"	means the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level. NCSC Guidance can be found at: https://www.ncsc.gov.uk/guidance/secure-sanitisationstorage-media The disposal of physical documents and hardcopy materials advice can be found at: https://www.cpni.gov.uk/secure-destruction ;
"Security and Information Risk Advisor"	the Security and Information Risk Advisor (SIRA)
"SIRA"	is a role defined under the NCSC Certified "CCP SIRA" Professional (CCP) Scheme. See also: https://www.ncsc.gov.uk/articles/about-certified-professional-scheme ;
"SPF"	
"HMG Security Policy Framework"	This is the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government's Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently and securely. https://www.gov.uk/government/publications/security-policy-framework ;
"Staff Vetting Procedures"	the Department's procedures and departmental policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential

	nature or the handling of information which is subject to any relevant security measures, including, but not limited to, the provisions of the Official Secrets Act 1911 to 1989;
"Sub-Contractor"	the third party with whom the Contractor enters into a Sub-contract or its servants or agents and any third party with whom that third party enters into a Sub-contract or its servants or agents;
"Sub-processor"	any third Party appointed to process Personal Data on behalf of the Contractor related to this Contract;
"Third Party Software"	software which is proprietary to any third party [other than an Affiliate of the Contractor] which is or will be used by the Contractor for the purposes of providing the Services, and
"Work"	means any and all works including but not limited to literary, dramatic, musical or artistic works, sound recordings, films, broadcasts or cable programmes, typographical arrangements and designs (as the same are defined in the Act) which are created from time to time during the course of this Contract by the Contractor or by or together with others at the Contractor's request or on its behalf and where such works directly relate to or are created in respect of the performance of this Contract or any part of it;
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.

- 1.2 References to "Contract" mean this contract (and include the Schedules). References to "Clauses" and "Schedules" mean clauses of and schedules to this Contract. The provisions of the Schedules shall be binding on the parties as if set out in full in this Contract.
- 1.3 Reference to the singular include the plural and vice versa and references to any gender include both genders. References to a person include any individual, firm, unincorporated association or body corporate.

SCHEDULE ONE

1 BACKGROUND

In October 2016 the Secretary of State for Education announced a new social mobility package. At the heart of this strategy is the Opportunity Areas programme, a targeted threeyear, £72 million support programme aimed at improving the life chances of young people in 12 local areas which typically face entrenched and widespread social, economic and cultural challenges. The first six Opportunity Areas announced in October 2016 were Oldham, North Yorkshire Coast, Derby, Norwich, West Somerset and Blackpool. In January 2017, a further six Opportunity Areas were announced: Stoke-on-Trent, Doncaster, Ipswich, Fenland and East Cambridgeshire, Hastings and Bradford. Nine of the 12 OAs are located in urban areas while three are located in rural areas. Of the 12, four OAs are located in coastal regions. An £18 million extension to the Opportunity Area programme was announced in

November 2019. Year 4 of the Opportunity Areas programme will focus on supporting young people following the Covid Pandemic as well as working towards the original priorities set out in delivery plans. Year 4 will also build on previous years learning whereby each of the 12 areas will 'twin' with places facing similar challenges to help unleash the potential among young people in other parts of the country.

The OA programme covers diverse geographical contexts (including rural, coastal, urban) with varying local systems and different socio-economic, cultural and governance infrastructures. Contextual factors and challenges are likely to inform programme implementation, progress and outcomes, and may be common across OA. This evaluation will provide in-depth understanding of progress in different OA and draw out learning across the areas on the strengths and challenges of adopting a place-based approach to tackling educational issues.

2 AIMS AND OBJECTIVES

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

1. To provide an objective and transparent overview of the programme's delivery and progress over the years 1-4, including key success factors and learnings.
2. To explore a place-based approach to delivery, including how this works on the ground to address key educational challenges - for example by exploring how place influences the programme delivery and solutions to common educational issues across the range of beneficiaries and delivery partners and areas.
3. To explore local challenges different areas face in promoting social mobility, and the effect these have had on the implementation, progress and outcomes and strategies they have developed to overcome these.
4. To examine the potential impact of Covid-19 on the programme's delivery and provide early indications of how the programme in turn is working to support young people following the pandemic.
5. Explore how learnings have been shared and built upon by the programme, including an exploration of the new 'twinning process'.

The contractor will address the following research questions using the methods specified below

	Desk review	Wave 1	Wave 2	Wave 3
Research questions	Existing MI and research	Y1-3 delivery interviews	Y4 delivery interviews	Y4 case studies
Objective - Delivery and progress				

1. How has the OA programme been delivered to improve educational outcomes and social mobility? What has worked well across the OA?	x	x	x	x
2. To what extent has the OA programme created sustainable change which can ensure activities are maintained beyond the life of the programme funding?		x	x	
3. What have been the key benefits of the approach and key challenges? What lessons can be learnt for future programmes? How have OA shared learning across themselves and more widely?		x	x	
Objective - Place based approach				
4. What influence has place (or locationspecific factors) had on the delivery of OA and implementing solutions to common educational issues in different areas?		x	x	x
5. What have been the key challenges to and key benefits of implementing a place-based programme?		x	x	x
6. What lessons can be learnt for future placebased programmes?		x	x	x
Objective - Covid-19				
7. How has the Covid-19 pandemic affected delivery of the OA programme?		x	x	
8. How is the programme working to support young people during and following the Covid-19 pandemic?		x	x	x
9. What have been the key challenges and lessons learnt?		x	x	
Objective - Twinning				
10. How has twinning been implemented in the OAs?			x	
11. What approaches have been taken to 'twin' and what factors influenced these decisions?			x	
12. What can we say about any early indications of benefits as a result of twinning? E.g., to what extent has "twinning" enabled capacity building and collaborative local partnerships?			x	

4 TASKS AND METHODOLOGY

Research activities

The Contractor is responsible for the success and delivery of the following research activities. The Contractor shall ensure that interviews (or focus groups) will last up to 60 minutes. Topic guides will be developed for each participant group. Topic guides for all participants groups and all phases should be agreed with DfE before corresponding fieldwork is conducted.

SCHEDULE OF WORK Wave 1 data collection – reflecting back on Years 1 to 3

Task	Output	Date Required
Evaluation inception meeting	To review and fine tune the evaluation proposal and methodological approach Revised timetable Plans for updates/communication from contractors	
Desk review of literature, existing and previous placebased research	Understanding of place and OA programme stakeholder governance	
Develop research topic guides and evaluation tools	Interview topic guides developed by supplier and signed off by DfE	
Familiarisation interviews with OA single point of contact (SPOC) or a strategic lead	12 interviews with the OA SPOC (one per OA)	
Interviews with delivery partners	24 interviews with OA delivery partners (two per OA)	
Interviews with frontline professional beneficiaries	36 Interviews with professional beneficiaries (2-3 per OA)	
Interviews with young people and parents	48 interviews with young people and parents (2-4 interviews (or one small focus group and two interviews), in each OA)	

Wave 2 data collection – Year 4 delivery and implementation of area ‘twinning’ (the here and now, and looking ahead)

Task	Output	Date Required
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Development of research topic guides for SPOC and for twinned interviews	SPOC topic and twin topic guide constructed and signed off	
Interviews with OA single point of contact (SPOC) or a strategic lead:	One 60 minute interview in each OA, 12 in total.	
Interview with key lead in 'twinned areas'	One 60 minute interview in each twinned area, 12 in total.	

Wave 3 deep-dive case studies – Year 4 delivery

A fieldwork review will take place in February/March 2021. The Department (in consultation with the contractor) will decide whether face to face fieldwork should proceed. It is possible that due to Covid-19 disruption that face to face and site visits will not take place. If not, alternatives will be discussed, including how the budget for this element will be re-allocated to non face to face work or not paid (depending on DfE priorities). The costs for face to face (travel, subsistence and overnight stays) will not be paid if work is not conducted face to face

Case study selection will also be discussed at this point. A further review may be necessary in April 2021.

Task	Output	Date Required
Case study research tools developed	Topic guides for professional beneficiaries, parents / Carers, pupils, OA providers and OA twinned partners constructed and signed off by DfE	
Site Visits and Observations	Two day site visits to 6 OA's	
Interviews with OA providers / partners	Interviews across 6 OAs. 12 interviews in total (2 per OA)	
Interviews with parents and young people	Two focus groups or a combination of one focus group and 2-3 paired or individual interviews with parents and/or children and young people engaged with OA support and provision. 12 focus groups in total (2 per OA). Or 6 Focus Groups and 18 interviews.	
Interviews with professional beneficiaries / mental health leads	18 in total (2 – 3 per OA)	

5 Reporting

The contractor shall deliver the following as set out in Reporting Table below:

- An interim report that captures learning from the wave one data collection, which can be shared across the programme.
- Short bullet pointed interim findings following Wave two and three data collections.
- A final published report in DfE's house-style, this will present an overarching picture of the OAs, combining all fieldwork, data collection and analysis. Where possible, the findings will be supplemented with previous data collected and relevant monitoring data.
- Two presentations, to share interim and final findings with Department. Content and format should be relevant for the target audiences.

The delivery of all outputs will be led by [REDACTED] with the support of [REDACTED] and [REDACTED]. All outputs will be quality assured by [REDACTED].

Reporting Table

Report	Detail	Final version required/to be delivered
Formal Interim report(draft)	An interim report that captures learning from the wave one data collection, which can be shared across the programme. To be quality assured and reviewed and signed off by DfE	[REDACTED]
Formal interim report (final version signed off by DfE)	An interim report that captures learning from the wave one data collection, which can be shared across the programme. To be quality assured and reviewed and signed off by DfE	[REDACTED]
Interim presentation	To share learning with DfE. To be quality assured and reviewed and signed off by DfE. Content and format must be relevant for the target audiences.	[REDACTED]
Informal interim report 1	short bullet pointed interim findings following Wave two	[REDACTED]
Informal interim report 2	short bullet pointed interim findings following Wave three	[REDACTED]
Final presentation	To share learning with DfE . To be quality assured, reviewed and agreed by DfE. Content and format must be relevant for the target audiences.	[REDACTED]

Final report	A final publishable report in DfE's house-style, this will present an overarching	
	picture of the OAs, combining all fieldwork, data collection and analysis. Where possible, the findings will be supplemented with previous data collected and relevant monitoring data. To be quality assured, reviewed and agreed by DfE	

The contractor (NatCen) shall endeavour to follow the reporting table. Any deviation from this timetable should be communicated at the earliest reasonable opportunity to DfE, and explicit written agreement given from both parties as per provision 17.1 of the contract.

The contractor (NatCen) shall not be deemed at fault for any reporting delays if the delay is a direct result of delays in information or instructions received from DfE. Any such delays will result in the re-negotiation of the timetable and variation of contract.

The contractor shall deliver drafts in sufficient time to allow time for quality assurance and approval by DfE.

As such the formal interim report and two presentations should be delivered 3 weeks before the date required to allow time for 1 round of comments from DfE and for the supplier to make any necessary changes.

The first draft of the final report should be delivered at least 6 weeks prior to the date stated in the Reporting Table (above) to allow time for at least 2 rounds of comments by DfE and for the supplier to make any necessary changes.

6. STAFFING

Department for Education

	- Opportunity Areas Evaluation Project Manager
	- Senior Research Officer - Opportunity Areas Evaluation
	- Senior Research Officer – Opportunity Areas Evaluation
	- Opportunity Areas Policy Lead (Jobshare)
	- Opportunity Areas Policy Lead (Jobshare)

Natcen

	- Research Director
	- Director of the Centre for Children & Families
	- Senior Researcher
	- Senior Researcher

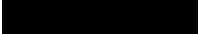
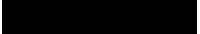


7 STEERING COMMITTEE

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

The Contractor will be accountable for the successful delivery of the evaluation. They will monitor progress regularly against the delivery plan and ensure that all risks and issues are addressed promptly and managed diligently.

Risk	Likelihood	Impact	Contingencies and countermeasures
Timetable slippage/ external delays to timing			<ul style="list-style-type: none"> Resource levels planned to ensure key deadlines can be met Agree detailed timetable at outset so milestones and dependencies are clear Re-deploy resource where possible to minimise impact of delays Agree alternative timescales with DfE from the project to accommodate delays, due to local COVID-19 lockdowns for example

<p>Covid-19 disruption to research e.g. local lockdowns in some research areas, staff absences due to illness and changes to programmes evaluated.</p>			<ul style="list-style-type: none"> Natcen will ensure continual monitoring of restrictions and will update the DfE of risks emerging. Regular communication between Natcen and the DfE on potential for disruption Flexibility of case study selection Fieldwork review in February/March 2021 to determine whether will go ahead with face to face fieldwork as part of case studies. If it does not go ahead as face to face, alternatives will be discussed, including how the budget for this element will be re-allocated to non face to face work or not paid (depending on DfE priorities). The costs for face to face(travel, subsistence and overnight stays) will
			<p>not be paid if work is not conducted face to face</p>
<p>Difficulties engaging local programmes</p>			<ul style="list-style-type: none"> Assign a Senior Researcher as a single point of contact Resource allocated at outset to initiate relationships with local areas Agree protocol with areas early on clearly setting out expectations and responsibilities Keep local programmes informed of progress

Low participation in qualitative research			<ul style="list-style-type: none"> Establish good relationships with local programmes to help with recruitment Clear, engaging communication materials Flexibility in arranging appointments to reduce research burden on participants Clear assurances on confidentiality All activities can be conducted remotely in line with social distancing guidance
Evaluation does not build on existing OA evaluation work leading to potential inefficiencies and poorer quality insights			<ul style="list-style-type: none"> Early activities to familiarise with evaluation work to date Evaluation plan to include consideration of insights from other evaluation work at relevant points
Changes in programme activity means research tools and evaluation plans become inappropriate			<ul style="list-style-type: none"> Agile evaluation approach, able to change content or research approach to reflect changes in activity Close communication with local programmes to understand changes as they arise
Project continuity due to staff illness or changes			<ul style="list-style-type: none"> The Children and Families team has 15 staff who can be bought in at short notice to cover for staff Records of all evaluation communications and activities Formal handover process covering all aspects of research
Reporting and recommendations inaccurate or inappropriate			<ul style="list-style-type: none"> All outputs will be systematically checked. Ellen Broomé (Director) will quality assure reports before sending to DfE Reporting will be grounded in the data,

			charted and analysed using the Framework approach
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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.

Payment Table

Project Milestone	Payment Amount	Payment Date
Completion of wave 1 fieldwork(evidenced by transcription invoice and update from Contractor) Final versions of topic guides used in this wave to be received by this date. Delivery of draft of formal interim report by 30 March 2021.		31 March 2021
Delivery (and sign off by DfE) of formal interim report (final signed off version to be delivered by 16th April 2021)		30 th June 2021 (to be combined with payment below).
Completion of wave 2 fieldwork(evidenced by transcription invoice, update from contractor and bullet findings report) To be completed by 31st May 2021. Final versions of topic guides used in this wave to be received by this date.		30 June 2021
Completion of wave 3 fieldwork (evidenced by transcription invoice, update from contractor and bullet findings report) To be delivered by 31st August 2021. Final versions of topic guides used in this wave to be received by this date		30 September 2021

Completion (and sign off by DfE) of Final Report(final signed off version to be delivered by 15th December 2021)		31 January 2022
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Expenditure for the financial year 2020-2021 shall not exceed [REDACTED] exclusive of VAT.

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

Total Project expenditure shall not exceed [REDACTED] 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 AccountsPayable.OCR@education.gov.uk. Invoices submitted by email must be in PDF format, with one PDF file per invoice including any supporting documentation in the same file. Multiple invoices may be submitted in a single email but each invoice must be in a separate PDF file. The Department undertakes to pay correctly submitted invoices within 10 days of receipt. The Department is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Department. Any correctly submitted invoices that are not paid within 30 days may be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998. A correct invoice is one that: is delivered in timing in accordance with the contract; is for the correct sum; in respect of goods/services supplied or delivered to the required quality (or are expected to be at the required quality); includes the date, supplier name,

contact details and bank details; quotes the relevant purchase order/contract reference and has been delivered to the nominated address. If any problems arise, contact the Department's Project Manager. The Department aims to reply to complaints within 10 working days. The Department shall not be responsible for any delay in payment caused by incomplete or illegible invoices.

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

End of Schedule Two

SCHEDULE THREE

1. Contractor's Obligations

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

2. Department's Obligations

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

3. Changes to the Department's Requirements

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

4. Management

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

5. Contractor's Employees and Sub-Contractors

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

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

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

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

5.2 The Department shall be entitled to withhold payment due under clause 5.1 for so long as the Contractor, in the Department's reasonable opinion, has failed to comply with its obligations to pay any Sub-contractors promptly in accordance with clause 5.1. For the avoidance of doubt the Department shall not be liable to pay any interest or penalty in withholding such payment.

5.3 The Contractor shall immediately notify the Department if they have any concerns regarding the propriety of any of its sub-contractors in respect of work/services rendered in connection with this Contract.

5.4 The Contractor, its employees and sub-contractors (or their employees), whilst on Departmental premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time.

5.5 The Contractor shall ensure the security of all the Property whilst in its possession, during the supply of the Project, in accordance with the Department's reasonable security requirements as required from time to time.

5.6 If the Department notifies the Contractor that it considers that an employee or sub-contractor is not appropriately qualified or trained to perform the Project or otherwise is not performing the Project in accordance with this Contract, then the Contractor shall, as soon as is reasonably practicable, take all such steps as the Department considers necessary to remedy the situation or, if so required by the Department, shall remove the said employee or subcontractor from performing the Project and shall provide a suitable replacement (at no cost to the Department).

5.7 The Contractor shall take all reasonable steps to avoid changes of employees or sub-contractors assigned to and accepted to perform the Project under the Contract except whenever changes are unavoidable or of a temporary nature.

The Contractor shall give at least four week's written notice to the Project Manager of proposals to change key employees or sub-contractors

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

6.1 Ownership of Intellectual Property Rights including Copyright, in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models ,designs or other materials prepared by or for the Contractor on behalf of the Department for use, or intended use, in relation to the performance by the Contractor of its obligations under the Contract shall belong to the Contractor

6.2 The Contractor hereby grants to the Department a non-exclusive license without payment of royalty or other sum by the Department in the Copyright to:

6.2.1 to do and authorise others to do any and all acts restricted by the Act as amended from time to time or replaced in whole or part by any statute or other legal means in respect of any Copyright Work in the United Kingdom and in all other territories in the world for the full period of time during which the Copyright subsists; and

6.2.2 to exercise all rights of a similar nature as those described in Clause 6.2.1 above which may be conferred in respect of any Copyright Work by the laws from time to time in all other parts of the world

6.3 The Contractor now undertakes to the Department as follows:

6.3.1 not to assign in whole or in part the legal or beneficial title in any Copyright to any person, firm or company without the prior written consent of the Department the granting of which consent shall be at its absolute discretion.

6.3.2 to procure that the Contractor is entitled both legally and beneficially to all Copyright.

6.3.3 to record or procure the recording on each and every Copyright Work the name of the author or authors and the date on which it was created and retain safely in its possession throughout the duration of the Copyright all Original Copyright Works.

6.3.4 in respect of the Original Copyright Works to:

6.3.5 supply copies on request to the Department the reasonable costs in respect of which the Department will pay; and

6.3.6 allow inspection by an authorised representative of the Department on receiving reasonable written notice;

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

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

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

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

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

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

7. Data Protection Act

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

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

7.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

- 7.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
- (a) process that Personal Data only in accordance with Schedule 4, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 (c) ensure that:
 - (i) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Schedule 4);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

- 7.5 Subject to clause 7.6, the Processor shall notify the Controller immediately if it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- 7.6 The Processor's obligation to notify under clause 7.5 shall include the provision of further information to the Controller in phases, as details become available.
- 7.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 7.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event;
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 7.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the processing is not occasional;
 - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

- 7.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 7.10 Each party shall designate a data protection officer if required by the Data Protection Legislation.
- 7.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:
 - (a) notify the Controller in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 7.12 The Processor shall remain fully liable for all acts or omissions of any Subprocessor.
- 7.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 7.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 7.15 *Where the Parties include two or more Joint Controllers as identified in Schedule 4 in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Schedule 4 in replacement of Clauses 7.1-7.14 for the Personal Data under Joint Control.*

8. Departmental Security Standards

- 8.1 The Contractor shall be aware of and comply the relevant [HMG security policy framework](#), [NCSC guidelines](#) and where applicable DfE Departmental Security Standards for Contractors which include but are not constrained to the following clauses.
- 8.2 Where the Contractor will provide products or services or otherwise handle information at OFFICIAL for the Department, the requirements of [Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification](#) - [Action Note 09/14](#) dated 25 May 2016, or any subsequent updated document, are mandated; that “contractors supplying products or services to HMG shall have achieved, and will be expected to retain certification at the appropriate level for the duration of the contract. The certification scope shall be relevant to the services supplied to, or on behalf of, the Department.

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

The ISO/IEC 27001 certification must have a scope relevant to the services supplied to, or on behalf of, the Department. The scope of certification and the statement of applicability must be acceptable, following review, to the Department, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).

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

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

- 8.6 The Contractor shall have in place and maintain physical security to premises and sensitive areas in line with ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g. door access), CCTV, alarm systems, etc.

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

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

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

- 8.9 The contractor shall ensure that any departmental data (including email) transmitted over any public network (including the Internet, mobile networks

or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.

- 8.10 The contractor shall ensure that any departmental data which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the department except where the department has given its prior written consent to an alternative arrangement.
- 8.11 The contractor shall ensure that any device which is used to process departmental data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security> and <https://www.ncsc.gov.uk/collection/end-user-device-security/eudoverview/eud-security-principles>.
- 8.12 Whilst in the Contractor's care all removable media and hardcopy paper documents containing Departmental Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation.

The term 'lock and key' is defined as: "securing information in a lockable desk drawer, cupboard or filing cabinet which is under the user's sole control and to which they hold the keys".
- 8.13 When necessary to hand carry removable media and/or hardcopy paper documents containing Departmental Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This clause shall apply equally regardless of whether the material is being carried inside or outside of company premises. The term 'under cover' means that the information is carried within an opaque folder or envelope within official premises and buildings and within a closed briefcase or other similar bag or container when outside official premises or buildings.
- 8.14 In the event of termination of contract due to expiry, liquidation or nonperformance, all information assets provided, created or resulting from the service shall not be considered as the supplier's assets and must be returned to the department and written assurance obtained from an appropriate officer of the supplying organisation that these assets regardless of location and format have been fully sanitised throughout the organisation in line with clause 8.15.
- 8.15 In the event of termination, equipment failure or obsolescence, all Departmental information and data, in either hardcopy or electronic format, that is physically held or logically stored by the Contractor must be accounted for and either physically returned or securely sanitised or destroyed in accordance with the current HMG policy using an NCSC approved product or method.

Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as data stored in a cloud system, Storage Area Network (SAN) or on shared backup tapes, then the Contractor or subcontractor shall protect the Department's information and data until such time, which may be long after the end of the contract, when it can be securely cleansed or destroyed.

Evidence of secure destruction will be required in all cases.

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

Incidents shall be reported to the department immediately, wherever practical, even if unconfirmed or when full details are not known, but always within 24 hours of discovery. If incident reporting has been delayed by more than 24 hours, the contractor should provide an explanation about the delay.

Incidents shall be reported through the department’s nominated system or service owner.

Incidents shall be investigated by the contractor with outcomes being notified to the Department.
- 8.20 The Contractor shall ensure that any IT systems and hosting environments that are used to handle, store or process Departmental Data shall be subject to independent IT Health Checks (ITHC) using an NCSC CHECK Scheme ITHC provider before go-live and periodically (at least annually) thereafter. The findings of the ITHC relevant to the service being provided are to be shared with the Department and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required.
- 8.21 The Contractor or sub-contractors providing the service will provide the Department with full details of any actual or future intent to develop, manage,

support, process or store Departmental Data outside of the UK mainland. The Contractor or sub-contractor shall not go ahead with any such proposal without the prior written agreement from the Department.

- 8.22 The Department reserves the right to audit the Contractor or sub-contractors providing the service within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the service being supplied and the Contractor's, and any sub-contractors', compliance with the clauses contained in this Section.
- 8.23 The Contractor and sub-contractors shall undergo appropriate security assurance activities and shall provide appropriate evidence including the production of the necessary security documentation as determined by the department. This will include obtaining any necessary professional security resources required to support the Contractor's and sub-contractor's security assurance activities such as: a Security and Information Risk Advisor (SIRA) certified to NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Cyber Professional (CCP) schemes.
- 8.24 Where the Contractor is delivering an ICT solution to the Department they shall design and deliver solutions and services that are compliant with the HMG Security Policy Framework in conjunction with current NCSC Information Assurance Guidance and Departmental Policy. The Contractor will provide the Department with evidence of compliance for the solutions and services to be delivered. The Department's expectation is that the Contractor shall provide written evidence of:
- Compliance with HMG Minimum Cyber Security Standard.
 - Any existing security assurance for the services to be delivered, such as: ISO/IEC 27001 / 27002 or an equivalent industry level certification.
 - Any existing HMG security accreditations or assurance that are still valid including: details of the awarding body; the scope of the accreditation; any caveats or restrictions to the accreditation; the date awarded, plus a copy of the residual risk statement.
 - Documented progress in achieving any security assurance or accreditation activities including whether documentation has been produced and submitted. The Contractor shall provide details of who the awarding body or organisation will be and date expected.
- 8.25 The Contractor shall contractually enforce all these Departmental Security Standards for Contractors onto any third-party suppliers, sub-contractors or partners who could potentially access Departmental Data in the course of providing this service.

9. Warranty and Indemnity

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

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

- 9.2. Without prejudice to any other remedy, if any part of the Project is not performed in accordance with this Contract then the Department shall be entitled, where appropriate to:
 - 9.2.1. require the Contractor promptly to re-perform or replace the relevant part of the Project without additional charge to the Department; or
 - 9.2.2. assess the cost of remedying the failure ("the assessed cost") and to deduct from any sums due to the Contractor the Assessed Cost for the period that such failure continues.
- 9.3. The Contractor shall be liable for and shall indemnify the Department in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to the Department or otherwise arising out of or in the course of or caused by the performance of the Project.
- 9.4. Without prejudice to any other exclusion or limitation of liability in this Contract, the liability of the Contractor for any claim or claims under this Contract shall be limited to such sums as it would be just and equitable for the Contractor to pay having regard to the extent of his responsibility for the loss or damage giving rise to such claim or claims etc.
- 9.5. All property of the Contractor whilst on the Department's premises shall be there at the risk of the Contractor and the Department shall accept no liability for any loss or damage howsoever occurring to it.
- 9.6. The Contractor shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Contract. The Contractor shall upon request produce to the Department, its policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

10. Termination

- 10.1. This Contract may be terminated by either party giving to the other party at least 30 days notice in writing.

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

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

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

11. Status of Contractor

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

12. Freedom of information

- 12.1 The Contractor acknowledges that the Department is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Department to enable the Department to comply with its information disclosure obligations.
- 12.2 The Contractor shall and shall procure that its Sub-contractors shall:
 - 12.2.1 transfer to the Department all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
 - 12.2.2 provide the Department with a copy of all Information in its possession, or power in the form that the Department requires within five Working Days (or such other period as the Department may specify) of the Department's request; and
 - 12.2.3 provide all necessary assistance as reasonably requested by the Department to enable the Department to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 12.3 The Department shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- 12.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Department.
- 12.5 The Contractor acknowledges that (notwithstanding the provisions of Clause 13) the Department may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("**the Code**"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the

Project: 12.5.1 in certain circumstances without consulting the Contractor;
or

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

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

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

13. CONFIDENTIALITY

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

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

13.3.2 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. Tax indemnity

16.1 Where the Contractor is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.

16.2 Where the Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.

16.3 The Department may, at any time during the term of this contract, ask the Contractor to provide information which demonstrates how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it.

16.4 A request under Clause 16.3 above may specify the information which the Contractor must provide and the period within which that information must be provided.

16.5 The Department may terminate this contract if-

- (a) in the case of a request mentioned in Clause 16.3 above if the Contractor:
 - (i) fails to provide information in response to the request within a reasonable time, or
 - (ii) provides information which is inadequate to demonstrate either how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it;
- (b) in the case of a request mentioned in Clause 16.4 above, the Contractor fails to provide the specified information within the specified period, or
- (c) it receives information which demonstrates that, at any time when Clauses 16.1 and 16.2 apply, the Contractor is not complying with those Clauses.

16.6 The Department may supply any information which it receives under Clause 16.3 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

16.7 The Contractor warrants and represents to the Department that it is an independent contractor and, as such, bears sole responsibility for the payment of tax and national insurance contributions which may be found due from it in relation to any payments or arrangements made under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.

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

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

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

17. Amendment and variation

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

18. Assignment and Sub-contracting

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

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

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

20. Waiver

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

21. Notices

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

22. Dispute resolution

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

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

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

23. Law and Jurisdiction

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

24. Discrimination

- 24.1 The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment.
- 24.2 The Contractor shall take all reasonable steps to secure the observance of Clause 24.1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Contract.

25. Safeguarding children who participate in research

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

26. Project outputs

- 26.1 Unless otherwise agreed between the Contractor and the Project Manager, all outputs from the Project shall be published by the Department on the Department's research website.
- 26.2 The Contractor shall ensure that all outputs for publication by the Department adhere to the Department's Style Guide and MS Word Template, available to download from: <https://www.gov.uk/government/publications/research-reports-guide-andtemplate>.
- 26.3 Unless otherwise agreed between the Contractor and Project Manager, the Contractor shall supply the Project Manager with a draft for comment at least eight weeks before the intended publication date, for interim reports, and eight weeks before the contracted end date, for final reports.
- 26.4 The Contractor shall consider revisions to the drafts with the Project Manager in the light of the Department's comments. The Contractor shall provide final, signed off interim reports and other outputs planned within the lifetime of the Project to the Department by no later than four weeks before the intended publication date, and final, signed off reports and other outputs at the end of

the Project to the Department by no later than the contracted end date for the Project.

- 26.5 Until the date of publication, findings from all Project outputs shall be treated as confidential, as set out in the Clause 13 above. The Contractor shall not release findings to the press or disseminate them in any way or at any time prior to publication without approval of the Department.
- 26.6 Where the Contractor wishes to issue a Press Notice or other publicity material containing findings from the Project, notification of plans, including timing and drafts of planned releases shall be submitted by the Contractor to the Project Manager at least three weeks before the intended date of release and before any agreement is made with press or other external audiences, to allow the Department time to comment. All Press Notices released by the Department or the Contractor shall state the full title of the research report, and include a hyperlink to the Department's research web pages, and any other web pages as relevant, to access the publication/s. This clause applies at all times prior to publication of the final report.
- 26.7 Where the Contractor wishes to present findings from the Project in the public domain, for example at conferences, seminars, or in journal articles, the Contractor shall notify the Project Manager before any agreement is made with external audiences, to allow the Department time to consider the request. The Contractor shall only present findings that will already be in the public domain at the time of presentation, unless otherwise agreed with the Department. This clause applies at all times prior to publication of the final report.

End of Schedule Three

SCHEDULE FOUR

Schedule 4 Processing, Personal Data and Data Subjects

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

1. The contact details of the Controller's Data Protection Officer are: Emma Wharram, 2 Rivergate, Bristol, BS1 6EW – 07985 655024; Emma.WHARRAM@education.gov.uk
2. The contact details of the Processor's Data Protection Officer are: Simon Holroyd, Simon.Holroyd@natcen.ac.uk; 0207 549 7033
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.

Processing only on the controller's documented instructions

The controller DfE has overall control of what happens to the personal data, not the processor Natcen. If the processor NatCen acts outside of the controller's (DFE) instructions in such a way that it decides the purpose and means of processing the including to comply with a statutory obligation, then it will be considered to be a breach of contract.

The processor Natcen will only collect and process data as set out within the terms of this contact under the instruction of the controller DfE unless it is required to do otherwise by EU or member state law. An instruction can be documented by using any written form, including email. The instruction must be capable of being saved, so that there is a record of the instruction.

Duty of Confidence

The processor NatCen must obtain a commitment of confidentiality from anyone it allows to process the personal data, unless that person is already under such a duty by statute. This includes the processor's employees as well as any temporary workers and agency workers who have access to the personal data.

Assisting the Controller

Taking into account the nature of the processing and the information available, the processor Natcen must assist the controller DfE in meeting its obligations to:

- keep personal data secure;
- notify personal data breaches to the supervisory authority;
- notify personal data breaches to data subjects;
- carry out data protection impact assessments (DPIAs) when required; and
- consult the supervisory authority where a DPIA indicates there is a high risk that cannot be mitigated.

Audits and Inspections

Under GDPR Article 28(3)(h) the controller (DfE) requires:

- The processor NatCen to provide the controller DfE with all the information that is needed to show that the obligations of Article 28 have been met; and
- The processor NatCen to allow for, and contribute to, audits and inspections carried out by the controller DfE, or by an auditor appointed by the controller.

This provision obliges the processor to be able to demonstrate compliance with the whole of Article 28 to the controller.

The controller reserves the right to audit and inspect data processing and storage mechanisms of the controller NatCen at any time over the duration of the contract.

Appropriate Security Measures

The Processor NatCen is fully accredited to ISO 27001 (the international standard for information security) and is subject to annual external audits to maintain this accreditation, ensuring continued compliance. The processor NatCen is fully compliant with the General Data Protection Regulations (GDPR) which came into force in the UK in May 2018. The processor NatCen also holds Cyber Essentials Plus Certification.

The controller NatCen will ensure that rigorous data security and protection against direct or indirect disclosure of identity will be built into all stages of the research. The processor NatCen will create and use a project data security plan that will be updated throughout the project. This will detail all data security procedures and who has access to secure data.

The processor NatCen will mitigate the risk of a data security breach to protect against disclosure of personal or sensitive data. The processor NatCen is responsible for the effective storage and security of all personal data collected. In the unlikely event of a breach to NatCen's data security procedures all incidents will be automatically flagged and reviewed immediately by senior staff in the organisation with corrective actions agreed with DfE the controller.

Data Subjects' Rights

The data subjects will be entitled to withdraw from the research at any time over the duration of the contract. The data subjects are under no obligation to take part in this research. Full informed consent will be taken by the participant prior to undertaking any research. Upon withdrawal all personal data and anonymised data of the participant will be destroyed. NatCen must assist in the controller in fulfilling requests from individuals to exercise their rights, such as, subject access requests and right to rectification requests.

Using Sub-processors

The processor should not engage another processor (a sub-processor) without the controller's prior specific or general written authorisation;

If a sub-processor is employed under the controller's general written authorisation, the processor should let the controller know of any intended changes and give the controller a chance to object to them.

If the processor employs a sub-processor, it must put a contract in place imposing the same GDPR Article 28(3) data protection obligations on that sub-processor. This should include that the sub-processor will provide sufficient guarantees to implement appropriate technical and organisational measures in such a way that the processing will meet the GDPR's requirements. The wording of these obligations do not need to exactly mirror those set out in the contract between the controller and the processor, but should offer an equivalent level of protection for the personal data; and

The processor is liable to the controller for a sub-processor's compliance with its data protection obligations.

End-of-contract Provisions

At the end of the contract the processor must:

- at the controller's choice, delete or return to the controller all the personal data it has been processing for it; and
- delete existing copies of the personal data unless EU or Member State law requires it to be stored.

It should be noted that deletion of personal data should be done in a secure manner, in accordance with the security requirements of Article 32 of GDPR.

Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Department for Education (the Customer) is the Controller and Natcen (the Contractor) is the Processor in accordance with Clause 7.1 stated in schedule 3.</p> <p>The controller will establish the legal basis for data processing at the start of the project. The processor will complete a data protection impact assessment in collaboration with the controller if required by the controller.</p>

Subject matter of the processing	<p>The Department for Education as Controller requires data to be processed as permitted in the Contract (Project Reference No:DFERPPU 20-21/012) by the Processor Natcen in order for them to complete the evaluation of the OA programme.</p> <p>The processor NatCen will be conducting primary research and therefore collating and processing personal information such as contact details and names of DFE staff, professional educational staff and beneficiaries of the OA programme. Interviews conducted will focus on the stakeholders' experience of the OA programme. The level and detail of personal information collected is in line with the purposes of this research.</p> <p>The data collected for this study will only be used for research purposes. The processor NatCen will store and manage all data securely and confidentially. Only the research team will have access to the data. At the end of the study, NatCen will write a</p>
	report summarising the evaluation findings. The report will not identify any individuals or organisations who took part.
Duration of the processing	<p>The Personal Data will be processed only from the outset of this Contract until one year after the after publication of the final report. All personal data will be destroyed one year after publication of the final report.</p>

Nature and purposes of the processing	<p>Contact details of DfE/OA staff will be shared by the controller and processed in order to facilitate the set up and conduct of fieldwork.</p> <p>Contact details of other participants will be gathered by the processor and used to facilitate the set up and conduct of fieldwork, but will not be shared with the controller.</p> <p>Personal details such as age of young people may be used to construct sampling frame.</p> <p>The controller will share unpublished reports, including monitoring data with the controller to enable their conduct of the research. All such data will be anonymised or provided at aggregate level.</p> <p>All data and reports shared by the controller will be shared via a secure portal. The level of encryption employed on this service is FIPS 140-2.</p> <p>All personal data and documents shared via the secure portal shall be stored securely by the processor.</p> <p>Transcription will be conducted by an external agency, subcontracted to NatCen. McGowan Transcriptions (www.mcgowantranscriptions.co.uk) is the service NatCen use to transcribe interview and focus group data. They will have access to recordings and transcriptions from interviews and focus groups, which are shared through a secure online transfer system.</p> <p>In order to enable McGowan Transcriptions to meet NatCen's information security requirements, the transcribers there will work using NatCen-provided laptops and will exchange data using only a secure FTP site.</p> <p>The data controller DfE will not receive any personal data from the processor NatCen, only what has been anonymised and included in the research reports.</p> <p>The processor NatCen will ensure that procedures for obtaining informed consent from research participants for participation in the research are fully compliant with GDPR and that participants are provided with Data Privacy Notices.</p>
Type of Personal Data being processed	<p>Single Point of Contact – DfE / OA staff Interviews</p> <p>Contact details including email and phone numbers</p> <p>Interviews with parents, young people</p>

	<p>Contact details including emails and phone numbers. Age of young people</p> <p>Interviews with professional OA programme beneficiaries Contact details including email and phone numbers</p> <p>Interviews with OA staff Contact details including email and phone numbers</p> <p><i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i></p>
Categories of Data Subject	<p>As above</p> <p>DfE OA Staff including senior programme governance, delivery teams and key staff members within the OAs. This may include local delivery teams and LA staff members working alongside the DfE.</p> <p>Professional beneficiaries may include headteachers, school staff, teachers, SENCOs and other key school stakeholders. It may also include mental health practitioners, third sector organisations involved in specific OA projects.</p> <p>OA programme beneficiaries includes both parents / carers and pupils involved in OA programmes and projects</p>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>The Personal Data will be processed only from the outset of this Contract until one year after the after publication of the final report. All personal data will be destroyed one year after publication of the final report.</p>

End of Schedule Four

Authorised to sign for and on
behalf of the Secretary of

Authorised to sign for and on
behalf of the Contractor

Name in CAPITALS

Name in CAPITALS

Position and Address

Deputy Director Opportunity Areas Programme

Department for Education Picadilly Gate, Store Street,
Manchester, M1 2WD

Date

2 November 2020
State for Education

Signature [Redacted]

Position and Address

Director of Finance and Chief Commercial Officer

35 Northampton Square, London EC1V 0AX **Date**

30 October 2020

Signature [Redacted]