Department for Education

CONTRACT FOR 'Delivery evaluation of the National Assessment and Accreditation System (NAAS) for social workers - Phase 1 and Phase 2'

PROJECT REFERENCE NO: EOR/SBU/ 2017/043

This Contract is dated: 29/01/2018

Parties

1) The Secretary of State for Education whose Head Office is at Sanctuary Buildings, Great Smith Street, LONDON, SW1P 3BT ("the Department"); and

2) Kantar Public whose registered office is - TNS House, Westgate, London, W5 1UA, United Kingdom ("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 **EOR/SBU/ 2017/043.**

Commencement and Continuation

The Contractor shall commence the Project on the date the Contract was signed by the Department (as above) and, subject to Schedule Three, Clause 10.1 shall complete the Project on or before 31st January 2020.

Contents

1. <u>Interpretation</u>

1.1 In this Contract the following words shall mean:-

"the Project"	the project to be performed by the Contractor as described in Schedule One;
"the Project Manager"	[redacted] (analyst), Level 5, 2 St Pauls Place, 125 Norfolk Street, Sheffield, S1 2FJ. [redacted] Email: [redacted] (NAAS policy lead), Level 8, Sanctuary Buildings, Great Smith Street, London SW1P 3BT
"the Contractor's Project Manager"	[redacted] 222 Gray's Inn Road, London WC1X 8HB. [redacted] Email: [redacted]
"the Act and the Regulations"	means the Copyright Designs and Patents Act 1988 and the Copyright and Rights in Databases Regulations 1997;
"Affiliate"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
"Commercially Sensitive Information"	information of a commercially sensitive nature relating to the Contractor, its IPR or its business or which the Contractor has indicated to the Department that, if disclosed by the Department, would cause the Contractor significant commercial disadvantage or material financial loss;
"Confidential Information"	means all information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including but not limited to information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party and commercially sensitive information which may be regarded as the confidential information of the disclosing party;
"Contracting Department"	any contracting authority as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than the Department;
"Contractor Personnel"	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
"Contractor Software"	software which is proprietary to the Contractor,

	including software which is or will be used by the Contractor for the purposes of providing the Services;
"Control"	means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and **"Controls"** and **"Controlled"** shall be interpreted accordingly;
"Copyright"	means any and all copyright, design right (as defined by the Act) and all other rights of a like nature which may, during the course of this Contract, come into existence in or in relation to any Work (or any part thereof);
"Copyright Work"	means any Work in which any Copyright subsists;
"Crown Body"	any department, office or agency of the Crown;
"Data"	means all data, information, text, drawings, diagrams, images or sound embodied in any electronic or tangible medium, and which are supplied or in respect of which access is granted to the Contractor by the Department pursuant to this Contract, or which the Contractor is required to generate under this Contract;
"Data Controller"	shall have the same meaning as set out in the Data Protection Act 1998;
"Data Processor"	shall have the same meaning as set out in the Data Protection Act 1998;
"Data Protection Legislation"	the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
"Data Subject"	shall have the same meaning as set out in the Data Protection Act 1998;
"Department Confidential Information"	all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Department, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked

	"confidential") or which ought reasonably be considered to be confidential;
"Department Data"	(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: (i) supplied to the Contractor by or on behalf of the Department; or (ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which the Department is the Data Controller;
"Effective Date"	the date on which this Contract is signed by both parties;
"Environmental Information Regulations"	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;
"ICT"	information and communications technology;
"ICT Environment"	the Department's System and the Contractor System;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Intellectual Property Rights"	means patents, trade marks, service marks, design (rights whether registerable or otherwise), applications for any of the foregoing, know-how, rights protecting databases, trade or business names and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom).
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Original Copyright Work"	means the first Copyright Work created in whatever form;

"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;
"Regulatory Bodies"	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Department and **"Regulatory Body"** shall be construed accordingly;
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"Staff Vetting Procedures"	the Department's procedures and departmental policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures, including, but not limited to, the provisions of the Official Secrets Act 1911 to 1989;
"Sub-contractor"	the third party with whom the Contractor enters into a Sub-contract or its servants or agents and any third party with whom that third party enters into a Sub-contract or its servants or agents;
"Third Party Software"	software which is proprietary to any third party [other than an Affiliate of the Contractor] which is or will be used by the Contractor for the purposes of providing the Services, and
"Work"	means any and all works including but not limited to literary, dramatic, musical or artistic works, sound recordings, films, broadcasts or cable programmes, typographical arrangements and designs (as the same are defined in the Act) which are created from time to time during the course of this Contract by the Contractor or by or together with others at the Contractor's request or on its behalf and where such works directly relate to or are created in respect of the performance of this;
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.

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

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

SCHEDULE ONE

1 BACKGROUND

As part of its wider reforms of children's social care, the Department for Education has committed to roll out a new National Assessment and Accreditation System (NAAS) for social workers, which will provide a consistent way of ensuring that child and family social workers, supervisors and leaders have the knowledge and skills for effective practice.

The Department held a public consultation on the future of the National Assessment and Accreditation System (NAAS), which closed in March 2017. In light of the consultation, the Department decided to operate a Phase 1 and Phase 2 roll out approach, supported by in-depth analysis and evaluation, before progressing with a full national rollout.

Phase 1, involving a small group of six volunteer local authorities is expected to run for eight months from July 2018 to March 2019, in order to answer key delivery and workforce impact questions. Within this phase, around 550 of the social workers in the Phase 1 LAs will be assessed.

Subject to successful completion of Phase 1, this will be followed by a larger, more demographically diverse group in Phase 2, involving around 12 to 15 LAs (and assessment of a minimum of 900 social workers in these LAs), which is expected to run for seven months following completion of Phase 1, ending in January 2020. This is likely to be in three locations across England. It is also possible that one test centre in the Phase 1 location will be expanded to continue assessments with the remaining Phase 1 workforce during Phase 2.

By the end of Phase 1 the Department expects to know what systems LAs need to put in place, what support LAs need to do this and if there are workforce implications as a result of social workers being accredited. Phase 1 will inform Phase 2. By the end of Phase 2, the Department expects to have developed a system that has been fully tested and amended, where necessary, to allow confidence in the future national rollout model.

NAAS will include the following four stages of assessment:

- Stage 1: direct practice observation by the employer - in the workplace over a period of time leading to the practice endorsement;
- Stage 2: an assessment of knowledge;
- Stage 3: an observed interactive practice simulation in a controlled environment with independent examiners;
- Stage 4: a written assessment linked to the simulated observation but assessed separately to the observation sessions.

Stage 1 of the process, the practice endorsement, will be the responsibility of the local authority, as it will be their judgement as and when they put forward individuals for external assessment. The external assessment process [2-4] should take no longer than one working day for a candidate to complete.

Using an agile, iterative way of working, the evaluation will assess the delivery of NAAS in the first phase of roll out. The Contractor will work in partnership with the delivery partner and the Department, allowing them to make phased adjustments as the final assessment system develops. The Contractor will be embedded within the local authorities undertaking the assessment and the research recommendations will be communicated as rapid, actionable change plans for the delivery partner to act on. The Contractor will also assess the impact of any service model changes quickly and easily.

2 AIMS

The Contractor shall use all reasonable endeavours, working alongside the delivery partner and the Department, to achieve the following aims:

1. Carry out a formative process evaluation to assess the service design and operational delivery of the assessment and the initial impact during Phase 1/ Phase 2 on key stakeholders – including an analysis of fixed and marginal costs of delivering the assessment for the delivery partner, and any additional unexpected costs seen by local authorities. This will strengthen the future cost calculations for a wider national roll out and allow the department to recognise and manage pressures that may occur within the local authorities.

2. Provide real time (daily/weekly/monthly) recommendations on the delivery model to allow the Department to continuously improve the service design and operational delivery on an iterative basis both within Phase 1 and Phase 2 and for the national roll-out.

3. Identify data that can be used over the medium and longer term to examine the impact of NAAS on individual social workers, local authority employers, the wider child and family social worker workforce and outcomes for children and families.

4. Ensure a high quality and continuously improving, user-centred experience for social workers and their employers.

3 OBJECTIVES

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

Phase 1/Phase 2:
The Contractor will engage and start working with the Phase 1 and Phase 2 sites as soon as possible after the contract begins. During Phase 1 and Phase 2 (approx. July 2018- January 2020), the evaluation will answer questions about delivery of the assessment and its impact on the behaviours of social workers and local authorities before, during and immediately after implementation. So research with the authorities will begin prior to the actual roll out dates.

In terms of **delivery of the assessment** the evaluation will address questions such as:

i. How has the delivery of the four stages of assessment worked and how can it be improved?
ii. Are there any unexpected or unforeseen issues relating to delivery (including any equalities bias)?
iii. What are the fixed and marginal costs of delivering the assessment, including LA support, back-fill costs and any unexpected costs?

In terms of **impact on local authority behaviours** the evaluation will address questions such as:

iv. Have LAs and their workforce been provided with the right support and materials by the Department and delivery partner prior to and after the assessment?
v. What information, training and development opportunities have LAs provided to their workforce regarding the assessment (and following it)?
vi. How has the practice endorsement worked? Are the right employees in scope, as per the list of statutory functions? (as set out in the NAAS consultation document)
vii. How are LAs delivering wider workforce support with the introduction of NAAS?
viii. Do LAs feel that good social workers do well in the assessments?
ix. Do LA's feel that good ASYE staff do well in the assessment?
x. How do LAs support those that do less well in the assessment?
xi. How do LAs think the assessment and accreditation process should be adapted?
xii. What do LAs think is the initial impact of the assessment on service provision to children and families?
xiii. What do LA's think is the initial impact on workforce development/recruitment strategies?
xiv. What do LA's think is the impact of assessment on the quality of services delivered?

In terms of impact on **social workers' behaviours** the evaluation will address questions such as:

xv. How well informed and prepared do individual social workers (including managers and supervisors) feel about the NAAS process? Do they understand the process? How well has it been communicated? What are their concerns?
xvi. What training and development have social workers undertaken to prepare for NAAS? Have they been provided with the right support regarding the assessment process?
xvii. Has NAAS had any impact on commitment, morale, career plans?
xviii. Are there any particular groups of social workers with more or less concerns?
xix. Do social workers feel that the right people are meeting the assessment standard?

The Contractor will work in partnership with the Delivery Partner and Department to create a working agreement for the duration of the contract. This will ensure that a collaborative working arrangement is in place, to identify where change is required and how it will be actioned. The Contractor will work cohesively with the delivery partner, reporting regularly, to ensure the results of the study are set within the context of feedback from the delivery process and the assessment results. The approach will be flexible to respond quickly to any issues that arise (for example if a particular group appear to be doing less well on the test).

The Contractor shall work closely with the Department's LA engagement team to make initial contact with the participating LAs and shall share their itinerary of visits to LAs with the Department in advance.

The Contractor will address the objectives as follows:

Nº.	Objective	Approach
1	Evaluate the implementation of NAAS to provide formative feedback on processes and systems	• Work with the Delivery Partner and Department during the scoping stage to map the initial systems and implementation plan, against which to evaluate delivery and provide recommendations for changes (maintaining a feedback and revisions record throughout).

Nº	Objective	Approach
		• Carry out staff surveys, qualitative interviews at regular points with all levels of the staff hierarchy within each LA, analysis of management information, and interviews with the Delivery Partner at regular intervals to gather feedback. • Embed the evaluation into the implementation of NAAS in each LA through area level dedicated evaluation coordinators to gain detailed and real time assessments of what works and what doesn't in each local context.
2	Design and deliver an evaluation that maximises test and learn opportunities, providing real time feedback on improvements to the NAAS system to improve service design and operational delivery	• Use quantitative and qualitative data collection methods and approaches that regularly engage but do not unduly burden already busy staff. • Work closely with the Department, the Delivery Partner, each LA, and the Advisory Group to understand their needs, gain their input, and deliver recommendations in ways that can positively impact the programme. • All project management processes will have LA level analysis brainstorms built in, with findings delivered weekly (and summarised monthly) in formal updates, supported by regular face to face and telephone discussions with the Department and LAs to reinforce/explain feedback. • Conduct regular analysis workshops throughout the evaluation, with findings delivered to DfE, the Delivery Partner, LAs through a programme of rolling formative feedback reports.
3	Identify and analyse the implementation and wider costs of NAAS for the Department, the Delivery Partner, LAs and social workers.	• Interview the Department, the Delivery Partner and LAs at the start of the project to understand known costs, and build a cost component into all surveys and qualitative research to identify unknown/emerging costs. • Build a simple cost collection tool for LAs to easily provide cost information to the evaluation team. • Identify suitable statistical neighbours for comparative analysis at Phase 1, refining the approach for Phase 2.
4	Establish an approach to measure the medium to long term impact of NAAS on those being assessed, those implementing the system, and children and families.	• Work closely with the LAs and the Department to understand impacts, what data is collected and the format to understand what metrics should and can be used to measure impact. • Establish template and guidance for the collations and extraction of this data from LA data systems. • Set up a replicable analysis approach, with accompanying guidance notes.
5	Translate the evaluation findings into a set of learning tools for the benefit of LAs and staff in the long term.	• The Contractor will maintain a feedback database (in Excel), structured around key themes, audiences and evaluation questions to enable the evaluation to record and reflect on learning throughout the evaluation, and for this learning to be shared with DfE in an easily digestible way. • Draw on the experience of Kantar Public, Professor [redacted] and London Economics to produce detailed, engaging and instructive reports and presentations. • Utilise the expertise and input of the Advisory Group. • Develop a learning toolkit for LAs and social workers to ensure that the experiences and learning from Phase 1 and Phase 2 can have a positive effect going forward.

4 METHODOLOGY

The evaluation approach will combine primary quantitative and qualitative research, analysis of workforce related and other management data and analysis of cost data, to evaluate the delivery and impact of NAAS.

Evaluation scoping

During the scoping phase in early 2018 the Contractor will work closely with the Department to establish a clear set of requirements and documents to steer the evaluation. The Contractor will:

- Review project documentation and conduct familiarisation meetings/interviews with key stakeholders in the Department to understand the policy and context, and gain direct feedback on objectives and expectations;
- Meet with the Delivery Partner to understand their needs and perspective on the programme and evaluation;
- Create a programme logic model/process diagram to accurately depict the aims, processes, assumptions and outcomes/impacts for NAAS;
- Building on the research questions set out in the ITT, develop an evaluation framework that depicts the evaluation objectives and associated research questions and methods, which will form the basis for development of all research materials;
- Establish a clear set of objectives, approaches, data collection tools, and report templates;
- Begin development of Phase 1 research materials;
- Establish clear expectations and accompanying templates for project management and formative feedback, including working with the Department and the Delivery Partner;
- Once possible, begin conversations with Phase 1 LAs to establish a working relationship and begin understanding local context and systems; and
- Produce a scoping report, which summarises the programme aims, evaluation objectives, and research questions, and presents the finalised methods, project timetable, risk register and milestones for deliverables.

Quantitative Research

The Contractor will deliver an online staff survey of both social workers selected to go through the accreditation process and those not. The survey will be administered before and after the assessment. All social workers will be invited to participate in the survey to maximise the achieved sample for analysis.

Survey method and timing

An online survey will be administered at two time points – pre- and post-assessment – for both assessed and non-assessed social workers. During the scoping stage the Contractor will establish a more detailed understanding of the process and timings for administering the assessment within each LA. Precise survey timings will be designed to fit around these timings. The surveys will be administered to fit around the local and personal (social worker specific) timings, but to ensure consistency in the amount of time pre- and post-assessment across the evaluation. For social workers who are not assessed there is no need to stagger the fieldwork in the same way, but a consistent time span will be maintained between pre- and post-assessment surveys.

An initial survey invite, co-signed by the LA, a key sector/Department figure such as the

Chief Social Worker, and Kantar Public will be sent to every Social Worker. This will establish the importance of the survey, how to take part, and where to get further information. The invite will be sent by letter and email and will be followed up with reminders to staff who have not responded, to encourage them to do so.

Each correspondence will include a unique survey link that is personal to the individual. This means that the Contractor can track who has participated, and send reminder emails to those who have not yet responded. A QR code (and instructions) will also be included so that social workers can easily open the webpage on a mobile phone or tablet. Staff with visual or other impairments will be supported to take part. For example, the survey invites will tell social workers that paper questionnaires in large print are available upon request.

The Contractor will continually assess how well the research approach is working and adapt their approach, in consultation with the Department, if it is felt that it is not sufficiently engaging with the social workers.

As noted in section 5, the Contractor and Department will review the evaluation approach and expenditure required within each milestone on a quarterly basis to allow any changes to the contract.

Any resulting changes to the contract will be dealt with via contract variations to be agreed in writing by both parties.

Sample

The contractor will carry out a census survey of all social workers. This will include both those going through the accreditation process and those not, to allow comparisons of attitudes and experiences, and identify impacts on both groups. The Contractor will develop a guidance note and template for LAs to provide contact details of their social workers. Each authority will be given support in preparing their sample, including advice on data protection issues. The sample information requested will be limited to details that are necessary for the survey invitation process and for understanding key profile characteristics, to minimise burden and keep the use of personal data proportionate.

The Contractor will not have control over which social workers are nominated for the accreditation process. This may result in systematic imbalances in the characteristics of assessed and non-assessed social workers. The Contractor will examine the profile of staff in each group, at both the LA and overall level, based on information provided by the LAs in their sample and based on survey responses. Data will be weighted to correct for any imbalances between the profile of each group, or between the profile of survey respondents and their population profile.

There is an additional challenge with agency workers, who are more likely to move between employers, even across a short space of time. They comprise a sizeable (and increasing) segment of the workforce in some LAs. During scoping the Contractor will explore the merits and practicalities of including managers/supervisors in the surveys.

Questionnaire development

The Contractor will work closely with the Department and Professor [redacted] to develop a questionnaire which fully addresses the research questions set out here and formalised during the scoping stage.

The questionnaire itself will be relatively short (maximum 10-15 minutes) to minimise burden and maximise response rates. Initial survey development in the period between the contract beginning in January and the Phase 1 in July will involve a scoping phase, with Professor [redacted] providing guidance on the structure and content of all survey instruments. As part of the scoping stage, an evaluation framework that clearly identifies the evaluation objectives and associated research questions will be developed and agreed by all key stakeholders.

The questionnaire design process will link each survey question directly to a research question and an evaluation objective. This systematic approach will ensure that the length of the survey and the burden on respondents are minimised and that all evaluation objectives and research questions are covered (or where other methods, such as management data analysis or qualitative research, are needed to address an evaluation need).

Following the scoping stage activities, the full questionnaire development process will include:

- A **desk review of existing questionnaires** – to identify any existing measures of relevance.
- **Questionnaire design workshop** – the Contractor and Professor [redacted] will lead a workshop with the Department and (potentially) other key stakeholders.
- **Drafting of a full questionnaire** – with each question coded against the evaluation framework to allow for easy review of coverage of evaluation needs.
- **Review** of the draft questionnaire by Professor [redacted] and further revisions.
- **Department review** of the draft questionnaire and further revisions.
- **Circulation of the questionnaire to the Advisory Group** for review, and further revisions.
- **Questionnaire testing** – a small number (8-10) of social workers will be selected, from both the assessed and non-assessed groups, to take part in cognitive testing in one or two LAs to make sure that the questions are interpreted correctly, are in a suitable order and contain wording and response codes that make sense to a social worker. A short report and revised annotated questionnaire will be produced following this testing.
- **Finalising the questionnaire** content for the Phase 1 survey.

The Contractor will review the outcomes from the Phase 1 survey – response patterns by LA, profile of responders vs non-responders, data patterns – to identify if any changes could be made for Phase 2 to maximise response rates and ensure the highest quality of data.

The survey will cover social worker perceptions and experiences of professional development and scrutiny prior to and as a result of NAAS, experiences of the implementations of the accreditation system, impacts on social worker behaviours, and perceptions of wider impacts for the LA. The survey will also collect key characteristic information such as role, experience level, and previous development experience. Key metrics will be tracked between pre- and post-surveys.

Fieldwork and response rates

Once the survey is launched the Contractor will monitor response rates and patterns closely, and provide the Department with weekly updates, broken down by each LA. The Contractor will also feedback to LAs so they can understand response levels, if there are any areas where response is much lower and follow up if necessary (making sure to provide the authorities only with information at an aggregate team level or above to avoid individual respondents being identified).

The Contractor will use all reasonable endeavours to maximise response rates and will seek to achieve a response rate of at least 25%. This is equivalent to c500 social workers, including 100-150 who are being assessed, for Phase 1 (and an equivalent scaled up number for Phase 2).

After the Phase 1 survey the Contractor will examine the profile of respondents and response rates by LA to better understand the effectiveness of the survey approach. A survey experience question will also be included at the end of the survey to collect respondent feedback on the survey content, length and processes. The post-Phase 1 survey analysis will help to identify whether anything could be done to boost response rates at Phase 2.

Data processing and analysis

All data will be processed by the Contractor's in-house operations team. Prior to the surveys beginning, the Contractor will agree an analysis and data specification with the Department, with data outputs prepared to meet immediate and long term analysis requirements. All outputs will undergo extensive quality checking and will be signed off by the Project Director and then approved by Department. Time will be allowed for feedback from the Department to be incorporated into all data outputs.

Survey data will be analysed at an overall and LA level (sample sizes allowing), between pre- and post-assessment responses, and comparative analysis will be conducted between assessed and non-assessed social workers.

Qualitative research

To understand how the assessment is being delivered within LAs, and to help the Department and their Delivery Partner make phased adjustments to the assessment and accreditation process, the evaluation will include a robust qualitative component. This will provide participating LAs and the Department with an understanding of how the delivery of the assessment is working within each LA, factors influencing delivery and what impact participation in the intervention has on LA behaviours and the behaviours of social workers themselves.

The Contractor will liaise with the Department's What Works Centre (WWC), primarily through the advisory board, to ensure that the evaluation approach uses standards recognised by the WWC.

Phase 1 approach

Qualitative research will be undertaken with the delivery partner, key strategic LA managers/supervisors, a sample of social workers who took the assessment and a sample of social workers who did not. In addition, the Assistant Director of Children's Services (ADCS) within each LA will be approached to capture a macro-level view of the context and culture in which NAAS is being implemented.

Given the different skills, experiences and pressures on social workers operating in Adoption Support versus Child Protection (for example) the evaluation will account for the experiences and impact of NAAS across the range of teams from which social workers are drawn. The Contractor will take an iterative approach to sample selection, reflecting the structure of social care and profile of social workers in each LA, but ensuring representation across Tiers

3 and 4 services (including equivalent of Referral and Assessment, Child Protection and Looked After Children).

The qualitative fieldwork will be undertaken via telephone/video conferencing, following initial face-to-face introductory sessions in each LA.

The qualitative approach and areas of focus is presented in the table below.

Stakeholder group & approach	Interview focus
ADCS 1 x interview per authority at two time points: • T1 May/June 2018 • T2 January/February 2019 Interviews last 30-40 minutes	• T1 interviews will cover the LA practice context, expectations in relation to NAAS implementation (including practice endorsement), factors influencing implementation, assessment support planned for workforce, wider workforce support and expected impacts on participating social workers and the wider workforce. • T2 interviews will focus on understanding what worked well/less well in NAAS implementation, how LAs support those that do less well in assessments, perceptions of impact on social workers and families, any wider impacts on the workforce, culture, recruitment and retention and any recommendations for improvement.
Team Manager or Principle / Senior Practitioner 3 x interviews per authority at three time points: • T1 May/June 2018 • T2 immediately following implementation • T3 three months post implementation Interviews last 30-40 minutes	• T1 interviews will cover the same areas as with the T1 ADCS but with a greater focus on the specific team context. • T2 interviews will focus on the top-of-mind experiences of the assessment, what worked well and less well, and how the practice endorsement was undertaken, in addition to views around the assessment outcomes (e.g. whether good social workers are seen to do well in the assessments) and how teams are supporting those who do less well in the accreditation. • At T3 the interviews will focus on reflections around the training and development for preparing social workers for NAAS, and the impact of NAAS on social worker behaviours (incl. practice, commitment, morale, career plans etc.), with a focus on those who were assessed (and did well or not) and those who were not assessed. Plus recommendations for improvement.
Assessed Social Workers 3-5 x triads per authority at three time points (n=9-15): • T1 May/June 2018 • T2 immediately following implementation • T3 three months post implementation Triads last 45-60 minutes	• Participating social workers will be profiled before determining the number and structure of triads, accounting for factors like years of experience, specialism, team etc. (ensuring that the triads are suitably composed – e.g. avoiding mixing very experienced with newly qualified). • T1 interviews will cover practice context, awareness, understanding and expectations in relation to NAAS implementation, assessment support received, and expected impacts practice. • T2 interviews will focus on understanding what worked well/less well in NAAS implementation, how social workers were supported in preparing for and immediately post assessment, the experience of different stages of assessment, and recommendations for improvement. • At T3 the interviews will focus on reflections around the training and development for preparing social workers for NAAS, and the impact of NAAS on behaviours and outcomes for families (seeking concrete examples).

Stakeholder group & approach	Interview focus
Non-assessed Social Workers 3 x paired depth interviews per authority at two time points (n=6) • T1 May/June 2018 • T2 January/February 2019 Interviews will last 30-40 minutes	• T1 interviews will cover the same areas as those with intervention social workers. • At T2 the interviews will look to explore social workers views on how, if at all, practice, management, supervision, training or professional development had altered over the course of the period in which NAAS was implemented, including any impact this has had directly on their practice.

In addition a separate interview will be undertaken with a representative of the Delivery Partner at three time points (T1 May/June 2018; T2 September/October; T3 January/February 2019). These interviews will each last approximately one hour. T1 interviews will focus on understanding the activities planned to support NAAS implementation, expected challenges and risks, and mitigation strategies. At T2 and T3 the interviews will focus on how NAAS had been implemented, any key differences between LAs, challenges encountered and responses to these, and any changes to the delivery process within Phase 1 (or expected for Phase 2).

A topic guide will be drafted to structure each interview or group discussion drawing on the programme logic model and evaluation framework, enabling triangulation between different participant groups. All fieldwork will be conducted by telephone.

Phase 2 approach

Phase 2 will involve the same approach to fieldwork and sampling, but will be revised in light of experience of Phase 1, following a review in March 2019.

Qualitative analysis process

The interviews will be audio recorded and analysed in depth using a content analysis method known as framework analysis.

Collection and analysis of management information and cost data

To undertake the value for money assessment for NAAS, London Economics (supported by the Contractor and Professor [redacted]) will:

- Work with the Department, the Delivery Partner and LAs to identify the different cost elements of NAAS and what data is available from each stakeholder and externally;
- Build a simple cost collection tool to obtain data from LAs in a consistent way;
- Identify suitable statistical neighbours for comparison (this is also a key element of the approach to wider management data/impact analysis); and
- Conduct analysis at Phase 1, and refine the approach and repeat at Phase 2.

Cost information will be drawn from a number of different stakeholders:

- from the Department on the development and ongoing costs associated with the implementation and operation of NAAS, and costs for producing guidance and materials in conjunction with the Delivery Partner.
- from the Delivery Partner on the expected costs associated with delivery at the time of contract award to allow for subsequent assessment(s) of the extent to which actual

costs diverged from initial expectations over the course of the evaluation. Given the specificity of the requirements faced by the Delivery Partner, as well as the fact that the value of the contract is in part based on the level of throughput, this component of the analysis will seek to classify and categorise all the costs incurred by the Delivery Partner into fixed and marginal costs. The extent to which there have been particular cost risks borne by the Delivery Partner will also be assessed – and the possible impact of these risks on the delivery of a high quality robust service.

- The next stage of the analysis will consider the costs to each LA in the testing phases. Through a relatively simple cost collection tool, fixed/developmental costs incurred by the LAs will be collected, as well as the costs associated with each of the assessment stages. The nature of support provided to candidates and the costs linked to delivery will be identified. This information will be collected in terms of direct financial costs and in relation to the amount of time (by staffing grade) that might have been incurred. This information will be combined with external information (from the Labour Force Survey or the Annual Survey of Hours and Earnings) in order to place a monetary value on the LAs' time commitments. Information will also be collected directly from LAs in relation to the four specific stages of NAAS – although the LAs will be primarily involved in the first stage; there may be additional (back fill) costs associated with the remaining stages.
- A further cost component relates to the time costs incurred by social workers themselves. These will be assessed as part of the staff survey and the Contractor will assess the time commitment that social worker candidates make in the various stages of the NAAS, but also the commitment in relation to additional preparation and training to successfully undertake the assessment.
- Other cost components include costs associated with social workers who choose not to be assessed, who may be lost to the market if deemed unemployable (this could, at an extreme, include some losing their registration). Social workers perceptions of the cost of this process will be explored in the qualitative interviews and survey (e.g. the fear of being unaccredited might deter them from pursuing a career in SW).

The evaluation will investigate the economic benefits that might be associated with implementation, and substantial information will be interrogated as part of the process evaluation. The implementation might be expected to have a beneficial impact on the retention of social workers within the LAs' workforce (with a subsequent reduction in the costs incurred relating to recruitment, staff vacancies, increased workload amongst remaining staff and agency staff). To understand these benefits, the Contractor will undertake a difference-in-difference analysis of a number of these quantifiable outcome measures between the treatment LAs and a control group of other LAs that are 'statistical twins' using a Propensity Score Matching approach. This quasi-experimental approach will allow the difference in workforce outcomes (for instance) to be compared over time – thereby isolating the impact of NAAS on these outcomes, ultimately allowing a monetary value to be placed on these improved workforce outcomes.

Selection of comparison LAs

A matched cohort of comparison LAs in Phase 1 and Phase 2 will form a core part of the Contractor's approach to the analysis of management and cost data.

In addition a staff survey and qualitative case studies will also be carried out in a sample of comparison LAs in Phase 1 (up to 6). The case studies will include familiarisation interviews by telephone, an interview with the DCS, 3 middle management interviews, and 5 paired frontline practitioner interviews (interviews will be conducted at a single time point, to be determined during scoping stage).

Identifying comparators will involve taking into account the evaluation, impact and cost analysis metrics (as these could feed into the comparison characteristics). The data used to match LAs will include a combination of LA demographic metrics (population size/density, affluence[1], proportion of children in care) and social worker information (potentially categories such as caseload volume, Ofsted rating, experience of staff, staff turnover and agency staff usage). Using these metrics a cohort of comparison LAs will be selected for Phase 1.

For the collection, analysis and comparison of cost and management information, the Contractor will conduct a 1 vs 1 analysis of the pilot LA and its matched statistical neighbour.

The Contractor will deploy additional briefing materials to help overcome the challenge of achieving suitable response rates for the staff survey and engagement with the qualitative research in the comparison LAs (as NAAS is a much more distant prospect), and the Department and the comparison LAs will have a role in actively publicising and promoting the evaluation. The Contractor and the Department will review progress in the comparator authorities towards the end of Phase 1, to decide whether to include comparators in Phase 2 (via a contract variation).

Longitudinal data identification and collecting

The Contractor will identify workforce and management data systematically collected by LAs, the Department and others (but which may not be publically available or regularly reported in statistical returns to DfE). These data will help track impact on key outcomes over time, and provide a replicable approach to ongoing and wider impact monitoring. There will be a scoping phase at the start of the project to identify what information is available, and this will be followed up with each pilot site LA to understand what is available locally. This will allow a picture to be built up of what data might be consistently collected across all LAs, where there are gaps, and produce guidance for the Department (and LAs) on follow up actions to address these.

During scoping and throughout Phase 1 and Phase 2 the Contractor will investigate what data would ideally be used to measure impact, and what is mostly likely to be available, with strategies to address any gaps between these two states.

To measure impact the Contractor will review and create a data set incorporating historic information for each LA, using the data available (e.g. staff retention figures, cost data), which will then be tracked over time to show the trajectory and indicate the impact of NAAS on social workers, employers, the workforce market and practice quality. This approach will allow for an assessment of the historic 'baseline' against which NAAS might be assessed, controlling for other confounding local characteristics and progress can be measured over time.

Project Management

The project management approach will involve:

- Properly maintained process, delivery and risk management plans, agreed with all parties at the outset, and monitored and updated throughout
- Effective timetabling of work streams and monitoring and reporting of progress

[1] Using a tool such as the Index of Multiple Deprivation and/ or information such as the proportion of children receiving free school meals.

- Clear team roles and lines of accountability
- Knowledge sharing between team members to ensure project continuity for absences
- Regular and open formal and informal communication between the Contractor and the Department
- Providing a flexible and responsive service

The Contractor will hold a project management meeting each week, attended by the full project team, and operations colleagues where necessary, to review progress, identify actions, assess risks, and discuss content for discussions with the Department, LAs, delivery partners and formal updates.

In addition to the specific planned meetings the Contractor will schedule additional face-to-face meetings in London, or video/telephone conferences where necessary, to ensure open lines of communication.

To embed the evaluation in each LA the Contractor will assign a specific member of the team to act as a dedicated area coordinator. This team member will establish the relationship with their LA, spending a full day immersing themselves in the local context and systems through a site visit and interviews with key members of staff (senior and frontline). They will then be the main point of contact for the LA throughout the evaluation, delivering the regular formal written updates and learning reports, as well as providing further support and advice as their LA needs it. They will continue to talk to key contacts within the LA to maintain a detailed understanding of the local context, repeating the site visit where necessary (although to reduce the burden on the LA, telephone, skype and email contact will be used for most follow up activities). They will also coordinate all research activities in their area, conducting some of the qualitative work themselves, and they will lead brainstorm and workshop sessions focussed on their LA. This project management approach will ensure there is a consistent point of contact for the authority and a coordinator for all evaluation activities. This will also help ease any burden on the LAs by giving them a dedicated contact.

The Contractor will travel to the Leeds hub for meetings with the Department and the Delivery partner approximately once every four weeks during the scoping/ discovery phase and then routinely over the rest of the contract (up to a maximum of fifteen visits over the life of the project). Options such as telephone and video conferencing will also be used.

The Contractor will also be involved in up to eight ad hoc DfE- and LA-run events (DfE partnership days with all the Phase 1 and Phase 2 sites and also some LA-run events where they will be directly briefing their social workers).

5 METHODOLOGY

SCHEDULE OF WORK

Task	Output	Date Required
Some of these tasks will occur in parallel (e.g. phase 2 work may start before phase 1 ends)		
Contract signed; Project set up meeting; Begin desk review of existing questionnaires and cost data; Begin interviews with key DfE stakeholders;		Jan-18
Finish interviews with key DfE stakeholders; Interview Delivery Partner; Begin conversations with Phase 1 LAs and comparators; Further development work on cost analysis; Begin developing programme logic model/process diagram and evaluation framework;		Feb-18
Finalise programme logic model/process diagram and evaluation framework; Design workshop - quantitative and qualitative materials for Phase 1; Further drafting of research materials;		Mar-18
Begin LA immersion site visits; Produce scoping report; DfE review and final drafting of research materials; Cognitive testing of survey questionnaire; Prepare for Advisory Group meeting (#1);	Deliver scoping report Advisory Group presentation (#1)	Apr-18
Complete LA immersion site visits; Finalise research materials for Phase 1; Establish data sharing protocols with Phase 1 LAs; Begin T1 qualitative research in Phase 1 LAs;		May-18

Task	Output	Date Required
Receive staff sample for survey from Phase 1 LAs; Issue survey invitation to social workers; Finalise cost analysis data collection tool and analysis approach;		Jun-18
Begin Phase 1 activities		Jul-18
Draft Phase 1 interim report	Phase 1 phase interim report delivered to DfE early/mid-Nov	Nov-18
Prepare for Advisory Group meeting (#2)	Presentation of report to the Advisory Group (#2)	Jan-19
Draft Phase 1 final report	Deliver Phase 1 draft final report to DfE mid Feb	Feb-19
Finalise Phase 1 Phase final report	Deliver Phase 1 final report by end March	Mar-19
Review plans for evaluation of Phase 2 in light of experience in Phase 1, including use of comparators	Phase 1 review meeting with DfE	Mar-19
Establish relationship (incl site visits) and data sharing protocols with Phase 2 LAs and comparators (earlier if possible - during Phase 1); Begin Phase 2 activities;		Apr-19
Draft Phase 2 interim report	Deliver Phase 2 interim report to DfE early/mid-Sept '19	Sept-19
Prepare for Advisory Group meeting (#3)	Presentation of report to the Advisory Group (#3)	Nov-19
Draft Phase 2 final report	Draft Phase 2 final report delivered to DfE	Dec-19
Finalise Phase 2 final report	Finalise Phase 2 final report by end January '20	Jan-20

Changes may be required to the evaluation approach and expenditure during Phase 1 and Phase 2 and/ or to the length of the initial term of the contract, arising from as yet unanticipated changes to the delivery of NAAS.

The Contractor and Department will review the evaluation approach and expenditure required within each milestone on a quarterly basis to allow any changes to the contract.

Any resulting changes to the contract will be dealt with via contract variations to be agreed in writing by both parties.

Outputs

Key outputs are outlined in the table above. The final Phase 1 and Phase 2 evaluation reports will be produced in DfE Research Series format, to a standard suitable for publication.

The Contractor will provide regular formal updates to the Department, plus further ad hoc updates as required. For formal project updates, a template will be agreed at the start of the project, to cover key information, including: current/ upcoming activities, delivery and approval dates, updated risk register and project timetable, and emerging findings from the evaluation. These updates will include a breakdown by each LA pilot site.

These will consist of weekly formal updates, with monthly updates taking a strategic look at the pilot programme implementation and evaluation delivery and findings. The Contractor's Project Manager will provide more frequent or specific updates as required, and they and the Project Director will be available to catch up by phone or face-to-face as necessary.

These updates will be accompanied by updates for each pilot LA. The contractor will work with the Department to identify the evaluation process feedback and insights to share with LAs, and the dedicated area managers will convey these via formal email updates and telephone.

Formative feedback reports

The pilot has been designed to enable a formative evaluation approach and for real time recommendations on the delivery model to influence service design and delivery.

The Contractor will maintain a feedback database (in Excel), structured around key themes, audiences and covering the evaluation questions formalised in the scoping report. The learning generated will be recorded in the weekly and monthly project management updates, and summarised into formal formative feedback reports at regular intervals (at least quarterly, but timed to coincide with key pilot implementation milestones and to be agreed with the Department). These reports will be structured around the evaluation objectives, including process evaluation feedback, recommendations on service design and delivery, cost analysis, and experiences and implications by each stakeholder group (LAs, managers and supervisors, social workers, delivery partners).

Formal reporting and learning tools

Alongside the regular outputs, the Contractor will deliver a number of formal deliverables at key stages of the evaluation. These will provide actionable recommendations across the roll out.

Scoping report – summarising the programme aims (including a project diagram and logic model), evaluation objectives, research questions, methods overview, timetable, risk register and deliverables.

Interim report on the Phase 1 stage – this will summarise learning from the Phase 1 stage at six months, including a summary of emerging findings, structured by the evaluation objectives and research questions, including implications for the remaining Alpha phase and the Phase 2 phase.

Final report on the Phase 1 stage – building on the interim report, with focus on successes and barriers to implementation during Phase 1 and lessons for Phase 2.

Interim report on the Phase 2 stage – this will follow a similar structure to the interim Phase 1 report, but with a specific focus on implications for the national roll out.

Final report on the Phase 2 stage – the final Phase 2 report will bring together findings from across the evaluation, structured by implications for assessment delivery, impact on LA and social worker behaviours, and recommendations for the national roll out.

Presentations – the Contractor will deliver presentations to the Department towards the end of both Phase 1 and Phase 2. These will be interactive workshop style sessions.

Learning toolkits for LAs – the Contractor will produce an output targeted at LAs and social workers, which provides them with easily digested and enacted lessons from the evaluation. This will help them understand the policy and practical implementation, and provide guidance on key issues, including: communicating about the process, supporting staff, managing staff not being assessed, what practitioners can expect during the assessment, and how to approach post-assessment follow-ups. These toolkits could be packaged as an overall guide and/or distilled into bitesize thematic guides.

Advisory Group summary reports and presentations – the Contractor will produce summary reports and presentations for the Advisory Group.

- towards the end of the scoping stage to ensure approval and buy in to the evaluation objectives and research questions (and methods);
- when the Phase 1 report has been delivered, to allow the group to feed into the interpretation of the emerging findings, steer actions to amend the remaining Phase 1 stage delivery, and shape recommendations for Phase 2;
- when the Phase 2 report has been delivered; and
- following delivery of the final Phase 2 stage report and LA toolkits, to give feedback on the outputs feeding directly into the national roll out.

Alongside the reporting and presentation outputs, the Contractor will provide the Department with datasets from all strands of the evaluation in a format to be agreed (e.g. PDF data tables, SPSS files, excel data files). All data shared with the Department will be anonymised to ensure that participants cannot be identified, encrypted, and shared using a secure portal.

External communications

All external communications to social workers, employers, stakeholders or otherwise must be agreed and signed off in advance by the Department.

6. STAFFING

The Project Director, [redacted] will be involved in key internal and external meetings. He will have overall responsibility for delivery of the research, including establishing a clear set of objectives and expectations at the start, inputting into the development of all materials and outputs, and providing quality assurance.

Project management will be overseen by [redacted] for the quantitative elements and [redacted] for the qualitative research. They will lead on the development of all research instruments, provide a dedicated source of information and support for the Department, oversee liaison with the LAs, and forge a strong working relationship with the Delivery Partner.

They will be supported by [redacted] and our network of experienced qualitative associates.

For the Phase 2 phase of the project, where there is a significant increase in the scale of the evaluation, additional Kantar Public staff will be brought into the core team to ensure that activities are effectively managed and delivered.

[redacted] at London Economics, will oversee the cost analysis and provide advice on collation and analysis of impact data. [redacted] will be supported in the collation and analysis of cost and management data by [redacted]

Professor [redacted] will provide support in producing the evaluation framework and research tools, and in reviewing all outputs. [redacted] will also be involved in meetings with the Department and Advisory Group.

Number of Days per staff member

[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

The Contractor will ensure flexibility of staff resources to ensure that quality standards are maintained even if members of the core team are not available. In the event of a staff member leaving or being on long-term sick leave, the Contractor will ensure that project staff are replaced with similarly experienced staff with a similar grade.

[redacted] will be the project manager in the Department working with [redacted]

7 STEERING COMMITTEE

The Department will 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 main risks and countermeasures are outlined below. During the scoping phase the Contractor will expand and refine this to build a full log of potential risks and countermeasures. The risk register will be reviewed and updated in regular project updates to the Department.

Risk 1 – Delays or problems with NAAS implementation (Likelihood: medium; Impact: medium): The Contractor has the capacity to remain flexible around delays or changes to implementation of the programme. Additional members of staff will be brought in should delays need to be made up. The Contractor will liaise closely with the Delivery Partner and LAs to understand progress and will maintain a 'live' evaluation plan and keep the Department updated regularly on the progress of activities and of any implications from delays or problems with NAAS implementation. Data collection approaches will be flexible and so can be adapted to work around revised timings.

Risk 2 – Delays or problems accessing staff contact details (Likelihood: medium; Impact: medium): The Contractor will work with the pilot authorities during the scoping stage to brief and support them on the information needed. Data requests will be kept to a minimum to avoid over burden and reduce the risk of data not being available. Should staff contact details not be available, LAs can send invitations to the Contractor's hosted survey.

Risk 3 – Delays or problems accessing cost data (Likelihood: medium; Impact: high): London Economics, supported by the wider evaluation team, will put considerable time into scoping what data is available and will develop a simple cost collection tool for LAs to use to increase the likelihood of data being provided. They will also examine external sources for related cost data to complement any LA/Delivery Partner based data. Guidance materials, additional support, and considerable lead in time will be provided to increase the likelihood of data being made available.

Risk 4 – LAs, or the Delivery Partner, do not (continue to) engage (fully) with the evaluation (Likelihood: low; Impact: high): The Contractor will invest time during the early stages of the project to establish strong relationships with all stakeholders. Project updates and findings will be tailored to suit the Delivery Partner and LAs (as well as the Department). Updates and formative findings will be delivered quickly and frequently, and these will be accompanied by telephone or face to face follow ups to ensure findings have been understood and that LA/Delivery Partner feedback is channelled into improving the usefulness of outputs.

Risk 5 – Social Workers/staff do not engage with the survey and/or qualitative research (Likelihood: medium; Impact: high): Topic guides and questionnaires will be designed by the Contractor with input from Professor [redacted] These will draw from examples of previous research materials and processes that have successfully been used with social workers. Supporting documents (e.g. survey invitations) will emphasise the importance and relevance of the exercises. The Contractor will work closely with the LAs to help them encourage their staff by raising awareness for and understanding of the evaluation. Any research will be conducted in ways and at times that suit individual social workers (i.e. online survey; telephone based qualitative fieldwork).

Risk	Likelihood	Impact	Action	Recovery Plan
Lack of clarity/understanding of project objectives	Low	High	Scoping stage activities.	Revisit and agree the Department's key project aims and objectives, and how the research design will meet these, at project catch up meetings. Regular communication and documentation of decisions throughout the project to ensure that work reflects aims and objectives throughout.
Low levels of consent to follow-up	Low	High	Draw from approaches used in comparable surveys.	If rates are low the question will be changed during fieldwork.
Questionnaire does not meet research requirements	Low	High	An experienced team with expertise in questionnaire design. Throughout the development process there will be opportunities for the Department to review and contribute to draft questions. The pilot survey will allow the Contractor to test and refine all research tools including the questionnaire	Review and adapt questionnaire after pilot.

Respondents fraudulently complete more than one questionnaire	Low	Medium	The Contractor will employ established techniques to look out for multiple returns from one individual. These include placing cookies on devices to prevent more than one return from the same device, discarding surveys that have been completely unreasonably quickly (because the respondent knows the questionnaire) and manual checking of surveys that have 'main lined' down the same column of responses – even if we have flipped/rotated the direction of any attitude scales.	
Data security issues and/or ethical breach of conduct	Low	High	A commitment to high standards of quality, ethics and information security, underpinned by accreditations to ISO 9001, ISO 20252 and ISO 27001.The Contractor will follow clear ethical procedures relating to confidentiality and anonymity. Full consent gained	Full complaints process. Agree actions to remedy any data security issues or respondent complaints. Raise issues with the Department and agree actions.

			from respondents. Ensure all interviewers are CRB checked.	
Respondent complaints	Low	Medium	The Contractor will send a clear and informative cover letter to give respondents sufficient information about the research and set up a free phone number that respondents can ring if they have any questions. This will help avoid a formal complaint from respondents, as their questions will be answered.	In the event of any complaint, the Contractor's procedure covering the management of complaints from, or on behalf of, respondents, or from other members of the public clearly sets out what they should do. This procedure forms part of the Contractor's ISO 20252-accredited quality systems, and conforms to the requirements of the MRS Code of Conduct.
Timings	Medium	Medium	The Contractor will review project progress with the Department and be flexible to accommodate any changes in fieldwork requirements. Rigorous project management systems and sufficient organisational capacity will enable the Contractor to meet all requirements.	Revise timetables; draw on additional staff from wider Kantar Public team.

Insufficient staff resource or loss of key staff	Low	High	The project team will meet weekly to ensure all team members are aware of the current status of the project. Kantar Public has a team 70 researchers – so are able to move resources within this team to ensure that quality standards are maintained even if members of the core team are not available.	In the event of a staff member leaving or being on long-term sick leave, there is sufficient capacity across the wider team to ensure that project staff are replaced with similarly experienced staff with a similar grade.
Disasters such as flooding or power cuts	Low	High	The Contractor has a business continuity plan that defines the minimum planning requirements for management and staff to respond to, continue critical services during, and recover from, an incident. Additionally, ISO 27001 assets are risk assessed in accordance with the Information Security Management System requirements. The Contractor has password-protected systems with full back-up in place to ensure there is no problems with data loss.	All staff are equipped to work securely from home and, as described above, there is a large pool of researchers on which to draw if any staff are affected by an incident.

Difficulty in controlling the focus of discussion	Low	High	An experienced team of moderators with an understanding of social care. Topic guides will be drafted to ensure alignment with evaluation framework and core objectives.	Review and adapt topic guide after pilot interviews.
Participant attrition from interviews or discussions between waves	Medium	Medium	A telephone-based approach to fieldwork promotes flexibility, accommodating the changing schedules of social workers. There is a large total sample, minimising risk from attrition impacting findings.	If attrition is high within one LA, or one type of participant cohort, this will be boosted with additional sample.
Ofsted inspection interrupts NAAS or the evaluation	Medium	Medium	A large and experienced team, who are fully aware of the challenges that an Ofsted inspection could present. The team will remain flexible to this situation, altering the evaluation schedule as needed.	Delay fieldwork and understand influence of the Ofsted inspection on practice/culture.

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.

The Contractor and all members involved in the consortium must adhere to strict confidentiality and data protection requirements, in line with the Department's security standards, with regard to all sensitive and/or personal information that are acquired from this contract (as set out in Schedule 3).

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.

1.2 Changes may be required to the evaluation approach and expenditure during Phase 1 and Phase 2, arising from as yet unanticipated changes to the delivery of NAAS. The Contractor and Department will review the evaluation approach and expenditure required within each milestone on a quarterly basis. In addition, there will be a break clause at the end of Phase 1 (31 March 2019) before which the Contractor and the Department will review the evaluation approach and planned expenditure for Phase 2, based on experiences during Phase 1. Any resulting changes to the contract (including to the term of the contract) will be dealt with via contract variations to be agreed in writing by both parties.

Table

Project Milestone	Payment Amount	Payment Date
Undertake scoping phase	[redacted]	31 March 2018
Complete scoping phase, deliver scoping report (end April) and issue survey invitation to Phase 1 social workers	[redacted]	30 June 2018
Commence Phase 1 fieldwork + Comparator analysis	[redacted]	30 September 2018
Undertake Phase 1 activities and delivery of Phase 1 interim report	[redacted]	31 December 2018
Complete Phase 1 fieldwork and delivery of Phase 1 final report	[redacted]	31 March 2019
Commence Phase 2 fieldwork and Comparator analysis	[redacted]	30 June 2019
Undertake Phase 2 activities and delivery of Phase 2 interim report	[redacted]	30 September 2019
Complete Phase 2 fieldwork and delivery of Phase 2 final report	[redacted]	31 January 2020

Expenditure for the financial year 2017-2018 shall not exceed [redacted] exclusive of VAT.
Expenditure for the financial year 2018-2019 shall not exceed [redacted] exclusive of VAT.
Expenditure for the financial year 2019-2020 shall not exceed [redacted] exclusive of VAT.

In addition to the above project milestones, the Department requires the Contractor to undertake flexible travel to the Leeds hub ([redacted]), involvement in ad hoc DfE- and LA-run events [redacted] and [redacted] additional social worker face-to-face engagement events. This will cover reasonable travel and subsistence costs (standard rail fares) and staff time. The Contractor shall supply the Department's Project Manager with a quarterly expenditure and payment statement for this activity, including copies of receipts. This will be scrutinised by the Department to ensure value for money. This extra expenditure should not exceed £39,750 over the term of the project ([redacted])

Total Project expenditure shall not exceed **£444,785** exclusive of VAT plus up to **£39,750** to cover flexible travel and staff time as outlined above.

2 The allocation of funds in the Table may not be altered except with the prior written consent of the Department.

3 The Contractor shall maintain full and accurate accounts for the Project against the expenditure headings in the Table. Such accounts shall be retained for at least 6 years after the end of the financial year in which the last payment was made under this Contract. Input and output VAT shall be included as separate items in such accounts.

4 The Contractor shall permit duly authorised staff or agents of the Department or the National Audit Office to examine the accounts at any reasonable time and shall furnish oral or written explanations of the accounts if required. The Department reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Contractor has used the Department's resources in the performance of this Contract.

5 Invoices shall be submitted on the invoice dates specified in the Table, be detailed against the task headings set out in the Table and must quote the Department's Order Number. **The Purchase order reference number shall be provided by the department when both parties have signed the paperwork.** The Contractor or his or her nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Contractor on the Projects in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from the Department within the terms of another contract.

6 Invoices shall be sent to the **Department for Education, PO Box 407, SSCL, Phoenix House, Celtic Springs Business Park, Newport, NP10 8FZ** and/or by email to **APinvoices-DFE-U@sscl.gse.gov.uk** and copies of invoices and receipts shall be emailed to the Project Manager. Invoices submitted by email must be in PDF format, with one PDF file per invoice including any supporting documentation in the same file. Multiple invoices may be submitted in a single email but each invoice must be in a separate PDF file. The Department undertakes to pay correctly submitted invoices within 10 days of receipt. The Department is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated

address of the Department. Any correctly submitted invoices that are not paid within 30 days may be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998. A correct invoice is one that: is delivered in timing in accordance with the contract; is for the correct sum; in respect of goods/services supplied or delivered to the required quality (or are expected to be at the required quality); includes the date, supplier name, contact details and bank details; quotes the relevant purchase order/contract reference and has been delivered to the nominated address. If any problems arise, contact the Department's Project Manager. The Department aims to reply to complaints within 10 working days. The Department shall not be responsible for any delay in payment caused by incomplete or illegible invoices.

7 The Contractor shall have regard to the need for economy in all expenditure. Where any expenditure in an invoice, in the Department's reasonable opinion, is excessive having due regard to the purpose for which it was incurred, the Department shall only be liable to reimburse so much (if any) of the expenditure disallowed as, in the Department's reasonable opinion after consultation with the Contractor, would reasonably have been required for that purpose.

8 If this Contract is terminated by the Department due to the Contractor's insolvency or default at any time before completion of the Projects, the Department shall only be liable under paragraph 1 to reimburse eligible payments made by, or due to, the Contractor before the date of termination.

9 On completion of the Project or on termination of this Contract, the Contractor shall promptly draw-up a final invoice, which shall cover all outstanding expenditure incurred for the Project. The final invoice shall be submitted not later than 30 days after the date of completion of the Projects.

10 The Department shall not be obliged to pay the final invoice until the Contractor has carried out all the elements of the Projects specified as in Schedule 1.

11 It shall be the responsibility of the Contractor to ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. Provided that all previous invoices have been duly paid, on due payment of the final invoice by the Department all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the Department shall have no further liability to make reimbursement of any kind.

End of Schedule Two

SCHEDULE THREE

1. Contractor's Obligations

1.1. The Contractor shall promptly and efficiently complete the Project in accordance with the provisions set out in Schedule One.

1.2. The Contractor shall comply with the accounting and information provisions of Schedule Two.

1.3. The Contractor shall comply with all statutory provisions including all prior and subsequent enactments, amendments and substitutions relating to that provision and to any regulations made under it.

1.4. The Contractor shall inform the Department immediately if it is experiencing any difficulties in meeting its contractual obligations.

2. Department's Obligations

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

3. Changes to the Department's Requirements

3.1. The Department shall notify the Contractor of any material change to the Department's requirement under this Contract.

3.2. The Contractor shall use its best endeavours to accommodate any changes to the needs and requirements of the Department provided that it shall be entitled to payment for any additional costs it incurs as a result of any such changes. The amount of such additional costs to be agreed between the parties in writing.

4. Management

4.1. The Contractor shall promptly comply with all reasonable requests or directions of the Project Manager in respect of the Services.

4.2. The Contractor shall address any enquiries about procedural or contractual matters in writing to the Project Manager. Any correspondence relating to this Contract shall quote the reference number set out in the Recitals to this Contract.

5. Contractor's Employees and Sub-Contractors

5.1 Where the Contractor enters into a contract with a supplier or contractor for the purpose of performing its obligations under the

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

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

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

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

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

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

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

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

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

5.7. The Contractor shall take all reasonable steps to avoid changes of employees or sub-contractors assigned to and accepted to perform the Project under the Contract except whenever changes are unavoidable or of a temporary nature. The Contractor shall give at least four week's written notice to the Project Manager of proposals to change key employees or sub-contractors

6. Ownership of Intellectual Property Rights and Copyright

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

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

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

6.2.2 exercise all rights of a similar nature as those described in Clause 6.1 above which may be conferred in respect of any Copyright Work by the laws from time to time in all other parts of the world.

6.3 Each party will at the request and reasonable expense of the other execute all such documents and do all such acts as may be reasonably necessary in order to vest in the other the rights granted to the other under this Clause 6.

7. Data Protection Act

7.1 With respect to the parties' rights and obligations under this Contract, the parties agree that the Department is the Data Controller and that the Contractor is the Data Processor. For the purposes of this Clause 7, the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Process" and "Processing shall have the meaning prescribed under the DPA.

7.2 The Contractor shall:

7.2.1 Process the Personal Data only in accordance with instructions from the Department (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by the Department to the Contractor during the period of the Contract);

7.2.2 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by law or any Regulatory Body;

7.2.3 Implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

7.2.4 Take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;

7.2.5 Obtain prior written consent from the Department in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;

7.2.6 Ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause 7;

7.2.7 Ensure that none of Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Department;

7.2.8 Notify the Department within five Working Days if it receives:

7.2.8.1 a request from a Data Subject to have access to that person's Personal Data; or

7.2.8.2 a complaint or request relating to the Department's obligations under the Data Protection Legislation;

7.2.9 Provide the Department with full cooperation and assistance in relation to any complaint or request made, including by:

7.2.9.1 providing the Department with full details of the complaint or request;

7.2.9.2 complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Department's instructions;

7.2.9.3 providing the Department with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Department); and

7.2.9.4 providing the Department with any information requested by the Department;

7.2.10 Permit the Department or the Department's Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Contractor's data processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Department to enable the Department to verify and/or procure that the Contractor is in full compliance with its obligations under this Contract;

7.2.11 Provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Department); and

7.2.12 Not Process or otherwise transfer any Personal Data outside the European Economic Area. If, after the Commencement Date, the Contractor (or any Sub-contractor) wishes to Process and/or transfer any Personal Data outside the European Economic Area, the following provisions shall apply:

7.2.12.1 the Contractor shall submit a request for change to the Department which shall be dealt with in accordance with any Change Control Procedure.

7.2.12.2 the Contractor shall set out in its request for change details of the following:

(a) the Personal Data which will be Processed and/or transferred outside the European Economic Area;

(b) the country or countries in which the Personal Data will be Processed and/or to which the Personal Data will be transferred outside the European Economic Area;

(c) any Sub-contractors or other third parties who will be Processing and/or transferring Personal Data outside the European Economic Area; and

(d) how the Contractor will ensure an adequate level of protection and adequate safeguards (in accordance with the Data Protection Legislation and in particular so as to ensure the Department's compliance with the Data Protection Legislation) in respect of the Personal Data that will be Processed and/or transferred outside the

European Economic Area;

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

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

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

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

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

8. Department's Data

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

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

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

8.4 To the extent that the Department's Data is held and/or processed by the Contractor, the Contractor shall supply that the Department's Data to the Department as requested by the Department in the format specified by the Department.

8.5 The Contractor shall take responsibility for preserving the integrity of the Department's Data and preventing the corruption or loss of the Department's Data.

8.6 The Contractor shall ensure that any files containing the Department's Data are stored on the Contractor's secure servers and/or secured IT equipment. The Contractor shall ensure that the Department's Data relating to the project is segregated from other data on their IT systems.

8.7 The Contractor shall not keep the Department's Data on any laptop or other removable drive or device unless that laptop, other removable drive or device is protected by being fully encrypted and password protected, and the use of the device or laptop is necessary for the provision of the services set out in the Contract. Laptops should have full disk encryption using either a CESG (Communications Electronic Security Group) CAPS approved product or alternatively a product that complies with the FIPS 140-2 Standard. USB devices used for transferring the Department's Data should be encrypted to the FIPS 140-2 Standard.

8.8 The Contractor shall keep an audit trail of where the Department's Data is held, including hardware, laptops, drives and devices.

8.9 The Contractor shall ensure that the Department's Data is stored in locked cabinets.

8.10 The Contractor shall ensure that the Department's Data is securely removed from their systems and any printed copies securely destroyed at the end of this work, or on termination of the contract. In complying with this clause, electronic copies of the Department's Data shall be securely destroyed by either physical destruction of the storage media or secure deletion using appropriate electronic shredding software, using a minimum setting of US DOD overwriting standard (7 passes). Any hard copy shall be destroyed by cross-cut shredding and secure re-cycling of the resulting paper waste.

8.11 The Contractor shall perform secure back-ups of all the Department's Data and shall ensure that up-to-date back-ups are stored off-site. The Contractor shall ensure that such back-ups are available to the Department at all times upon request.

8.12 The Contractor shall ensure that any of the Department's Data to be sent between the Contractor's offices/staff, and/or the sub-contractors, and/or any other third party are sent by CD or DVD and are fully encrypted and password protected. The Contractor shall ensure that the password for files is sent separately from the data to the named recipient of the data. The Department's Data shall be transferred by a secure courier or registered postal service (special delivery) and not by e-mail or on USB pens.

8.13 If the Department's Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Department may:

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

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

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

Warranty, Indemnity and Limitation of Liability

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 conform with Schedule One of the Contract (as amended by mutual agreement of the Parties) in all material respects.

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. In the event of any claim under any indemnity given under this Contract ("Claim"), the Department shall i) as soon as reasonably practicable, give written notice of the Claim to the Contractor, specifying the nature of the Claim in reasonable detail; ii) not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Contractor (such consent not to be unreasonably withheld or delayed; iii) give the Contractor all reasonable assistance in assessing, investigating and defending such Claim; iv) give the Contractor the option to take conduct of the negotiation, defence or settlement of such Claim provided that it takes due and proper account of the interests of the Department and does not settle or compromise any claim without the Department's prior written consent (not to be unreasonably withheld or delayed). Each Party shall at all times act so as to mitigate the losses and costs of the other.

9.5 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. To the extent permitted by law, the Contractor shall, save for its negligence or wilful misconduct or fraud, not be liable under this Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with this Contract for: i) loss of profit; ii) loss of anticipated savings; iii) loss of reputation; iv) loss of or damage to goodwill; v) loss of earnings; vi) loss of revenue; vii) loss of data; or any indirect, economic or consequential loss. To the extent permitted by law, the Contractor's maximum liability under or arising in connection with this Contract, whether such liability arises in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited in the aggregate to the sum of [redacted]

9.6. 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.

9.7. 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, it's 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 3 months' 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 sub-contracted in whole or in part by the Contractor without the prior written consent of the Department. Such consent may be given subject to any conditions which the Department considers necessary. The Department may withdraw its consent to any sub-contractor where it no longer has reasonable grounds to approve of the sub-contractor or the sub-contracting arrangement and where these grounds have been presented in writing to the Contractor.

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

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

20. Waiver

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

21. Notices

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

22. Dispute resolution

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

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

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

23. Law and Jurisdiction

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

24. Discrimination

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

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

25. Safeguarding children who participate in research

25.1 The Contractor will put in place safeguards to protect children from a risk of significant harm which could arise from them taking part in the Project. The Contractor will agree these safeguards with the Department before commencing work on the Project.

25.2 In addition, the Contractor will carry out checks with the Disclosure and Barring Service (DBS checks) on all staff employed on the Project in a Regulated Activity. Contractors must have a DBS check done every three years for each relevant member of staff for as long as this contract applies. The DBS check must be completed before any of the Contractor's employees work with children in Regulated Activity. Please see https://www.gov.uk/crb-criminal-records-bureau-check for further guidance.

26. Project outputs

26.1 Unless otherwise agreed between the Contractor and the Project Manager, all outputs from the Project shall be published by the Department on the Department's research website.

26.2 The Contractor shall ensure that all outputs for publication by the Department adhere to the Department's Style Guide and MS Word Template, available to download from: https://www.gov.uk/government/publications/eoi-guide

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

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

Signature

[redacted]

Name in CAPITALS

[redacted]

Position and Address

[redacted]
Department for Education
Level 8
Sanctuary Buildings
Great Smith Street
London
SW1P 3BT

Date
29/01/2018

Authorised to sign for and on behalf of the Contractor

Signature

[redacted]

Name in CAPITALS

[redacted]

Position and Address

[redacted]
Kantar Public
222 Gray's Inn Road
London
WC1X 8HB

Date
29/01/2018