

# CONTRACT



## Teacher Voice Omnibus Survey – February 2020

DATE 06/01/2020

### 1. Parties:

- 1.1. National Foundation for Educational Research Company No. 900899 of The Mere, Upton Park, Slough, Berkshire, SL1 2DQ ("NFER").
- 1.2. Office of Manpower Economics, 8<sup>th</sup> Floor, Fleetbank House, 2-6 Salisbury Square, London, EC4Y 8JX. (the "Client")

### 2. Services:

In consideration of the payment by the Client of the fee set out below NFER shall provide the services described in this clause.

NFER will: meet with RAND Europe Community Interest Company ("RAND") to confirm the questions to be included in the survey and run a bespoke survey to the Teacher Voice Omnibus Panel, to include the Client's questions (as in the appendix of this contract), in February 2020.

NFER will supply the following services for these questions:

- Provision of question wording and advice on content
- Online survey set up
- Survey administration achieving results from 1000\* teachers (\*see terms and conditions attached)
- A output package comprising:
  - Tabulated results showing percentages and base sizes for each of your questions
  - Cross-tabulations of your results by phase (primary and secondary teachers) and seniority (senior leaders and classroom teachers), showing percentages and base sizes
  - Anonymised dataset - showing the data from your questions ("OME Data") and standard background variables (gender, seniority and role of respondent plus phase, school type, region and free school meals eligibility of their school) ("NFER Data"). Extra school-level variables can be included for an additional cost.
  - Supplementary information about the sample composition and key demographics compared to the general population.
  - An additional anonymised dataset containing responses from the Discrete Choice Experiment analysis (also part of OME Data).

NFER aims to deliver to the following timetable:

- Draft question content: 06/01/2020
- Finalisation of question content: 07/01/2020
- Live survey period starts: 07/02/2020 - 12/02/2020
- Tabulated results, sample description and anonymised dataset: 27/02/2020.

- 2.2. Carry out the Project using reasonable skill, care and diligence.
- 2.3. Notify the Client as soon as possible if it becomes aware of any likely delay in compliance with the agreed timetable.

### **3. Data protection:**

**Other than where a court order requires it:**

- 3.1. No individual school or teacher will be identified to any party outside NFER as a result of this project.
- 3.2. Any data provided by the Client for use in the survey analysis shall be used for the purposes of this project only and then destroyed by NFER.

### **4. Intellectual property:**

- 4.1. The data upon which the output package has been prepared (NFER Background Data) and NFER Data will remain the property of, and confidential to NFER, and may be used by NFER in future research undertakings. OME Data shall be assigned on creation to the Client and shall be the property of and confidential to the Client. OME Data may be used by NFER in accordance with this contract, and NFER Data may be used by OME for any purpose and by RAND for the purposes of the applicable project contract between OME and RAND.
- 4.2.
  - a) The intellectual property rights (IPR) in the Client's questions subject to clause 4.2b the report and tables shall remain vested jointly with NFER and the Client, and both the Client and NFER, will sign any documents necessary to ensure joint ownership of such rights and each may use them without restriction subject to other provisions of this clause and without payment of further fees in perpetuity.
  - b) NFER shall not use any third party IPR or know-how contained within the Client's questions submitted by RAND on behalf of the Client except for the purpose of creating the survey, submitting the questions and creating the resulting deliverables to the Client.
- 4.3. NFER will seek approval from the Client to use any results from survey questions in publicity or dissemination activity.
- 4.4. For the avoidance of doubt, nothing in this contract shall prevent NFER from indicating that it is undertaking this work for the Client (subject always to acknowledgement of its working in collaboration with RAND in respect of this work) in its marketing and publicity material.
- 4.5. When publishing information based on the results of the survey, the Client will make it clear that the question(s) was/were included as part of NFER's Teacher Voice omnibus survey and give a link to the website at <http://www.nfer.ac.uk/teachervoice>

The Client will not use the NFER name or logo nor register nor claim any connection with NFER nor issue any publicity without obtaining prior NFER consent. Consent will not be unreasonably delayed nor unreasonably withheld. Subject to acknowledgement in accordance with clause 9 of the Teacher Voice Omnibus Survey terms and conditions consent is not required in respect of the exercise by OME of any of its proprietary rights.

- 4.6 The provisions of this clause shall continue to apply as to ownership and use of IPR after termination of this Agreement or its expiry and/or completion of the services.

## 5. Payment

- 5.1. The Client will pay and NFER will invoice a payment of **£61,171** for the services described above on completion of the tabulated results. VAT will be charged in addition at the prevailing rate.
- 5.2. The Client will make payment within 7 days of the date of the invoice. Please note that results will only be released after full payment of sums due.

## 6. Termination:

- 6.1. Either party may terminate the contract by serving a written notice to the other party at the above address. The Client acknowledges that the following fees will become payable irrespective of servicing notice to terminate:

Prior to commencement of survey creation by NFER	No fee is payable
After commencement of survey creation but prior to live start date	50% of project cost
After survey live start date no termination is accepted by NFER from the Client	Full project cost is payable

- 6.2 Subject to clause 6.1, in the event of a cancelled survey, any contractual agreement will be revoked and any monies paid by the Client to NFER for the provision of the service will be returned to the Client.

## 7. Variation:

- 7.1. Teacher Voice is a standardised package. The use of the package and reporting will be as stated in Clause 2.1. However if the Client wishes to extend this to additional requirements, then a variation to this contract would need to be agreed between NFER and the Client.
- 7.2. In addition to the standard question type, this survey will contain Discrete Choice Experiment questions. Data for these questions will be provided in raw form.

## 8. General

These terms are the entire agreement between the parties and may only be varied by agreement in writing signed by both parties. NFER excludes all liability for consequential

and indirect loss and limits its liability to the amount of the fees paid, save that no liability for death or personal injury caused by negligence nor fraudulent misrepresentation is excluded. NFER shall have no liability for any delay or failure caused by circumstances of force majeure or otherwise beyond its reasonable control including without limitation Governmental action, strikes, riots, fire, flood. Each party shall keep strictly confidential all business, financial products, supplier, customer and business information of the other without limit as to time for so long as such information is not in the public domain otherwise than the default of the other party.



## Teacher Voice Omnibus Survey Terms and conditions

1. Questions requiring teachers to subscribe to further research cannot be included in the survey.
2. No individual teacher or school will be identified from the survey panel.
3. NFER will have final say over the wording of questions and reserve the right to refuse inclusion of questions where we feel that it may compromise NFER in some way.
4. All questions will normally be asked of the whole teacher panel, unless simple routing is used.
5. If final agreement of question content is not met by fault of the Client then NFER will not normally be able to include the question in that round of the survey
6. NFER aim to achieve responses from 1,000 teachers (approximately 500 primary and 500 secondary teachers) from a nationally representative sample of publicly funded schools in England. The achieved sample may vary from 900 to more than 1,000 in some surveys.
7. NFER will not use the results of survey questions pertaining to a Client unless NFER has sought permission from that Client.
8. Clients should allow NFER the chance to comment on any materials before publicising the results of the survey. All publicity must acknowledge NFER's Teacher Voice omnibus survey and include a link to the website <http://www.nfer.ac.uk/teachervoice>.

9. Notes to editors attached to press releases containing findings from NFER's Teacher Voice omnibus survey should contain the following text:

Teacher Voice omnibus surveys. The NFER runs Teacher Voice Omnibus Surveys three times a year, in the autumn, spring and summer terms. The robust survey achieves responses from over 1,000 practising teachers from schools in the publicly funded sector in England. The panel is representative of teachers from the full range of roles in primary and secondary schools, from head teachers to newly qualified class teachers.

The National Foundation for Educational Research (NFER) is the leading independent provider of education research. Our unique position and approach delivers evidence-based insights designed to enable education policy makers and practitioners to take action to improve outcomes for children and young people. Our key topic areas are: accountability, assessment, classroom practice, education to employment, social mobility, school funding, school workforce and systems and structures. As a not-for profit organisation, we re-invest any surplus funds into commissioning self-funded research to further contribute to the science and knowledge of education research.  
[www.nfer.ac.uk](http://www.nfer.ac.uk) @TheNFER

10. NFER will not release any individual or school level datasets to clients as standard but anonymised datasets may be provided at an additional cost.

11. Clients will be required to sign and return the NFER Service Contract before questions will be entered into the survey.

12. The standard Teacher Voice package includes the following:

- Expert advice on question wording and content by experienced NFER researchers
- Online survey set up and survey administration
- Achieved response from at least 1,000 teachers (500 primary and 500 secondary teachers from a nationally representative sample of schools in England (by teacher role, school type, school percentage eligibility for free school meals)
- A standard output package comprising:
- Tabulated results showing column percentages and base sizes for each of your questions

- Cross-breaks in the above-mentioned tabulated results for phase (primary and secondary teachers) and seniority (senior leaders and classroom teachers)
- Supplementary information about the sample composition and key demographics compared to the general population.
- Anonymised dataset - showing the data from your questions and standard background variables (gender, seniority and role of respondent, school type, primary/secondary identifier, region and free school meals eligibility of their school).

Omnibus:

[REDACTED]

[REDACTED]

**Costing** (excluding VAT, which is added at prevailing rate)

**£61,171**

#### Key dates Teacher Voice February 2020

Survey live	07/02/2020 - 12/02/2020
Tabulated results, sample description and anonymised dataset	27/02/2020



<b>Costing</b>			
<b>Question No.</b>	<b>Type</b>	<b>Cost</b>	<b>Notes</b>
Q1	Single Response		
Q2	Multiple Response		
Q3	Single Response		
Q4	Multiple Response		
Q5	Single Response		
Q6	4x Single Response		
Q7	Single Response		
Q8	Single Response		
Q9	Single Response		
Q10	Multiple Response		
Q11	Single Response		
Q12	Single Response		
Q13	Grid (2 rows)		
Q14	Single Response		
Q15	Single Response		
Q16	Single Response		
Q17	Grid (1 row)		
Q18	Single Response + open		
Q19A+B	Discrete Choice Experiment (x10)		
Q20	Single Response		
Q21	Open ended		

Q22	Single Response	
Q23	Single Response	
Q24	Single Response	
Q25	Multiple Response	
Q26	Single Response	
Q27	Single Response	
Q28	Single Response	
Q29	Open ended	