



Department
for Education

**CONTRACT FOR LONGITUDINAL STUDY: TRACKING THE NEEDS, EXPERIENCES AND
OUTCOMES OF CHILDREN LEAVING CARE THROUGH PERMANENCE
PROJECT REFERENCE NO: DFERPPU/20-21/002**

This Contract is dated 29th October 2021

Parties

- 1) **The Secretary of State for Education** whose Head Office is at Sanctuary Buildings, Great Smith Street, LONDON, SW1P 3BT ("the Department"); and
- 2) **Ecorys UK**, whose registered office is Ecorys UK (Head Office) Albert House, Quay Place, 92-93 Edward Street, Birmingham, B1 2RA ("the Contractor").

Recitals

The Contractor has agreed to undertake the Project on the terms and conditions set out in this Contract. The Department's reference number for this Contract is **DFERPPU/20-21/002**.

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 **30th September 2028**.

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1. Interpretation

1.1 In this Contract the following words shall mean: -

“the Project”	the project to be performed by the Contractor as described in Schedule One.
“the Project Manager”	<redacted> Department for Education, Level 1, 2 St Paul’s Place, 125 Norfolk Street, Sheffield, S1 2FJ <redacted> <redacted>
“the Contractor’s Project Manager”	<redacted> Ecorys UK, Queen Elizabeth House, 4 St Dunstan’s Hill, London, EC3R 8AD <redacted>
“the Act and the Regulations”	means the Copyright Designs and Patents Act 1988 and the Copyright and Rights in Databases Regulations 1997;
“Affiliate”	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
“BPSS” “Baseline Personnel Security Standard”	a level of security clearance described as pre-employment checks in the National Vetting Policy. Further Information can be found at: https://www.gov.uk/government/publications/government-baseline-personnel-security-standard ;
“CC” “Common Criteria”	the Common Criteria scheme provides assurance that a developer’s claims about the security features of their product are valid and have been independently tested against recognised criteria;
“CCP” “Certified Professional”	is a NCSC scheme in consultation with government, industry and academia to address growing need for specialists in the cyber security profession and building a community of recognised professionals in both the UK public and private sectors. See website: https://www.ncsc.gov.uk/scheme/certified-professional ;
“CCSC” “Certified Cyber Security	is NCSC’s approach to assessing the services provided by consultancies and confirming that they

Consultancy"	meet NCSC's standards. This approach builds on the strength of CLAS and certifies the competence of suppliers to deliver a wide and complex range of cyber security consultancy services to both the public and private sectors. See website: https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy ;
"Commercially Sensitive Information"	information of a commercially sensitive nature relating to the Contractor, its IPR or its business or which the Contractor has indicated to the Department that, if disclosed by the Department, would cause the Contractor significant commercial disadvantage or material financial loss;
"Confidential Information"	means all information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including but not limited to information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party and commercially sensitive information which may be regarded as the confidential information of the disclosing party;
"Contracting Department"	any contracting authority as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than the Department;
"Contractor Personnel"	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
"Contractor Software"	software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services;
"Control"	means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and " Controls " and " Controlled " shall be interpreted accordingly;
"Controller"	take the meaning given in the UK GDPR;
"Copyright"	means any and all copyright, design right (as defined by the Act) and all other rights of a like nature which may, during the course of this Contract, come into existence in or in relation to any Work (or any part thereof);

"Copyright Work"	means any Work in which any Copyright subsists;
"CPA"	is an 'information assurance scheme' which
"Commercial Product Assurance" [formerly called "CESG Product Assurance"]	evaluates commercial off the shelf (COTS) products and their developers against published security standards. These CPA certified products Can be used by government, the wider public sector and industry. See website: https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa;
"Crown Body"	any department, office or agency of the Crown;
"Cyber Essentials"	Cyber Essentials is the government backed,
"Cyber Essentials Plus"	industry supported scheme to help organisations protect themselves against common cyber-attacks. Cyber Essentials and Cyber Essentials Plus are levels within the scheme; There are a number of certification bodies that can be approached for further advice on the scheme; the link below points to one of these providers https://www.iasme.co.uk/apply-for-self-assessment/;
"Data"	means all data, information, text, drawings, diagrams, images or sound embodied in any electronic or tangible medium, and which are supplied or in respect of which access is granted to the Contractor by the Department pursuant to this Contract, or which the Contractor is required to generate under this Contract;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under the contract, and/or actual or potential loss and/or destruction of Personal Data in breach of the contract, including any Personal Data Breach.
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the UK GDPR as amended from time to time; (ii) the Data Protection Act 2018 as amended from time to time; (iii) Regulations made under the Data Protection Act 2018; (iv) all applicable Law about the Processing of Personal Data.
"Data Protection Officer"	take the meaning given in the UK GDPR;
"Data Subject"	take the meaning given in the UK GDPR;

"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Department Confidential Information"	all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Department, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;
"Department's Data" "Department's Information"	<p>is any data or information owned or retained in order to meet departmental business objectives and tasks, including:</p> <p>(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:</p> <p>(i) supplied to the Contractor by or on behalf of the Department; or</p> <p>(ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or</p> <p>(b) any Personal Data for which the Department is the Controller;</p>
"DfE" "Department"	means the Department for Education;
"Department Security Standards"	means the Department's security policy or any standards, procedures, process or specification for security that the Contractor is required to deliver;
"Digital Marketplace/GCloud"	the Digital Marketplace is the online framework for identifying and procuring cloud technology and people for digital projects. Cloud services (e.g. web hosting or IT Health checks) are on the G-Cloud framework;
"DPA 2018"	Data Protection Act 2018;
"Effective Date"	the date on which this Contract is signed by both parties;
"Environmental Information"	the Environmental Information Regulations

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;
"FIPS 140-2"	this is the Federal Information Processing Standard (FIPS) Publication 140-2, (FIPS PUB 140-2), entitled 'Security Requirements for Cryptographic Modules'. This document is the de facto security standard used for the accreditation of cryptographic modules;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);
"Good Industry Practice" "Industry Good Practice"	means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector;
"Good Industry Standard" "Industry Good Standard"	means the implementation of products and solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector;
"GSC" "GSCP"	means the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at: https://www.gov.uk/government/publications/government-security-classifications ;
"HMG"	means Her Majesty's Government;
"ICT"	means Information and Communications Technology (ICT) used as an extended synonym for Information Technology (IT), used to describe the bringing together of enabling technologies used to deliver the end-to-end solution;
"ICT Environment"	the Department's System and the Contractor System;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Intellectual Property Rights"	means patents, trade marks, service marks, design (rights whether registerable or otherwise), applications for any of the foregoing, know-how, rights protecting

	databases, trade or business names and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom);
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal) Act 2018;
"ISO/IEC 27001" "ISO 27001"	is the International Standard describing the Code of Practice for Information Security Controls;
"ISO/IEC 27002" "ISO 27002"	is the International Standard describing the Code of Practice for Information Security Controls;
"IT Security Health Check (ITSHC)" "IT Health Check (ITHC)" "Penetration Testing"	means an assessment to identify risks and vulnerabilities in systems, applications and networks which may compromise the confidentiality, integrity or availability of information held on the IT system;
"Law"	means is any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of Section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Need-to-Know"	the Need-to-Know principle is employed within HMG to limit the distribution of classified information to those people with a clear 'need to know' in order to carry out their duties;
"NCSC"	The National Cyber Security Centre (NCSC) formerly CESG Is the UK government's National Technical Authority for Information Assurance. The NCSC website is http://www.ncsc.gov.uk ;
"OFFICIAL"	the term 'OFFICIAL' is used to describe the

"OFFICIAL SENSITIVE"	<p>baseline level of 'security classification' described within the Government Security Classification Policy (GSCP) which details the level of protection to be afforded to information by HMG, for all routine public sector business, operations and services.</p> <p>the 'OFFICIAL-SENSITIVE' caveat is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen or published in the media, as described in the Government Security Classification Policy;</p>
"Original Copyright Work"	<p>means the first Copyright Work created in whatever form;</p>
"Personal Data"	<p>take the meaning given in the UK GDPR;</p>
"Personal Data Breach"	<p>take the meaning given in the UK GDPR;</p>
"Processing"	<p>take the meaning given in the UK GDPR;</p>
"Processor"	<p>take the meaning given in the UK GDPR;</p>
"Protective Measures"	<p>appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and testing the effectiveness of the such measures adopted by it including those outlined in Schedule 'Processing, Personal Data and Data Subjects';</p>
"Regulatory Bodies"	<p>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;</p>
"Request for Information"	<p>a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;</p>
"Restricted Transfer"	<p>a transfer of Personal Data which is undergoing processing or which is intended to be processed after</p>

transfer, to a country or territory to which such transfer is prohibited or subject to any requirement to take additional steps to adequately protect the Personal Data processed under this Contract for the transfer to be lawful under the Data Protection Legislation;

“Secure Sanitisation”

Secure sanitisation is the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level. Some forms of sanitisation will allow you to re-use the media unuseable. Secure sanitisation was previously covered by “Information Assurance Standard No.5 – Secure Sanitisation” (“IS5”) issued by the former CESG. Guidance can be found at:

<https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media>;

The disposal of physical documents and hardcopy materials advice can be found at:

<https://www.cpni.gov.uk/secure-destruction>;

“Security and Information Risk Advisor”

“CCP SIRA”

“SIRA”

the Security and Information Risk Advisor (SIRA) is a role defined under the NCSC Certified

Professional (CCP) Scheme. See also:

<https://www.ncsc.gov.uk/articles/about-certified-professional-scheme>;

“SPF”

“HMG Security Policy Framework”

This is the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government’s Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently and securely.

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

"Staff Vetting Procedures"

the Department's procedures and departmental policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures, including, but not limited to, the provisions of the Official Secrets Act 1911 to 1989;

“Sub-Contractor”

the third party with whom the Contractor enters into a Sub-contract or its servants or agents and any third party with whom that third party enters into a Sub-

	contract or its servants or agents;
"Sub-processor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the contract
;	
"Third Party Software"	software which is proprietary to any third party [other than an Affiliate of the Contractor] which is or will be used by the Contractor for the purposes of providing the Services, and
"UK GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (and see section 205(4);
"Work"	means any and all works including but not limited to literary, dramatic, musical or artistic works, sound recordings, films, broadcasts or cable programmes, typographical arrangements and designs (as the same are defined in the Act) which are created from time to time during the course of this Contract by the Contractor or by or together with others at the Contractor's request or on its behalf and where such works directly relate to or are created in respect of the performance of this Contract or any part of it;
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.

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

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

SCHEDULE ONE**1. BACKGROUND**

The Department for Education has commissioned a large-scale longitudinal research study to investigate the needs, experiences, and outcomes of children in England who have left care on an Adoption Order (AO) and Special Guardianship Order (SGO). The study is needed to provide an understanding of the complexity that lies behind outcomes for children and young people leaving care permanently, how these affect and impact on a range of outcomes, how these change over time, and how they vary between different routes to permanence.

2. AIM

The Contractor shall use reasonable endeavours to provide an updated understanding of the needs, experiences and long-term outcomes for children leaving care through these routes in England, in line with the requirements in the Contract. It will build and expand on the available body of evidence. It will seek to follow young people/children following their adoption/SGO to understand their experiences over time. By long-term outcomes, this ITT outlines Departmental interest in tracking progress throughout adolescence and older children, though recognising that this may vary depending on the age at placement. This new evidence will be used to review existing policy that seeks to improve the outcomes and life chances of these young people/children and support their families.

3. OBJECTIVES

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

- Support improved outcomes for children by improving our understanding of the complexity of factors, and core elements, that affect and influence the support needs and outcomes of children and their adoptive families and special guardians; how these change over time, by age, circumstances, and other factors such as contact with birth families.
- Assess the long-term outcomes of children placed under these orders for five years. We are particularly interested to ensure we cover adolescents and older children.
- Identify key issues in Local Authority (LA), Regional Adoption Agency (RAA) and Voluntary Adoption Agency (VAA) practice in relation to SGOs and adoptions such as professionals' and practitioners' understanding of the experiences and support needs of children and families.
- Support improved decision making by LAs and courts on permanency options for those children who cannot return home to live with their birth parents.

The Contractor shall use reasonable endeavours to answer the following research questions:

- What are the needs, experiences and long-term outcomes of children placed via these legal orders? What differences, if any, are there between them, and how do these change over time – accounting for different characteristics of children?

- What life events, childhood experiences and/ or circumstances impact on the well-being and health of children throughout adolescence and young adulthood, after they have been removed from traumatic circumstances? What impact do they have on outcomes? What are the long-term impacts of multiple adverse childhood experiences on the wellbeing and health of children, after they have been removed from traumatic circumstances?
- What are the needs and experiences of special guardians and adopters? How do these differ between special guardians and adopters? What are the key factors that affect these and how do these change over time?
- What are the factors and/ or triggers that place stress on adoptive parents and SGO carers and their families? At what points do these occur and what impact do they have?
- What is the role of schools and multi-agency partners, such as health services and the police, in supporting outcomes for previously looked after children? What impact are support provisions in schools, such as pupil premium plus or access to VSH support, having on outcomes?

4. METHODOLOGY

The Contractor shall employ a mixed method, longitudinal outcomes-based research with the following eight elements:

1. Feasibility Study
2. Design, scoping and piloting
3. Longitudinal Surveys of children and families
4. Longitudinal qualitative interviews with children and families
5. Analysis of case files
6. Qualitative interviews with stakeholders
7. Analysis of administrative data
8. Outputs and Analysis

Element 1: Feasibility Study

The aim of the feasibility study shall be to assess:

- whether or not a longitudinal study is feasible.
- whether the suggested methods are feasible; and
- the best approach to undertaking this research that will deliver on the aims and objectives.

The Feasibility Study shall be undertaken between *October 2021 – March 2022*, during which time the Contractor shall consult with a wide array of stakeholders to gather a sense of what is theoretically feasible, desirable, and affordable.

At the end of this phase the Contractor shall recommend to the Department whether either of the Options outlined are feasible or suggest an alternative approach.

At the end of the Feasibility Study, the Department shall, based on the evidence, decide whether or not to proceed with the remainder of the research and, if proceeding, decide how. A break clause is included in the contract at the end of the Feasibility Study to enable this.

The Contractor shall design and undertake a feasibility study that will explore approaches to undertaking the longitudinal quantitative study:

1. A longitudinal panel survey of children and parents/ carers that follows families surveyed over time; and
2. A cross-sectional push to web survey of children and parents/ carers, supported by longitudinal qualitative interviews.

Other variations may also arise during this feasibility phase. These would be explored to meet the objectives within the study's budget and time frames.

The objectives are to explore the feasibility of undertaking a quantitative longitudinal panel study of children and young people, or an alternative option should that option not be viable. The Contractor shall consider the following as part of the feasibility study:

- i. The impact, if any, of COVID-19 on the feasibility of undertaking such a study. For example, the impact COVID-19 may have had on numbers of children leaving care permanently.
- ii. The ability and willingness of LAs/RAAs/VAAAs to support such a study. Explore how to minimise work and time required by LAs/RAAs/VAAAs to support the contact and consent process and understand their ability to support the process of getting a sample, and the resources and requirements. Identify the best means of contacting parents, carers and children.
- iii. Explore the availability and accessibility of the data.
- iv. Establish a viable and appropriate sampling frame, and data source, from which to identify and select a timely, representative sample of children and young people who have left care on AOs and SGOs. This shall also include exploring the issues and challenges of a sampling approach based on an age profile aged 14-21.
- v. Consider the feasibility of including in the sample children living under a SGO who were not previously in care, as well as other forms of permanence. Including for example, long-term foster care and children living under a child arrangement order (where grandparents and other family members may be looking after the children).¹
- vi. Determine the availability and accuracy of the contact details available from LAs/RAAs/VAAAs of adoptive and SGO families that are both in and out of area, over a period of time that could potentially include up to five years previously.
- vii. Consider the number of follow up waves that are feasible in terms of method and cost. Whilst also confirming sampling approach, sample sizes, potential to boost the sample for specific groups and identify strategies to maximise response rates.

¹ The family court statistics ([here](#)) show the number of special guardianship orders made in private law proceedings although this does not necessarily mean there were not linked care proceedings. Table 4 also shows how many Child Arrangements Order (residence) were made in public law proceedings, but it is not possible to break this down further to distinguish those of divorcing parent, or where grandparents and other family members might be looking after the children.

- viii. Support development of the survey questions, standardised measures, and the inclusion of the voice of the children and young people that will benefit the Department as well as LAS, RAAs and VAAs and encourage participation and service improvement.
- ix. The potential scale of interviews with non-English speakers will be explored.
- x. Explore which of the potential modelling approaches best answers the research questions.
- xi. Learning from previous research studies and their approaches.

As part of this element the Contractor shall undertake:

- a) Consultations with DfE and other key stakeholders to understand the evidence needs in the sector.
- b) Consultations and engagement with the adoption and special guardian sector.
- c) Consultations with families and young people.
- d) Consultations with researchers who have designed and implemented similar studies.

a) Consultations with DfE and other key stakeholders

The Contractor shall undertake 5-8 consultations with DfE and other government Departments (OGDs) to understand the gaps in the evidence base and needs in the sector from this piece of research. The visits shall provide a detailed understanding of what evidence the Department and key stakeholders require from the study, including the need for different types of evidence for policy- and decision-making. This information will inform what study design is best able to answer the key research questions. The Contractor shall use this information to map out potential options for conducting the research to answer the sector's evidence needs.

The consultations will also explore access to case files and relevant datasets; the most relevant data to access; the processes to access each data source; the likelihood that requests for certain data and/or linking will be granted; and the support that might be available from stakeholders.

The Contractor shall undertake these consultations by telephone, or face-to-face if appropriate, and shall last around 45 minutes each.

b) Consultations and engagement with the adoption and special guardian sector

Engagement events with the adoption and special guardian sector

The Contractor shall undertake five engagement events with key stakeholders in the adoption and special guardian sector to understand their initial views about the proposed study, to understand their areas of interest of the study and how it might support their knowledge and decision-making, as well as their likely cooperation and active assistance at the earliest stage. This information will help understand what types of study design will be viable. The events will be designed to encourage buy-in and give reassurance about how the study will be conducted and what participating in the study will mean for parents/carers/children and young people.

The five engagement events shall bring together representatives from LAs, RAAs, VAAs, other adoption and special guardian organisations, the study team and the DfE. They will be held face-to-face if this is possible, and in the event that face-to-face is not possible the Contractor shall organise webinars.

These events shall:

- Introduce the study, explaining why it has been done, what evidence it is looking to collect, and why it is important to the sector and families (both quantitative and qualitative strands). A senior DfE official will be present at the events to talk through the importance of the study, and to give the study credibility.
- Demonstrate what the wider sector would get from the study and provide the sector with an opportunity to highlight their own evidence needs.
- Highlight the essential role of organisations in supporting the study and gathering samples of families.
- Provide the organisations with a chance to ask questions about the study.

The Contractor shall ensure that the events are carefully managed, and information presented sensitively to engage and encourage the support of organisations. As preparation for the events, the Contractor shall conduct a small number of consultations in advance to help anticipate the types of concerns that will be raised.

Consultations with the adoption and special guardian sector

The Contractor shall build on the engagement events and undertake further consultations with the adoption sector to gather specific details from individual organisations to understand what contact details they hold, for what time period, and in what format.

The Contractor shall issue an online survey to collect standard information from all RAAs, LAs and other adoption agencies, followed by 20 telephone calls to a sample of LAs, RAAs, VAAs and other adoption agencies to explore their responses in more detail.

The survey and follow up calls shall gather evidence about:

- The contact details they hold on families (e.g., parent/ carer name, address, telephone number, email address), and how these contact details are held.
- Understanding the level of engagement they have with families, and their perception of the likelihood they would engage in the study (e.g., examples of previous response rates to other studies/ calls for participation).
- The level of detail and quality of data that can be provided at the family level vs child level.
- Estimates of the proportion of cases where adoption orders or special guardianship orders may have broken down.
- Their willingness/capacity/ability to manage the consent process, with team study support, including exploring ways to make the process as easy as possible for organisations to accommodate.
- The processes at a local/ regional level that would be required, if necessary, to access the data and case files, and the likelihood that any request would be granted.

- The proportion of case files that would be paper/electronic for each cohort of interest and the software being used.
- An understanding of the appropriate stakeholders to consult as part of any qualitative interviews and the best approach for gathering contact details.
- Preferences over outputs and how to disseminate findings from the study.

c) Family consultations

The Contractor will consult with 10 families, including adoptive parents, Special Guardians, and special guardian and adopted adults and young people over the age of 12. The consultations will seek to understand:

- Their initial views about the study and the likelihood that they and their children would consent to researchers accessing case files and linking datasets. This will explore factors that would motivate them to take part, barriers to taking part and how they could be overcome, and the use of incentives. This understanding shall inform the advance letters and communications sent to families, and the interviewer training sessions with the aim of maximising response rates.
- Preferred modes of initial contact and preferred modes of interviewing. The consultations shall explore how families feel about alternative methods, e.g., whether the relative anonymity of self-completion methods may be preferred by families and/or young people.
- The types of issues families themselves feel would be important to include in the study and their thoughts on the types of issues identified by the DfE and research team as important.
- Any particular sensitivities in the issues that will be covered by the research and families' suggestions on how best to approach.

The Contractor shall ask those adoption agencies included as part of the consultation phase to introduce families.

d) Consultations with researchers who have designed and implemented similar studies

The Contractor shall consult with 5-8 researchers who are familiar with studying this population and undertaking longitudinal studies of vulnerable young people. The aim of the consultations is to get a perspective from a wider network, and to ensure that the study fully tests the viability of the options being considered. This includes the ethical implications, appropriate and effective strategies for engaging adoption organisations and strategies for engaging families effectively.

OUTPUTS

The Contractor shall produce a report from the Feasibility Study, drawing on the evidence gathered through each of the work strands to present recommendations on the feasibility of the study options. The report shall outline:

- An assessment of the viability of undertaking a longitudinal study of children and young people leaving care on AO and SGOs.

- Recommendations, and alternative options where applicable, for the Department to consider if progressing with the mainstage research.
- The viability of options, their advantages and disadvantages, and an assessment of the robustness of the data collected.
- The viability of constructing a high-quality sampling frame for each of the cohorts of children and families being considered and outlining any considerations for the Department to take into account when assessing options.
- The likely response and attrition rates among families that would apply to each population that could be studied, based on the details gathered from adoption organisations about the sample quality/availability, and drawing on experience of researchers in the field. This shall help to estimate the likely numbers of families that could be tracked, and the robustness of the final sample sizes that could be achieved.
- A mapping of the research questions which could be addressed through each of the design options tested, which will help in reviewing the value of the options to DfE and the sector.
- Initial ethics review of proposed options, and implications for study design and implementation.
- Recommendations for the mainstage research based on the evidence gathered, including design, cost, and timescales.

The Contractor shall present the report findings to DfE. The Department shall discuss the findings and recommendations from the report with the Consortium and key stakeholders to consider a preferred option. The Department shall make the final decision on the preferred way forward.

In the event that a preferred way forward is not identified, the Department shall terminate the contract at the end of the feasibility stage.

Figure 1: Timings for Feasibility Study

	2021			2022			
	O	N	D	J	F	M	A
Project management and governance							
Kick off meeting							
DfE Kit meetings							
Research Advisory Group meetings							
Phase 1: Feasibility study							
DfE consultations							
Consultations with Other Government Departments							
Adoption sector engagement							
Family consultations							
Researcher consultations							
Application for data access							

Confirm required arrangements with DfE ethics committee							
Draft report							
Final report							
Agreement on approach to scope out design							

ELEMENT ONE: FEASIBILITY STUDY, PHASE 1		
Task	Output	Date Required
Agree tools and approach for interviews and consultations.	An approach agreed with DfE and Consortium	30 th November 2021
Work with DfE to obtain agreement approval: (i) ethics committee; (ii) DPIA/ data protection; (iii) others as necessary.	Sign off from relevant DfE leads	30 th November 2021
Undertake consultations with DfE and other stakeholders	A set of agreed research tools for interviews with key partners.	15 th November 2021 – 31 st January 2022
Undertake engagement events and consultations with adoption and special guardian sector	A set of agreed research tools	15 th November – 31 st December 2021 1 st December 2020 – 31 st January 2022
Undertake family consultations	An agreed set of research tools	1 st January 2022-28 th February 2022
Consultations with researchers	An agreed set of research tools	15 th November 2021-31 st December 2021
Application for access to admin data	Application to DSAP	15 th November 2021-31 st March 2022
Draft Feasibility study report	A draft report to the Department outlining findings from the feasibility stage	31 st March 2022

Element 2: Design Scoping and piloting

In the event that a preferred option has been identified at the Feasibility Study, and agreed by the Department, the Contractor shall build on the findings from the feasibility study to undertake a design, scoping and piloting phase.

A review point and break clause are included in the contract at the end of the Design, Scoping and piloting phase. The Department will, based on the evidence, decide whether or not to proceed with the remainder of the research and if choosing to proceed, determine how.

The aim of the Design, Scoping and Piloting stage is to build on the findings from the Feasibility Study and test out the Department's chosen method in further detail to fully conclude on its viability. It will also explore what is practically possible, design and test the research materials, and understand other issues to consider before piloting.

The Contractor shall undertake a design, scoping and piloting phase that includes:

- **Analysis of administrative data** (May-June 2022): an initial analysis of the administrative data shall be undertaken to understand further the population size and characteristics. This will help in developing the sampling frame for the research.
- **Sampling collection/recruitment** (July – Oct 2022): gather the sample for the surveys and qualitative research, following the approach described in Element Three below. The Contractor shall analyse the sample and compare against the administrative data to assess the degree to which a representative sample will be generated, and likely final sample sizes.
- **Case file analysis** (Sep - Oct 2022): The Contractor shall test the approach to accessing and analysing case files, to assess the likelihood that this could be done on a larger scale, test how long it would take, and assess the quality of the data and whether this is a valuable research approach. The Contractor shall work with a small number of LAs to access and analyse five case files.
- **Cognitive testing**: Following the development of the questionnaire, the Contractor shall undertake cognitive testing prior to each wave, to ensure survey questions are understood and answered as intended. The cognitive testing shall focus on new questions rather than validated tools (which cannot be changed). The Contractor shall explore respondents' comprehension of questions and their ability to recall the information being sought to inform their recommendations to DfE on changes to question wording and/or format.

The Contractor shall, at each wave, undertake ten cognitive testing interviews, five in adoption and five in SGO households, in person with parent(s), carer(s) and young people. Each interview shall last around 45 minutes and allow for a total 90 minutes in each household. In the event that in-person fieldwork is not possible due to COVID-19, the Contractor shall carry out interviews via online video interviewing, in agreement with respondents.

- **Piloting**: The Contractor shall undertake a pilot of the sampling and opt-in stages to understand likely outcomes. This shall be achieved by collecting the sample in a

staggered way, starting with 30-40 LAs/RAAs/VAs to test the processes for supporting LAs/RAAs/VAs with the opt-in exercise, and to gauge the likely opt-in rates among parents/carers. The remaining LAs/RAAs/VAs shall be approached after any changes, based on the pilot, are implemented. The Contractor shall use a soft launch of the questionnaires by issuing a small subset of the sample around 2 weeks before the main sample, so that any problems with the survey administration can be rectified before larger numbers of the sample are contacted.

OUTPUTS

The Contractor shall provide the Department with a final scoping report outlining details of the precise methodology to be implemented for the mainstage study, and the requirements to implement the research. The scoping report shall include:

- The final Wave 1 questionnaire, following amendments made after cognitive testing and piloting.
- A profile of the sample frame gathered through the sample-building exercise.
- An estimate of the likely number of interviews to be achieved at each wave of the study, based on the size/quality of the sample from LAs/RAAs/VAs, and informed by the outcomes of the pilot study.
- Final copies of the advance materials that would be used to contact families about the study.
- Final protocols for fieldwork, including initial and follow-up contact procedures, and household visits.
- Final protocols for tracing and eligibility (including aspects such as whether/how interviewers would attempt to trace those who have moved address, whether parents/guardians where relationships have broken down and young people are no longer resident remain eligible for the study, whether to interview multiple young people per household and so on).
- Final fieldwork briefing materials (briefing slides/videos and written instructions).
- Updated study timetable.

Figure 2: Timings for Design, Scoping and Piloting

	2022									
	A	M	J	J	A	S	O	N	D	
Design scoping										
Admin data analysis										
Sample collection / recruitment										
Case file analysis										
Draft report										
Final report (inc communication strategy)										
Piloting										
Design of study materials										
Research instrument/questionnaire finalisation										
Cognitive testing										

[illegible]

ELEMENT TWO: DESIGN, SCOPING AND PILOTING		
Task	Output	Date Required
Analysis of administrative data	Report on findings	1 st May 2022- 30 th June 2022
Sampling collection/ recruitment	An agreed set of materials	1 st July 2022- 31 st October 2022
Case file analysis	An agreed set of materials	1 st September- 31 st October 2022
Design of study materials for pilot	An agreed set of materials	1 st July 2022- 31 st October 2022
Research instrument/ questionnaire finalisation	An agreed of final materials	1 st July 2022- 31 st August 2022
Cognitive testing	Report from cognitive testing	30 th September 2022
Questionnaire scripting and checking		30 th November 2022
Final Scoping report	An agreed final scoping report	15 th December 2022

Table 1 below outlines the elements of the research that will be explored in the feasibility stage, and Design, Scoping and Piloting.

Table 1: 1 Elements to explore during Feasibility Study, and Design Scoping and Piloting

Elements to explore	Methods								
	Feasibility study (Sep 21 – Mar '22)						Design scoping (Apr – Oct '22)		
	DfE consultations	Consultations with Other Government Departments	Adoption sector engagement	Family consultations	Researcher consultations	Application for data access	Admin data analysis	Sample collection & data cleaning	Case file sample analysis
Overall									
► Research priorities & Options to test	X		X	X					
► Degree to which DfE will mandate LA/RAA participation	X								
► Likely engagement levels across all parties, & ways to increase engagement	X	X	X	X					
Strand 1: Surveys of children & families									
► Quality of adoption sector contact details			X		X				
► Most effective approach for gathering sample & contact details			X	X	X				
► Population definitions to ensure can achieve robust sample size	X								
► Attrition rate assumptions	X				X				
► Gaining consent for contact details				X	X				
► Appropriateness of different standardised measures			X	X	X				
► Accuracy of survey life-history approach with young adults			X	X	X				
► Impact of providing anonymised data to DfE on engagement levels			X	X	X				
► <i>Ability to develop representative sample</i>							X	X	
► <i>Gathering contact details & testing sample viability</i>							X	X	
► <i>Viability of sample boosts</i>							X	X	
► <i>Need for translated survey materials and interpreters</i>								X	
Strand 2: Longitudinal qualitative interviews with children & families									
► Gaining consent			X	X	X				
► Accuracy of qualitative life-history approach with young adults			X	X	X				
► Appetite for remote interviewing (COVID-19 contingency)				X	X				

Elements to explore	Methods								
	Feasibility study (Sep 21 – Mar '22)						Design scoping (Apr – Oct '22)		
	DfE consultations	Consultations with Other Government Departments	Adoption sector engagement	Family consultations	Researcher consultations	Application for data access	Admin data analysis	Sample collection & data cleaning	Case file sample analysis
► Need for interpreters								X	
Strand 3: Analysis of case files									
► Gaining consent	X		X	X	X				
► <i>Quality and utility of case file analysis</i>									X
Strand 4: Qualitative interviews with stakeholders									
► Likely interviews per case study	X		X						
► Best approach to identifying, contacting & engaging stakeholders			X						
Strand 5: Analysis of administrative data									
► Dataset access	X	X				X			
► Consent to link datasets (government & individual consent)	X	X		X		X		X	
► <i>Rigour of analysis, once know data access and consent</i>						X	X	X	
Outputs									
► Preferences over outputs	X	X	X	X	X				

Tasks in normal text are tasks that would be explored during Phase 1: Feasibility Study. Tasks in italics would be explored during Phase 2: Design Scoping.

In the event that the Department decides to proceed with the mainstage fieldwork of research following the Design, Scoping and Piloting Stage, the methodology outlined below will be reviewed, taking into account the findings from Element 1, the Feasibility Stage and Element 2, the Design, Scoping and Piloting stage.

Element 3: Longitudinal Surveys of children and families

Element 3 shall be led by Ipsos MORI, supported by <redacted> on the questionnaire design.

The Contractor shall design and undertake a longitudinal study of children and families to provide evidence on:

- Outcomes for children and that improves our understanding of the complexity of factors, and core elements, that affect and influence the support needs and outcomes of children and their adoptive families and special guardians; how these change over time, by age, circumstances, and other factors such as contact with birth families.
- The long-term outcomes of children placed under these orders and provide an understanding of the outcomes into adolescence and young adulthood.

The design of the research shall build on the findings from the feasibility and design, scoping and piloting stage outlined in elements one and two above.

Design Overview – details to be included in a Contract Variation following completion of Element One, the feasibility study and Element Two, design, scoping and piloting.

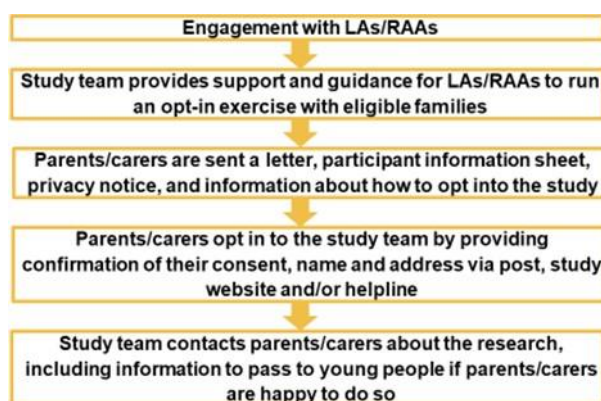
The push to web cross-sectional survey of parents/carers and adolescents shall:

- Be informed by, and build on, the challenges and assumptions explored fully as part of the Feasibility Study and survey scoping stages.
- Achieve a sample size of 1,000 parents/ carers (500 adopters and 500 guardians) and around 688 adolescents aged 12-21 (344 on AOs/344 on SGOs) to provide the Department with information on longer-term outcomes.
- Collect quantitative data from families that captures key metrics on the survey and then follow up a sample of the same families in a large qualitative study to collect detailed information on family histories (see element four below).
- Be 20 minutes in length to complete online or a postal survey of no more than 16 pages.
- Select appropriate key measures and standardised scales that meet the aims and objectives of the research.
- Ask consent for qualitative follow-up to collect more in-depth information including family histories.

Sampling and recruitment

The Contractor shall use the same sampling and recruitment method for both survey options being explored at the feasibility stage, as summarised below.

Figure 3: Overview of sampling and recruitment process



Sample sizes and minimum detectable effect sizes in the Longitudinal Study – details to be included in a Contract Variation following completion of Element Two, Design, Scoping and Piloting.

Engaging LAs and Adoption Agencies

The Contractor shall engage with every LA and adoption agency in England. The Contractor shall use the following engagement strategy:

- Attending the RAAs leader's group meeting to explain the benefit of the study.
- Through the Association of Directors of Children's Services (ADCS) research group, ensure information is cascaded down to every LA in England.
- Working with members of the Consortium of Voluntary adoption agencies (CVAA) and the Consortium of Adoption Support Agencies (CASA) to ensure information about the study reaches adopted parents/guardians and young people.
- Including details about the study in the update emails sent out by the Adoption and Special Guardianship Leadership Board (ASGLB) secretariat to all members of the board.
- Inserting a news story in key journals such as Adoption and Fostering/Community Care that reaches the social work audience.
- Offering to speak about the study at the Consortium for Voluntary Adoption Agencies annual conference.
- Reaching adopters and guardians in the newsletters that go out from Adoption UK and Kinship and the Family Rights Group.
- Using collective social media presence to post information on the study.
- Support shall be provided to adoption organisations to manage the opt-in process. The Contractor shall supply template letters and participant information sheets (PIS) for LAs/RAAs/VAAAs to send to parents/guardians, and an accompanying leaflet providing details of the study. Letters shall be in a format that could be tailored by LAs/RAAs/VAAAs if they wished, and the Contractor shall encourage LAs/RAAs/VAAAs to add their logos to the letters, alongside the logos of the research team and DfE, to reinforce the legitimacy of the study to families receiving communications. Letters would be directed to parents and guardians only at this stage.

The Contractor shall consider an alternative approach of sending packs of printed letters that LAs/RAAs/VAAAs are asked to post; for now, the assumption is that an electronic letter that they could mailmerge and print themselves would be less of an administrative burden

and cost, but this needs to be determined. The extent to which DfE may be able to support LAs/RAAs/VAAAs shall also be considered and discussed with the Department.

If parents/carers are opting into the study through communications seen via the wider sector, the Contractor shall outline a variation of this approach that will be used. Participants would be asked to input their name and address to the study website, which would contain the background information relating to the study; they would then be sent the study information via post. For the push to web survey respondents would be directed straight to the online survey. Key points about the study shall be repeated in the survey introduction to ensure respondents give fully informed consent.

Gaining consent from families and young people

The Contractor shall gain consent in a multi-staged approach as detailed below. This process shall be reviewed and updated once the feasibility and design scoping stage has been completed and updated according to the outcome of that stage and agreement on the mainstage.

- Ipsos MORI shall send a letter inviting parents and the index child (oldest eligible child) to participate in the study, by completing an online questionnaire. The letter shall ask parents whether they would be willing to ask their child about participating in the study. A separate letter for young people shall be enclosed with the parent/ guardian letter; if parents/ guardians were happy for their child to consider participating, they would be asked to hand over this letter.
- The letters shall contain links for the parent/ guardian and young person to log into an online survey. The start of the survey shall repeat key information required for the participants to provide informed consent, including the purpose of the study, how they have been contacted, and how their details would be used. The introduction shall make it clear that participation was voluntary, and that respondents could leave blank any questions they did not wish to answer. A consent question shall be asked as the first question on the survey for young people.
- Those not responding to the online survey request, or the first reminder, shall be sent another reminder letter (one each for parents, and young people) along with a paper copy of the survey (one each). Key information relating to consent shall be repeated at the start of the questionnaire.
- At the end of the survey, respondents shall be asked if they would consent for their contact information to be retained so that the Contractor could invite them to participate in the qualitative research. Basic details of what this follow-up research would entail shall be given.

Sample representativeness and weighting

The Contractor shall design and undertake a representative sample of children and families, with boosts where possible, to account for minority groups. The Contractor shall take into account in the design the following issues, and others identified at feasibility and design stage:

- That the population size might be fairly limited, which may require taking a census of the families that opt in to achieve a robust sample size.

- During recruitment the Contractor may need to ask families some background information, such as date of order, whether other siblings in the family have been placed on AOs/SGOs, whether there have been disruptions to the order, ethnicity and so on at the opt-in stage. The Contractor shall take into consideration any increase in the research burden and reduce the opt-in rate, thus reducing the size of the survey sample.

The assumption is that the Contractor shall invite all parents listed on the sampling frame to complete the questionnaire, rather than drawing a sample. This means that the Contractor would not be using boost samples of specific groups but would instead take a census of families.

The Contractor shall use population data, drawn from the Looked After Children dataset and ASGLB, to examine the representativeness of our sample frame and achieved sample on observable characteristics, and (if appropriate) to weight the data accordingly to correct for this bias.

Survey process

The Contractor shall design and develop a survey approach that builds on best practice in the sector and includes the following elements:

- An initial letter that invites and encourages respondents to complete the survey online.
- To ensure inclusivity. Those who cannot or do not complete the survey online shall later be offered the option to complete a postal questionnaire.
- The approach shall provide a cost-efficient way of contacting a very dispersed sample of families to gather key information about each family, with a relatively low respondent burden.
- Those who opt into the study online (after seeing online communications from the adoption sector), will be directed straight to the survey, after going through some information screens to provide study information and gain their consent.
- To maximise response rates (and to capture longer-term outcomes), the Contractor shall assume that an invite will be sent to a parent and the oldest child per household to participate, but the method could be adapted to include all eligible children aged 10+ in the household.

The Contractor shall design and implement a mail-out strategy that maximises the online and final response rates. This shall include:

- Letter sent to all sampled addresses inviting a parent and the oldest eligible child in the household to complete the online survey and offering a financial incentive of £10 for the parent/carers and £10 for the young person (as per best practice in push-to-web research).
- Three additional reminder letters issued at one-two week intervals, sent to non-responding addresses.
- Ensuring the web survey is optimised for completion on mobile devices, offering an offline mode of completion to cover those who cannot or will not go online, and by incentivising participants
- Enclosing paper questionnaires and reply envelopes with the second reminder.

- Give consideration to ensure that Special Guardians have the capacity to engage with the survey as best they can. This can include consideration of offering a paper questionnaire for those families with no internet access.
- The Contractor shall allocate some budget (to be assessed and agreed with the DfE as part of the feasibility stage) to allow those who prefer to complete the survey over the telephone. The letters sent to respondents will highlight that this option is available, should they prefer to take part this way. If they would only like to undertake the interview face-to-face, then this would be possible through them participating in the qualitative research.
- Initial letters tailored to different groups (for example, using different versions of the letter for adopters and guardians). The Contractor shall design two different versions of the young people letter appropriate to different age groups.
- Whilst children aged 16+ are legally able to consent without us first approaching their parents, for this group of young people the Contractor would approach parents first and ask for their consent to approach their child.

Strategies to motivate respondents at each stage of the study are summarised in Figure 4 below.

Figure 4: Approach to maximizing response rates in push-to-web

Maximising push-to-web response rates				
Motivated to open the mailing	Motivated to read the mailing	Motivated to take part in survey	Motivated to go online	Motivated to complete survey
Personalisation	Personalisation	Clarity about the purpose of the mailing	Clear instructions for logging into the questionnaire	Landing page looks authentic with clear instructions
Type of mailing; e.g. envelope with letter, postcard	Easy to read; e.g. length, font, vocabulary	Clarity about the survey request	Minimal effort needed to enter login details	Design for mobile; e.g. short, reduce clutter and text
Appearance of mailing before opening; e.g. logos	Appearance; e.g. important, professional	Use persuasive reasons for taking part	Multiple access methods; e.g. phone, tablet, computer	Avoid question types that are prone to break-offs
Use multiple mailings: <ul style="list-style-type: none"> • An optimum number of mailings • An optimum length of time between mailings • A diverse and yet coherent package of multiple mailings 				Design for mobile; e.g. short, reduce clutter and text

Table 2 below provides detail on estimated response rates.

Table 2: Estimated response rates

	Adoption order	Special guardianship order	Total (AO + SGO)
Issued sample	1,042	1,042	2,083
Parent response rate ²	48%	48%	48%
Achieved sample (parents), assume £10 incentive for 20 mins survey	500	500	1000

² Based on 48% response rate achieved in ASF Wave 1 (similar postal methodology following an opt-in exercise).

Achieved sample (young people), assume £10 incentive for 20 mins survey ³	344	344	688
Consent to follow-up qual	65%	65%	65%
Number consent to follow-up qual	325	325	650

The approach to translation will mirror the approach outlined in Annex 1 of the Contractor's proposal, and findings from the Feasibility Study. The Contractor shall use researchers who speak the same language as families where available, and where not, will use interpreters.

Use of Incentives

The Contractor, in discussion and agreement with the Department, and ethics clearance, shall consider the use of incentives. While our sample may be relatively engaged, as they have already opted into the study, other research suggests that a significant proportion will not necessarily continue to engage. Incentives shall be considered where they encourage and maximise response rates and the feasibility study shows incentives can play a key role in tipping the balance in favour of participation; over and above that achieved by well-trained interviewers in telephone and face-to-face surveys. The Contractor shall consider offering a £10 voucher conditional on completing the survey (in the form of an e-voucher for those completing the survey online, and a mailed paper voucher for postal respondents), a maximum incentive of £20 per household if both parent and the oldest child respond.

Use of standardised measures

The Contractor shall design key research questions that ask about the long-term impacts of multiple adversities on children and the well-being and mental health of adoptive parents and special guardians. The Contractor shall use standardised and validated measures to provide a reliable way to consistently and systematically measure aspects that are known to be associated with wellbeing and poor mental health. The selected measures shall enable comparisons with previous studies of these vulnerable populations and with peers in the general population. Scores also provide a baseline (at Wave 1) to examine trajectories over time. Measures will be analysed as recommended by the author(s) of the measures.

Standardised measures shall be used in the preferred and selected methodological option chosen for the survey. The Contractor shall consider and select measures, in discussion and agreement with the Department, that can examine how responses to these measures change over time through the quantitative and qualitative research, asking families to complete the measures in future waves, where appropriate, and linking to their response in the survey. The Contractor shall send a pack of measures before the interview and either collect on the day of the interview or complete with the parent/carers at the same time as the interview.

³ Based on 33% response rate achieved in the DfE Parent and Pupil omnibus from young people offered a £10 incentive (similar length survey and push-to-web method).

To systematically collect data on mental health and well-being there are many potential scales. The Contractor shall recommend choices determined by the following factors:

- the scales must be brief.
- the measures should not incur additional costs or have requirements for specific training.
- the language in the scales needs to be acceptable; and
- there should be comparative data with the general population and, if possible, these vulnerable populations.

The standardised measures in Table 3 shall be considered during the Feasibility Study, bearing in mind the burden on families and young people. In addition to the measures below, which are intended for the specific population of adopted and SGO families, the Contractor shall consider incorporating measures used in other studies such as the Longitudinal Study of Young people in England (LSYPE) and the Millennium Cohort Study (MCS) national longitudinal studies. The Contractor shall also get advice from the Child Outcomes Research Consortium, and the study's Research Advisory Group.

Table 3: Potential standardised measures to explore in Feasibility Study

Measure	Brief description
Standardised measures to use with parents and carers	
Brief Parental Self-Efficacy Scale (BPSES)	► Five-item scale that assesses a parent’s belief that they can effectively perform or manage tasks related to parenting
Minnis’ Relationship Problems Questionnaire (RPQ)	► Can be used to assess children’s serious difficulties with attachment
Caregiver Commitment and Strain Questionnaire	► Designed to measure the impact of caring for a child with emotional and behavioural challenges on caregivers
Kauffman Maltreatment severity scale	► Capture history of child’s maltreatment
Modified Maltreatment Classification System (MMCS)	
Standardised measures to use with young people	

ONS 4 personal wellbeing questions	► The 4 questions (0-10 scale) ask about life satisfaction, happiness, things done in life feeling worthwhile, and anxiety. Data are available on peers in the general population
Multidimensional Perceived Social Support scale	► 12 items that measure the perceived adequacy of the available amount of social support
The SCORE-15	► 15 questions used to assess family functioning. Questions focus on trust, listening, caring, crises and blaming behaviours within the family.
Strengths and Difficulties Questionnaire (SDQ)	► For 4- to 16-year-olds, completed by parents/carers to produce total scores of child adjustment problems, externalizing problems and internalizing problems

Analysing the survey data

The Contractor shall select the most appropriate method for analysing the data that meet the requirements of the study. The Contractor shall use, where appropriate:

- a multivariate approach to examine the relationships between factors captured through the quantitative and/or qualitative research (e.g., ACEs) and the outcomes of the adopted and SGO young people, captured through the survey.
- The survey data and the quantitative data from the interviews will be entered into SPSS. The Contractor shall evaluate outcomes using regression methods:
- multiple linear, binary logistic and Cox event history.
- The effects of placement characteristics (e.g., age at entry to care, moves in foster care etc) and personal characteristics (e.g. gender, severity of abuse/neglect, other stressful life events) will be considered.

The Contractor shall analyse outcomes using measured and adjustments analysed across two main domains:

- **The personal:** Demographics; attainment and self-sufficiency (e.g., accomplishments in education, NEET status); personal well-being (mental and physical health, well-being and self-esteem); behaviours and attitudes (planning/goals, decision-making, self-efficacy, identity)
- **The family:** The parental warmth⁴ and communicative openness⁵ the respondents experienced in their adoptive/guardianship families; the supports and resources

⁴ Note – parental warmth has been shown to be a key factor for later adjustment in the Wales Adoption Cohort study Anthony et al (2020) Int. J. Environ. Res. Public Health 2019, 16, 221

⁵ Brodzinsky's work on parental openness about adoption, child's history and willingness to engage with the agency

provided by their family and agencies; current involvement with biological and adoptive/SGO families; and their own marital/relationship stability.

The Contractor shall be precise about which domains within the two areas show positive adaptation and which show uneven functioning. The Contractor shall examine each separately, controlling for other factors. Age and stage-salient tasks shall be evaluated to explore whether expectations associated with the particular life stages have been met. Multiple outcomes (such as occupational, educational and partner history) shall be combined into composite constructs. In the case of multi-item scales, the outcome variables shall be standardised to a mean of 0 and a SD of 1 to enable comparison between domains. Alpha coefficients shall be used to estimate the reliability of these scales. Parameter estimates can then be interpreted as β within any particular analysis, odds ratios and relative risks can be compared with each other for effect size. Whether and when adopted/SGO young people experience particular events or transitions (e.g., leaving home, going to university, pregnancy) and what other variables predict variation in the event occurring and timing shall require methods for analysing the risk of event occurrence such as event history analysis.

The Contractor shall, wherever possible, make comparison with adult general UK population norms; or other studies where applicable, for example, a study on Outcomes of Australia in New South Wales⁶ conducted by Professor Ward (member of the Rees centre).

ELEMENT THREE: LONGITUDINAL SURVEYS OF CHILDREN AND FAMILIES		
Task	Output	Date Required
Agree tools	An agreed set of materials	30 th November 2022
Fieldwork	All interviews for Wave 1 completed	31 st March 2024
Reports	Draft Report for Wave 1 submitted to the Department	30 th September 2024

The Contractor shall develop more detailed timetables in consultation with the Department as the evaluation progresses.

⁶ <https://www.sciencedirect.com/science/article/abs/pii/S0190740918304365>

Element 4: Longitudinal qualitative interviews with children and families

This element will be led by Ecorys, with support from <redacted> and <redacted> in designing the research tools.

The aim of the longitudinal qualitative interviews with children and families is to provide an in-depth understanding of, and context to, the quantitative evidence. The aim of the qualitative research is to provide a more detailed understanding of the needs and experiences of children, young people and families, and how these impact on their outcomes over time.

The Contractor shall sample the families from those who have completed the longitudinal survey questionnaire to explore experiences in greater depth in terms of their experiences and needs, and those of their children.

The Contractor shall ensure that the voice of the child is gathered, and in agreement with DfE ethics committee and Research Advisory Group shall agree the most effective and age-appropriate method of capturing their views, e.g., use of tablet/ computer-based methods. The Contractor shall focus on a life history approach with adolescents.

Table 4 provides an overview of estimated numbers of children, young people, and adults that shall be included in the qualitative interviews. The Contractor shall align the waves of the longitudinal qualitative research with the waves in the quantitative survey.

The Contractor shall aim to achieve interviews with 200 families (parent/carer and young adult aged 14-21) who participated in the survey to understand their life histories. The Contractor shall then track 100 of those over two further waves spread over four years, so the eldest child shall be 18-25. The Contractor shall aim to achieve **at least 800 separate interviews**.

The Contractor shall consider how to include the voice of younger adopted/SGO children in the Feasibility Stage.

Table 4: Number of children, young people and adults interviewed (by 'option' and methodology)

Longitudinal	
3 waves	<p>200 family 'case studies' of parent(s)/caregiver(s) and young adults aged 14-21) in Wave 1: 100 families with AO, and 100 families with SGO families</p> <p>Tracking 100 of those over 2 further waves, up to ages 18-25: 50 with AO families and 50 with SGO families</p> <p>Total interviews: 400 families, at least 800 separate interviews</p>

The Contractor shall design the qualitative research approach to be flexible, and that allows the research to be conducted both in-person and remotely (depending on COVID-19 social/physical distancing restrictions, as well as young people and families' preferences for participating in the research).

Sampling

The Contractor shall recruit families from the quantitative survey. On first contact with the families the Contractor shall talk about the quantitative survey research and ask their consent to be contacted about participating in the longitudinal qualitative research. The Contractor, in discussion with the Department shall consider whether to include families in the qualitative interviews who are not participants in the quantitative survey. Because most of these families will have completed the survey (and their matched information with administrative data may be available to the Contractor), the Contractor shall use this information to develop a sampling frame and select a representative sample. Table 5 summaries the sampling criteria that shall be used and agreed in discussion with the Department.

Table 5: Possible qualitative research sampling criteria

Criteria
▶ Legal order
▶ Time since order made
▶ Age at entry to care
▶ Age of child
▶ Geography
▶ Ethnicity of child & caregivers
▶ Number of children in family
▶ Level of support accessed (and when)
▶ Level of contact with birth family
▶ Scores from standardised measures

Methods

The Contractor shall develop a set of research tools that can be used flexibly depending on the level of prior information the Contractor has available on families before they are interviewed.

Semi-structured interviews: The Contractor shall develop bespoke semi-structured topic guides for families and young adults with an AO or SGO. The topic guides shall cover all topics of interest to address the research questions (e.g., needs and experiences of children

and parent(s)/guardian(s) over time, impact of childhood experiences, life events and circumstances on children and young people's outcomes; factors that place stress on parent(s)/guardian(s) and their families, and the role of schools and other agencies in supporting families over time). To minimise research burden on families as far as possible, the Contractor shall tailor the interview, building on other information already available from the family (e.g., from survey responses).

For the longitudinal interviews, at the Wave 1/cross-sectional interviews the Contractor shall allow one hour for the interview with the parent/guardian, and one hour for the interview with the young adult. Part of the interview shall involve ice-breaker questions to allow the researcher to build rapport with the family. For later interview waves the Contractor shall allow for interviews lasting 45 minutes.

To support the systematic collection of data across all interviews, and to assist with analysing, alongside the survey the Contractor shall pre-code (for any closed questions in the topic guide) or partially pre-code (for open questions) responses. The Contractor shall conduct further thematic qualitative analysis to allow further identification of unexpected outcome or themes. The Contractor shall consider the use of timelines to help understand when key life events occurred.

The approach to translation will mirror the approach described for the survey in Element 3 and outlined in Annex 1 of the Contractors' proposal. The Contractor shall use researchers who speak the same language as families where available, and where not, will use interpreters.

The face-to-face research will follow the COVID-19 guidance at that time.

Ongoing engagement

The Contractor shall design on-going engagement with families that encourages the maintenance of their engagement over time. The Contractor shall use methods similar to those being used in the quantitative surveys to minimise attrition and apply these actions to the qualitative research. In addition to these measures, the Contractor shall use a consistent researcher for each wave as far as possible. This will help researchers build up a rapport with families over time and increase the likelihood of families staying engaged if they can speak to a familiar face.

Given the longitudinal nature of the research, a risk is that participants decide to drop out over time. For each wave of the research, the researcher shall contact the participant to seek their informed consent to take part in that wave. This will provide an opportunity to discuss the research and help alleviate any concerns about continuing to participate in the research. However, there may still be attrition. In these instances, the Contractor shall seek to identify a new family or young adult to contact, with as similar characteristics as possible to the original family or young adult, to ensure our overall sample still captures a range of experiences.

Analysis

The Contractor shall seek to triangulate the findings within family case studies (i.e., triangulating the perspectives of the children/young people and parent(s)/caregiver(s) as well as across a range of data sources that have been gathered through the other strands of research activity (e.g., the survey, the case file analysis, and wider stakeholder interviews).

The Contractor shall use a structured, thematic analysis of the qualitative data to explain, and add depth to, the quantitative findings. Firstly, using the findings from the pre-coded/partially pre-coded topic guides, the Contractor shall run some basic descriptive analysis (e.g., the frequency of responses and themes emerging from qualitative interviews). The Contractor shall use the 'investigator' approach (initially developed by the Institute of Psychiatry and Sir Michael Rutter) that has been used successfully in many adoption studies (e.g., Selwyn's Beyond the Adoption Order). The Contractor shall take a structured codebook approach to the qualitative analysis drawing on Braun and Clarke's (2020) approach to thematic analysis, which has six broad stages starting with data familiarisation and coding, through generating, reviewing, and developing themes, and further refinement to reporting. The codebook shall be initially developed by building on existing knowledge and theory of likely themes to emerge from the interviews. Having a structured approach in which some or all the themes will be determined in advance or at an early stage while leaving space for organic coding when comparing data sources during the process of triangulation would work well.

The Contractor shall upload all interview notes into the qualitative data analysis software, Nvivo, for coding. Multiple researchers shall code the data, and their work will be quality assured by the Project Manager to ensure a consistent approach to coding is taken. Once data are coded, the Contractor shall collectively query the data, exploring which themes emerge over time and for whom. The Contractor shall analyse findings within family case studies (e.g., triangulating children's and parents'/caregivers' responses).

ELEMENT FOUR: LONGITUDINAL QUALITATIVE INTERVIEWS WITH CHILDREN AND FAMILIES		
Task	Output	Date Required
Agree tools	An agreed set of research tools	30 th November 2022
Fieldwork	Interviews with families for Wave 1 completed	31 st March 2024
Reports	Draft Report 1 submitted to the Department	30 th September 2024

The Contractor shall develop more detailed timetables in consultation with the Department as the evaluation progresses.

Element 5: Analysis of case files

This element shall be led by Ecorys, with support from the Rees Centre in designing the case file schedules.

The aim of the analysis of case files is to support the qualitative research to develop an in-depth understanding of the children's family history, circumstances, and interventions or support provided to understand any link with child outcomes. The aim of accessing case files

would be to provide a more detailed understanding of the children and young people, e.g., birth family history, life events, collect adverse childhood experiences, number of moves in care, timeliness of decision-making, adopted children's adoption medical record and support provided in care and in placement.

The Contractor shall analyse the case files of 10 families participating in the qualitative research. These shall be analysed as part of Wave 1. The same researcher undertaking the interview shall analyse the case file. Depending on negotiating access to the case files, and access being granted, the Contractor shall aim to undertake this analysis before undertaking the qualitative research. This will reduce the need to capture this life history during the interviews and providing a richness to the interviews because the researcher will understand the family's journey.

The Contractor shall explore and scope access to the case files during the Feasibility Study (as accessing the file before the interview will require the family to provide consent during the recruitment phase, when in reality they may only consent to share the file after the interview, once they have built a relationship with the interviewer).

ELEMENT FIVE: ANALYSIS OF CASE FILES		
Task	Output	Date Required
Agree analysis/ data collection framework	An agreed framework	30 th June 2023
Case file analysis	Complete fieldwork for case file analysis	31 st November 2023
Reports	Draft Report on case file analysis submitted to the Department	31 st March 2024

The Contractor shall develop more detailed timetables in consultation with the Department as the evaluation progresses.

Element 6: Qualitative interviews with stakeholders

This element will be led by Ecorys, with support from the Rees Centre to design the research tools.

The aims of this strand are to:

- Identify key issues in LA, RAA and VAA practice in relation to SGOs and adoptions
- Document professionals' and practitioners' understanding of the experiences and support needs of the children and families.

The Contractor shall undertake qualitative interviews that will engage stakeholders from LAs, RAAs, VAAs and the Special Guardianship sector. The Contractor shall include Adoption Support Agencies (ASAs) as well as relevant specialist therapeutic providers and the key charities such as Adoption UK, Kinship, and the Family Rights Group. The Contractor shall also lead discussions with representatives from Virtual Schools, education, health and the police and wider multiagency partners answer key research questions:

- What is the role of schools and multi-agency partners, such as health services and the police, in supporting outcomes for previously looked after children?
- What impact are support provisions in schools, such as pupil premium plus or access to virtual school support, having on outcomes?

The Contractor shall explore the enablers and barriers of practice in detail, how these affect children and families, and how they offer both universal and targeted services and support. Case studies shall capture factors influencing outcomes over time, such as systems change, trends in courts, funding mechanisms for adoption/SG support services as well as any other emergent factors. Through these areas, the Contractor shall ascertain understandings of practice at a local level that is available to support children and families.

Sampling

The Contractor shall undertake a case study approach to the qualitative stakeholder interviews – i.e., interviewing practitioners from a range of agencies within the same local area. This will allow the Contractor to build up an in-depth knowledge of 'local permanence systems' and how the different aspects within the system inter-relate. Case study areas shall be recruited during the initial engagement work, ensuring the Contractor includes a range of local areas (e.g., location, rural/urban split). The case study work shall begin with a systems mapping exercise with individuals from the LA and RAA to understand the key organisations and individuals within the system. The Contractor shall use this to develop local sampling frames.

Once the sample is established, the Contractor shall contact stakeholders and provide recruitment materials for them to make an informed decision about whether they will participate. LAs and RAAs will be asked to contact stakeholders, as the Contractor shall not at this stage have consent for contact details to be shared.

The Contractor shall sample four areas across which to build the case studies. The Contractor shall sample nine professional stakeholders who will each participate in an interview. The research shall take place in two waves, tracking changes to processes and practices over time. Table 6 provides an indicative sampling frame, which will be further developed during the Feasibility Study.

Table 6: Sampling frame for stakeholder case studies

Stakeholders in each of the five selected case study areas	Key charities
▶ 1x RAA (e.g., Head of Service)	▶ Adoption UK
▶ 1x LA (e.g., Director of Children's Service)	▶ Kinship
▶ 1x VAA (e.g., Chair / CEO)	▶ Family Rights Group
▶ 1x Adoption/SG support social worker/ senior practitioner	
▶ 1x ASA / therapeutic provider	
▶ 1x Virtual School Head	
▶ 1x Health partner (e.g., psychologist)	
▶ 1-2x multi-agency partners (e.g. police, contextual safeguarding lead, if relevant)	

The Contractor shall seek to minimise research burden with practitioners wherever possible and recruit stakeholders across areas that have been lesser involved in research to date (i.e., exclude the RAA case study areas), but without compromising the quality of the research and its evidence.

Mode of data collection

The Contractor shall undertake interviews will range from 45-90 minutes dependent on level of involvement. In-depth interviews shall be carried out using semi-structured interview techniques. These will take place either face-to-face or via phone/videoconference. The face-to-face research shall follow the COVID-19 guidance at that time.

Analysis

The Contractor shall approach the analysis of the data that follow the approach in Element 4 above, i.e., using a coding framework linked to the research questions to identify themes within the interviews, and examine how these vary by case study and stakeholder type.

ELEMENT SIX: QUALITATIVE INTERVIEWS WITH STAKEHOLDERS		
Task	Output	Date Required
Agree tools	An agreed set of research tools	30 th November 2022
Fieldwork	Interviews with families for Wave 1 completed	31 st June 2023
Reports	Draft Report 1 submitted to the Department	30 th September 2023

The Contractor shall develop more detailed timetables in consultation with the Department as the evaluation progresses.

Element 7: Analysis of administrative data

This element will be led by the Rees Centre.

The aim of this element is a focus on the outcomes for children who are in other types of permanence (Special Guardianship Order (SGO), Child Arrangement Orders (CAO) and long-term foster care) while also exploring the available adoption data. The outcomes analysed shall include educational progress and attainment, mental health, further education, employment and training (i.e., not NEET). This analysis shall also provide the best evidence on the percentage of SGO and CAO disruptions and the peak age for disruptions. The Contractor shall explore the testing of effects of policy changes such as the introduction of Virtual Schools on those in long-term foster care.

This analysis shall support the findings from the longitudinal study which may find low number of children who left care on a SGO or a CAO and who have reached adolescence. The Contractor shall control for this challenge by using the national datasets because they contain data on all children who left care on a SGO or CAO and those in long-term foster care. They also contain data on some adopted young people, but the tender documents set out the difficulties identifying adopted children in national datasets after the making of the order.

The datasets

The Contractor shall use their expertise in data linkage to explore children and young people's educational progress and outcomes by linking administrative datasets. The Contractor shall link datasets using the unique pupil number. The Contractor shall work with the support of the Department to draw on the following high-quality longitudinal child-level datasets: a) DFE longitudinal datasets (SSDA903); b) the National Pupil Database (NPD) (2-21 years); c) Individualised Learner Records (ILR) (14-25 years) and d) the Longitudinal Education Outcomes (LEO) dataset. The Contractor shall link these datasets, with appropriate permissions, and during the Feasibility Stage shall explore the possibility of linking these datasets to the other research Strands.

In the Feasibility Stage, the Contractor shall also explore the possibility of linking survey data with other recently 'opened' datasets., - e.g., the Ministry of Justice datasets (offending) and the NHS hospital records (attendance at A&E e.g., self-harm).

The Contractor shall request data for every year, across all available and accessible datasets, from 2004 to 2020 on children who left care on SGO, or a CAO, or an Adoption Order, or are identified as in long-term fostering, between 2005 and 2018, their educational records, and employment up to the latest data release. The current estimate is that there will be 23,000 children on a SGO of which 11,000 were over 5 years at the time of the order. Child arrangement orders were implemented from April 2014 (replacing Residence Orders and Contact Orders) and approx. 1,000 children leave care on CAOs each year (Est. n=6,000). Their age and ethnicity are not published.

Variables in the datasets

The Contractor shall create a combined dataset that provides a rich analytical environment to examine how early experience of maltreatment, placement movement, etc, might influence later outcomes. The availability of 'dates' also allows the Contractor to place 'time' as central to understanding pathways and helps our explorations of timely decision-making, delayed or accelerated transitions through adolescence, or whether there is any 'catch up'. The Contractor shall examine 'between and within group' differences e.g., are boys' and girls' outcomes different?

The Contractor shall request access to the variables from each dataset outlined below in Table 7 for inclusion in the combined datasets that shall allow the Contractor to examine long-term outcomes for those in long-term foster care or who left care on a SGO, CAO and adoption orders where sample numbers are sufficient and representative. The Contractor shall also explore 'what happened to those children when they returned to care'. For example, was a stable placement found with another relative/foster carer or were there multiple placement breakdowns after re-entry to care? Before 2004, data were collected on only a one-third sample of children in care and there will be a small proportion of children where their early care history is missing.

Table 7: Variables to be requested from the datasets

Dataset	Variable
Department for Education SSDA903:	<ul style="list-style-type: none"> • Child's age, sex, ethnicity, LA region • Reason for entry to care, age at entry, age leaving, legal orders made • Placements: number, types, out of area, placement on exit from care • Re-entry to care: failed reunifications, adoption, SG, and CAO disruptions • Risk factors while looked after: episodes of going missing, concerns of substance misuse, offending, SDQ total score, multiple placements • And for those still in care at 18-21 years (e.g., the long-term fostering group) proportion in Staying Put placements, involvement with work and education, reasons for not working (disability, illness, pregnancy, parenting); and those in unsatisfactory accommodation.
National Pupil Database (NPD) and Individual Learner Records (ILR)	<ul style="list-style-type: none"> • First language not English • Special educational needs and disability • Type of school attended • Educational outcomes: KS2 attainment, Attainment 8 scores, GCSEs, A-levels • Self-assessed mental health from age 16 years

	<ul style="list-style-type: none"> • Risk factors - school attendance, exclusions/truancy, number of school moves.
Longitudinal Education Outcomes (LEO)	<ul style="list-style-type: none"> • Type of further education and training - University / Further Education/ Training • Qualifications, degrees, NVQ, etc and age at achievement (given these are often achieved later compared to peers in the general population) • Employment: sustained or not sustained employment using the DfE sustained definition of being employed in 5 out of the 6 months between October and March in the financial year • Benefits - means-tested and disability benefits.

Analysis plan

The Contractor shall confirm the plan, and any adaptations where necessary, after the Feasibility Study, as much depends on which data can be linked, sample sizes, and the extent of missing data. The Contractor expects the sample to be large enough to enable detection of small effect sizes and estimation of population parameters with small margins of errors at conventional levels of significance and power.

The ITT sets out the variables the DfE considers important for stratification (P 14 of the ITT). All but siblings can be met by the datasets. Data on sibling placements are not collected at a national, RAA or LA level; the Contractor shall explore this in the Feasibility Study. However, the datasets would allow for an additional stratification of SGOs made to former foster carers (not relatives) and those made to relatives.

The data are longitudinal, repeated measures (e.g., school attendance at multiple time points), nested within each individual, nested within LAs, and multi-group (SGO, CAO, LTF and AO). Building on descriptive statistics where all the variables will be examined, the Contractor shall undertake different types of analyses to answer the research questions. A task in the Feasibility Study will be to decide which of the potential modelling approaches best answers the research questions.

The Contractor shall use the descriptive analysis to build cross-sectional models that take account of the child's care and education history and logistic regressions to examine risk and protective factors. The Contractor shall also use multi-state event history analysis which focuses on the impact of "time" to events such as time before the order was made or time between the order and a SGO or adoption disruption and the effect of 'time' on other outcomes of interest such as educational achievement. In addition, the Contractor shall use event history analysis to effectively deal with events that are missing (e.g., some young people would not yet have had the chance of completing A levels). It also enables individuals to move among different states over time, such as going in and out of care.

The Contractor shall consider other more advanced models such as latent growth curve modelling to enable the rates of change in variables to vary before and after the policy

change took effect and other types of multi-level models. The Contractor shall also test whether propensity score matching might be a helpful technique – selecting children with similar starting points but who left on different orders and comparing outcomes.

The Contractor shall analyse the data at the beginning of the study, i.e. 2023-24, subject to access being given and the data being available. This would provide initial long-term quantitative data before findings emerged from the primary research. The Contractor shall then repeat the analysis at the end of the study (i.e., 2027-28), when it would be linked with the survey data to provide a richer analysis (see next section).

Linking the administrative and survey data

The Contractor shall explore the opportunities to link these administrative datasets with survey data, as this has not to the Department or the Contractor's knowledge been achieved before with sensitive and protected data. The data would need to be linked using the child's pupil number. Consent would have to be given by parents/carers and the child, if old enough. The Contractor shall inform development of this aspect and whether it is ethical and possible to link by learning from two projects that are currently attempting to do this, and from draft guidance that may be available. The Contractor shall take into account the recommendations and actions stemming from their work will affect the feasibility of linking data where individuals are identified.

ELEMENT EIGHT: ANALYSIS OF ADMINISTRATIVE DATA		
Task	Output	Date Required
Wave 1 analysis		
Draft data application	Submit request for data	31 st October 2021
Analyse findings	Complete analysis for Wave 1	31 st June 2024
Draft reports	Draft report submitted to the Department	31 st September 2024
Wave 2 analysis		
Draft data application	Submit request for data	31 st January 2027
Analyse findings	Complete analysis for Wave 2	31 st June 2028
Draft reports	Draft report submitted to the Department	31 st September 2028

Element 8: Outputs

In order to have a comprehensive set of reports to meet stakeholders need, the Contractor shall produce a variety of outputs, including pre-wave and final technical reports; reports per wave of fieldwork; a final report; along with practice papers, and other engaging outputs as part of an over-arching dissemination strategy.

The Contractor shall produce the following core written outputs that meet the requirements of the ITT and some options to support real time-learning and wider engagement (specific outputs to be determined during feasibility study in agreement with the Department). The Contractor shall consider child- and family-friendly outputs, practice papers, podcasts, webinars, animations and/or blogs.

- 3 Full and Summary reports (1 per wave)
- 2 sets of alternative outputs (Waves 1 & 3)
- 3 sets of dissemination activities (Waves 1 & 3)

The number and combination of outputs will be confirmed in agreement with the Department during the Feasibility Study.

The Contractor shall tailor each output with regards to format, key messages, target audiences, and timing.

Triangulation and synthesis

The Contractor shall undertake the following approach to mixed methods analysis that will precede each main reporting stage.

Building on the in-depth strand analysis approaches outlined in the previous sections, the Contractor shall integrate and triangulate the data sources to explore and explain the findings at each key analysis and reporting point. Throughout the triangulation and synthesis process, the Contractor shall follow quality criteria for mixed methods research, adopting rigorous procedures at each stage, explaining our intended (and implemented) integration approaches to justify decisions taken and any limitations, alongside particular insights gained from using a mixed methodology.

The Contractor shall produce a research framework of key themes and areas of interest, undertaken as part of the Feasibility Study, and to further develop the research questions (following consultations with the Department and sector). The Contractor shall use this framework to guide the analysis of each Strand and assist in integrating them together.

Using a convergence model approach, the Contractor shall use the findings from the different data sources to compare, contrast and validate each other to help provide an understanding of: the complexity that lies behind outcomes for children and young people leaving care permanently; the critical points in children and young people's journeys; how these affect different outcomes over time; how they vary between different routes to

permanence; and, what support is required for them and their families. Where findings from data sources contradict ('inter-method discrepancies') the Contractor shall interrogate the data further to try to understand why this might be the case. This might involve creating hypotheses that could explain why we are not seeing an expected result and using mixed methods matrices to support further sub-analysis to see if these hypotheses are correct or not. The overall research findings and emerging issues for consideration shall be synthesised at each stage and organised around the original themes identified and refined during the analysis process to answer the research questions.

Reports per wave

Each **full report shall be no longer than 150 pages** and will provide a range of evidence to answer the key research questions. The Contractor shall provide the Department with Full and Summary reports that present evidence from the study findings following each research wave, drawing on both the quantitative and qualitative research. The reports shall include learning from the process of implementing this seminal study and lessons learnt for the different stakeholder groups, with a focus on useable findings. The reports shall be written in accordance with DfE reporting templates and guidance and will include an introduction to the content and scope of the report; the study, method, strengths, and limitations; the findings from each strand activity organised by themes to be agreed with the Department; conclusions, implications for policy and practice and next steps for the research. Data tables and datasets from each research wave shall be included within and accompanying the reports.

To ensure that the interim findings have the widest reach and the greatest potential to inform practice, the Contractor shall incorporate infographics and summary standalone outputs, highlighting points of particular interest and relevance for different stakeholder groups. The voices of children, adopters and special guardians will be central to the reports and these report summaries.

As an additional element, the Contractor shall provide a written reflection on the delivery and impact of the study for that wave, with discussion on this at a corresponding Research Advisory Group meeting. This will include a review of what has gone well or less well in delivery and any resulting suggestions for alterations to the delivery approach. This will inform and be presented alongside the refresh of the delivery plan for the coming year to ensure the research activities undertaken are effective and continue to meet the requirements of the contract and the needs of the stakeholders the Contractor is engaging.

Prior to drafting the end of year reports, the Contractor shall meet with the Department and the Research Advisory Group to map-out the intended content, style, and length, and to discuss any preferred methods of presenting data.

The Contractor shall report findings, even if preliminary, to the Department as soon after data collection as possible to ensure the Department receives on-going analysis and information to inform policy and spending decisions. The Contractor shall aim to provide findings within 3 months of delivery of cleaned data.

Final report

The Contractor shall produce a final report, due in September 2028, that will provide an overall synthesis of the findings from the study at the end of the study. Building on the agreed format of the wave reports, this final report shall highlight implications for practitioners and policy makers that will improve outcomes for these children. It will include detailed findings, organised around the main research questions and themes for the study; a set of conclusions and implications, and a full method statement, appraising the strength of the evidence. The use of anonymous verbatim quotes throughout the report will help illustrate the practice examples and provide additional richness to the findings.

The Contract allows for drafting, quality assurance and responding to comments, to produce a high-quality final document suitable for publication.

Table 8 below shows timetabled points at which the Contractor shall provide draft (unless otherwise specified) interim or full findings to the Department.

Table 8: Timetable

Output	Description	Timing
Communications strategy	The Contractor shall produce a communication strategy following the first wave of fieldwork (i.e., as part of the Final report following the design scoping phase). This strategy shall cover recruitment and ongoing engagement with study participants and communications and engagement with external stakeholders. Ecorys will lead on this work.	31 st December 2022
Progress reports (quarterly)	To support effective contract delivery, the Contractor shall prepare short (6-8 page) quarterly reports to DfE to be presented at quarterly meetings. These reports shall contain a quarterly update on progress against the delivery plan, key risks, progress against KPIs and any contract management issues. The reports shall also give a flavour of the evidence and learning emerging from the research tasks.	Quarterly throughout life of project, starting in January 2022.
Full and summary reports (1 per wave)	Each full report shall be no longer than 150 pages and will provide a range of evidence to answer the key research questions. The Contractor shall provide the Department with Full and Summary reports that present evidence from the study findings following each research wave, drawing on both the quantitative and qualitative research.	September 2024 September 2026 September 2028

2 alternative outputs (waves 1 and 3)	<ol style="list-style-type: none"> Practice notes: To share the key arising issues for LA, RAA and VAA practice and support improved decision making by local authorities, the Contractor shall develop practice papers. Informed by the developing evidence base and the learning needs of stakeholders identified at the scoping stage, an initial plan will be drawn up, keeping this open to allow for any new learning needs over the study timeframe. Child and family friendly outputs: The Contractor shall produce outputs aimed at sharing the research findings with children and families. The outputs shall be designed to be helpful and useful for children growing up in adoptive and SGO families, as well as helping current and prospective adoptive/SGO parents/carers understand the experiences of others. The Contractor shall share these with research participants at the end of each wave, as they will be a good way of keeping families engaged in the research. 	<p>Wave 1: September 2024</p> <p>Wave 3: September 2028</p>
3 Dissemination activities (waves 1 and 3)	To be agreed during feasibility stage. The Contractor shall consider podcasts, webinars, animations and blogs.	<p>Wave 1: September 2024</p> <p>Wave 3: September 2028</p>
Final report	The Contractor shall produce a final report that will provide an overall synthesis of the findings from the study at the end of the study	September 2028

5. TIMETABLE

A high-level overview of the timetable for the evaluation is provided below. The Contractor shall develop more detailed timetables in consultation with the Department as the evaluation progresses.

Overview timetable of key tasks						
	Element 1 Feasibility Study	Element 2 Design, scoping & piloting	Element 3 Longitudinal survey of children & families	Element 4 Longitudinal qualitative interviews with children & families	Element 6 Qualitative interviews with stakeholders	Element 7 Analysis of Administrative data
2021- March 2022						
November- December 2021	Sample design and feasibility study					
	Consultations with DfE/ stakeholders					
October 2021- January 2022	Engagement events with adoption sector					
January 2022- February 2022	Family consultations					
March 2022	Draft feasibility study report					
April 2022-March 2023						
May-June 2022	Final feasibility study report	Analysis of admin data			Fieldwork	
July 2022- October 2022		Build website and design study materials/ research instruments/ questionnaire			Thematic analysis	
September – October 2022		Cognitive testing and pilot fieldwork				
November 2022		Draft report on the Design, scoping and				

		pilot				
April 2023-March 2024						
			Sampling	Interviews with families		Request access to data
			Fieldwork	Engagement work between waves		Merge datasets
			Data processing, including weighting and coding	Interviews: cross sectional with young adults		Other outputs
			Analysis	Analysis		Analysis
April 2024-March 2025						
			Mixed methods analysis Full and summary reports Other outputs			
April 2025- March 2026						
				Interviews with families		
				Engagement work between waves		
				Interviews: cross sectional with young adults		
				Analysis		
April 2026-March 2027						
			Mixed methods analysis			
			Full and summary reports			
			Other outputs			
April 2027- March 2028						
				Interviews with families	Fieldwork	Request access to data

				Engagement work between waves	Thematic analysis	Merge datasets
				Interviews: cross sectional with young adults		Other outputs
				Analysis		Analysis
April 2028-March 2029						
			Mixed methods analysis			
			Full and summary reports			
			Other outputs			

A more detailed timetable of the main tasks for 2021-22 and 2022-23 is provided below. The Contractor shall work up detailed timetables for future years of the evaluation in consultation with the Department as the evaluation progresses and following the feasibility study stage and design scoping & pilot stage.

Date	Task
2021 Timetable	
November 2021	<ul style="list-style-type: none"> • Set-up meeting. Agree scope. • Start work on sample design and feasibility testing. • Application to access data (ongoing to February 2022) • Start work on developing interview schedules for feasibility study. • Start work on communications plan including study name, branding and website. • Consultations with DfE stakeholders (ongoing to January 2022) • Engagement work with adoption sector (ongoing to January 2022) • Set up Research Advisory Group.
2022 Timetable	
January 2022	<ul style="list-style-type: none"> • Family consultations (ongoing to February 2022) • Agree branding and launch website.
February 2022	<ul style="list-style-type: none"> • First Advisory Group meeting.
March 2022	<ul style="list-style-type: none"> • Report on feasibility stage and review meeting
<i>Break clause following feasibility study report</i>	
April 2022 – May 2022	<ul style="list-style-type: none"> • Design of study materials
June 2022 – August 2022	<ul style="list-style-type: none"> • Research instrument/ questionnaire finalisation
September 2022	<ul style="list-style-type: none"> • Cognitive testing
October 2022	<ul style="list-style-type: none"> • Research instrument/ questionnaire finalisation
November 2022	<ul style="list-style-type: none"> • Questionnaire scripting and checking
December 2022	<ul style="list-style-type: none"> • Report on Design, scoping and pilot stage
<i>Break clause following Design, Scoping and Pilot stage report</i>	

6. STAFFING

Ecorys UK shall be the lead Contractor for this contract:

- **Project Director, <redacted>** (19.5 days during Feasibility Study) will be responsible for the overall delivery of the contract and provide overall management and direction. He will have overall accountability for the delivery of the contract requirements, and responsibility for quality assuring all evaluation activity, learning strands and outputs. He will be responsible for ensuring the availability of team members. He will contribute at relevant meetings, presentations and learning activities.

- **Project Manager, <redacted>** (45.4 days during Feasibility Study) will oversee the day-to-day delivery of the research and will provide a single point of contact and communication with the Department throughout the evaluation, via regular telephone and written communication. Key responsibilities will include: overseeing and co-ordinating the delivery of all work strands, including the research design and the development of research tools; manage the timing of the strands to ensure both comprehensive data collection; contribute to and oversee the production of all outputs and reports; contribute to relevant meetings, presentations and learning activities.

Other Staff from Ecorys include:

Name	Position	Role on project	Days allocated for Feasibility Study
<redacted>	Senior Project Manager	Deputy Project Manager	39.75
<redacted>		Qualitative research fieldwork manager	4.98
<redacted>	Research Assistant	Qualitative Researcher	5.31

The Contractor shall also set up a 'core management team' comprising key representatives from the three partner organisations to oversee all aspects of the study and ensure regular communication. As part of their remit, the Project Manager will assume responsibility for managing relationships with IPSOS Mori and The Rees Centre at the University of Oxford and <redacted> at the University of East Anglia.

Following the contract, the Contractor shall put in place legal subcontractor agreements to underpin working arrangements with (i) IPSOS Mori, (ii) The Rees Centre at the University of Oxford, and (iii) the University of East Anglia. These agreements will cover roles and responsibilities, deliverables and timescales, and required standards in terms of data protection, quality and ethics. This will state the intention of all partners to follow key principles in delivering all activities relating to this study, and protocols in terms of maintaining contact. These will be signed following contract agreement.

The Contractor will sub-contract certain elements of the research with the following:

Staff from Ipsos MORI include:

Name	Position	Role on project	Days allocated for Feasibility Study
<redacted>	Research Director	Project Consultant	0.5
<redacted>	Associate Director	Project Director	10.5

[REDACTED]	Associate Director	Project Manager	20
[REDACTED]	Research Manager	Assistant Project Manager	20
[REDACTED]	Field Manager	Survey fieldwork Manager	0.5
[REDACTED]	Graduate Research Executive	Project Executive	23.8

Staff from the Rees Centre include:

Name	Position	Role on project	Days allocated
[REDACTED]	[REDACTED]	Expert Advisor	30.4

Staff from the University of East Anglia include:

Name	Position	Role on project	Days allocated for Feasibility Study
<redacted>	[REDACTED]	Expert Advisor	n/a ([REDACTED] will be involved during the project delivery)

The Contractor shall organise regular contract management communication broadly as outlined below while being responsive to the needs of the contract throughout. Ecorys UK and its sub-contractors shall:

- Attend an initial set-up meeting with the Department and up to two Advisory Group meetings a year at the Department's premises.
- Produce written progress reports ahead of attendance at Advisory Group meetings. The Contractor shall discuss the content and structure of these progress reports with the Department and are likely to cover performance against agreed key milestones and/or deliverables in the period, feedback on findings from the evaluations as well as any updates on management and delivery (e.g., key risks to contract delivery and issues arising).

The Contractor shall facilitate contract management by a structured approach to internal partnership meetings. The Contractor shall hold quarterly management meetings with its sub-contractors through the evaluation but will be responsive to needs and will schedule additional meetings as required. In addition, the Contractor shall maintain regular communication channels with the Department's Project Manager to discuss issues in relation to progress.

The following department for education staff will be working on the project.

- <REDACTED> will be responsible for the overall project management of the contract and provide overall management and direction.

- [REDACTED] will be the analytical project manager and oversee the day-to-day delivery of the evaluation and will provide a single point of contact and communication with the Contractor throughout the research, via regular telephone and written communication.
- <redacted> will be responsible for the overall policy direction of the contract, and contribute to the development and agreement of outputs, key milestones and deliverables.
- <redacted> will be the policy lead overseeing the day-to-day delivery of the research.

7. ETHICAL CONSIDERATIONS AND MINIMISING RESEARCH BURDEN

The Contractor shall give careful consideration to ethical considerations of the methodologies of the research with children and parents/carers and will be at the centre of all research activity. Both surveys and interviews involve exploring the life histories of people who have faced significant trauma and difficult circumstances. Interviews will be in-depth, and it may be necessary to handle and manage distress during the research and a distress protocol will further support our experienced researchers.

The plan for surveying and/or interviewing children and families in this study will be reviewed by the ethics committees at the Department, as well as by the Contractor and its sub-contractors: Ipsos MORI (for the survey elements), University of Oxford (for data analysis and linking).

The Contractor shall employ universal research ethical principles for all data and participation: anonymity, confidentiality, informed consent, harm minimisation, transparency, voluntary participation and data protection. Ethics shall underpin all stages, processes and approaches. Ethical consideration shall also be central to reporting, publication, communication and dissemination processes. The Contractor shall implement the best ethical practice guidelines from a range of recognised bodies such as the Social Research Association, MRS, BERA and the Economic and Social Research Council.

The Contractor shall develop a set of procedures to be followed by interviewers (both for surveys and/or interviews), which will include:

- Informing the participants about the objectives and aims of the study, making sure that the information can be understood by all participants (e.g., providing information in multiple languages and/or formats) and participants of all ages.
- Informing participants of their data protection rights, and their right to withdraw and complain (Privacy Notice).
- Active listening to participants' fears and questions about participating in the study, and to respond sensitively and appropriately.
- Ensuring the participants are comfortable – that the research is taking place at a time of their choosing and in a safe place. Participants may undertake interviews in pairs, or have someone accompanying them, should they wish.
- Enabling participants to take a break or resume research at a different time if they feel that would be helpful for them.
- Ensuring strong procedures are in place to ensure anonymity and confidentiality (e.g., unique identifiers, use of encrypted devices).

- Providing families with lists of support agencies to speak to further, should they feel the need to.

8. RESEARCH WITH CHILDREN AND FAMILIES: face-to-face and/or virtual

Qualitative research will only be undertaken by researchers with a valid Enhanced DBS Check, and appropriate checks are carried out as standard on all Ipsos MORI field interviewers (including identity checks and unspent criminal convictions).⁷ The Contractor shall explore methods to trial the approach and tools during the feasibility and pilot stages, for example with adopted adults and adoptive families, to ensure they are easily understandable.

The Contractor shall ensure that as part of the recruitment strategy all children and parents/carers understand the voluntary premise of being involved, that it will not reflect on them either positively or negatively if they are or are not involved. Children will also be completely free to make their own decisions on participation, irrespective of their parent/carers' consent. Researchers will clarify that there is no obligation to participate in the research regardless of who they were asked by or who told them about it. Researchers will emphasise that the research will contribute to the improvement of policy and services for children, and for adoption and special guardianship.

The Contractors' researchers will inform potential participants of the research in a clear and understandable manner, using pictures and graphics to show who people are and the organisations involved, as necessary. The Contractor shall make clarifications around the nature of the study, how the person could be involved, who the researcher is and who they work for, including who has funded the study, what the research seeks to find out and how the findings will be used and published. Participants will know they can withdraw at any stage without negative consequence to them or anyone else, and the Contractor shall go through explicit confirmation of their informed consent at every research interaction. They will also be told of their right to complain and be given clear information on how a complaint can be made to the Data Protection Officer at Ecorys/Ipsos MORI or to the ICO.

The Contractor shall carry out the research in a flexible way (either using face-to-face, telephone or virtual as appropriate) to ensure children, young adults and parents/carers are comfortable – at a time of their choosing and in a safe space. Children may wish to participate with an advocate accompanying them or they may have an interpreter present. Especially when highly sensitive issues are concerned, children and other vulnerable individuals will have access to an advocate who is present during introductions between researchers and participants, and, if necessary, during the data collection. Ecorys staff are trained in interviewing children and vulnerable people and are adept at interviewing in a sensitive and trauma-informed manner – this is critical for interviews with both children and families, who will have faced some element of trauma in their past. The safety and comfortability of children partaking in the research is paramount.

⁷ Ipsos MORI follows the HM Government Baseline Personnel Security Standard and therefore we carry out a range of checks on all employees, workers and freelancers engaged to carry out work for us:

There is potential for parents/carers and young people to find some of the survey topics sensitive and upsetting. Cognitive testing across a broad range of groups will identify any sensitive questions and the Contractor shall include 'sensitivity text' in the survey reminding people that they can skip any question that they do not wish to answer. Ensuring that parents/carers and young people are able to skip the questions will be important.

As well as ethical collection of data, all data will be treated and stored securely and ethically. Anonymity and confidentiality will be guaranteed for all participants of the research irrespective of the research method. The detailed data security plan is presented in Schedule 4; this details the Contractor's approach to handling sensitive and confidential data and dealing with children and vulnerable groups. All data collected during the research shall be collected and stored in accordance with the Data Protection Act 2018. In cases where the research interviews are conducted with an accompanying person or an interpreter, that accompanying person will also receive a document detailing the purpose of the interviews and their responsibilities and will be asked to sign a consent form guaranteeing they will maintain confidentiality and not share any information they have access to, with third parties.

Safeguarding

The Contractor's safeguarding policy shall be the responsibility of every employee across the consortium, and any others delivering under this contract to be familiar with, comply with, and uphold the policy's terms.

All consortium employees receive safeguarding training, which includes awareness of the effects of abuse and trauma. The policy covers: Employment procedures; Abuse reporting procedure; Consent and capacity; Sharing information; Role of and contacting the Designated Safeguarding Officer (DSO); Procedures when abuse is suspected involving a researcher; and Storage of records. Ecorys also has a lone worker policy to safeguard its own employees during research and consortium partners will comply with this policy throughout the contract.

If the researcher has any concerns about the possibility of abuse, or if a disclosure of any kind is made, they will follow the consortium wide escalation procedure and inform the DSO (of which Ecorys has 11, to always ensure availability at all times), who will decide what further action should be taken, including possibly reporting to children's safeguarding teams or Police.

Minimising the research burden

The Contractor shall ensure that minimising research burden is always a priority, by seeking to:

- do as much of the organisation as possible.
- make all materials accessible.
- clearly detail what is being asked of participants at each stage.
- give professional participants several weeks' notice in advance of any asks to prepare.
- have pre-data collection conversations with families about their needs and how they will best engage; and
- give flexibility to families about place, timing, length and format of the research.

Additional training and enhanced briefings for researchers

The Contractor shall apply robust training and enhanced briefings ahead of (and after) each stage or wave of fieldwork research to ensure that all researchers understand the specific objectives of the project and the diversity and potential experiences of the research subjects. The Contractor shall train researchers at an early stage and throughout is central to clarifying their involvement for this piece of work, and to ensure that the researchers are informed of the expectations and to embed a sensitive and trauma-informed approach to our practice.

Prior to the qualitative interviews, the Contractor shall organise briefing sessions for the researchers. The briefing session shall cover:

- Introduction to the objectives of the project
- Understanding of the target group, its diversity and potential emerging themes
- Different terminologies used during the fieldwork
- Practical examples of good strategies for the interviews
- Establishing an atmosphere of trust with the interviewees
- Ways to sensitively handle difficult emergent topic areas and empathetically manage distress, including a distress protocol and sharing of best practice and experiences
- Presentation of the interview topic guide
- Information on data protection and privacy, including the consent form and information note
- Ethical considerations and ensuring compliance with all legal requirements, ethical policies, safeguarding (e.g., designated safeguarding officer escalation procedure) and lone researcher protocols
- Practical issues such as arranging interviews, deadlines
- Coding, reporting template, quoting quality assurance and,
- Q&A.

As well as training and enhanced briefings, all field researchers will have access to supervisory individual debriefings, with a designated manager on the project. Group debriefings will provide a space to reflect, share, and to challenge and develop approaches in an iterative way through group discussion.

The Contractor shall hold in-depth face-to-face briefings for all interviewers (subject to COVID-19 restrictions) who were working on the study. These briefings shall cover:

- Introduction to the background and purpose of the study
- Understanding the population being contacted for the study
- Familiarisation with the survey questionnaire and any other survey instruments (e.g. cognitive assessments, data linkage requests)
- Contact protocols
- Data security
- Participant engagement, which may cover:
 - Introducing the survey on the phone (Wave 2 onwards)

- Using the sample information to tailor the introduction (Wave 2 onwards)
- Emphasising the value of the survey
- Engaging with young people of different ages
- Setting appointments
- Dealing with participants sensitively
 - Gentle probing and listening
 - Handling sensitive/upsetting interviews
 - Example answers to common questions
 - Practical exercises on dealing with reluctance
 - Awareness of household situation/ knowing when to withdraw.

9. STEERING COMMITTEE

The Project Manager shall set up a Steering Committee for the Project, consisting of representatives from the Department, the Contractor, and any other key organisations whom the project will impact on, to be agreed between the parties. The function of the Steering Committee shall be to review the scope and direction of the Project against its aims and objectives, monitor progress and efficiency, and assess, manage and review expected impact and use of the findings from the Project against an agreed Project Communication Plan, through the standard Department Communication Plan Template. The Committee shall meet at times and dates agreed by the parties, or in the absence of agreement, specified by the Department. The Contractor's representatives on the Steering Committee shall report their views on the progress of the Project to the Steering Committee in writing if requested by the Department. The Contractor's representatives on the Steering Committee shall attend all meetings of the Steering Committee unless otherwise agreed by the Department.

10. RISK MANAGEMENT

The following risks have been identified for this research, along with mitigating actions.

Risks/Challenges	Likelihood and impact (H=High, M= medium, L=Low)	Mitigating actions
Project management overall		
Lack of clear governance of the research, and accountability within the Consortium for delivery of the research	Likelihood: L Impact: H	<ul style="list-style-type: none"> Clear governance structures have been agreed as part of Contractual and sub-contractual arrangements, with Ecorys UK as the lead contractor with responsibility for delivery and oversight of their sub-contractors. Senior named staff detailed in the Contract for each partner organisation.

Team members become unavailable during the research period	Likelihood: M Impact: M Could result in lack of continuity in the relationships between the evaluators and DfE, and/or net loss of expertise from the evaluation team.	<ul style="list-style-type: none"> Time inputs of team members safeguarded at the point of contract signature, and formalised with the Ecorys HR / work planning system Replacements at same grade / level
Consortium doesn't work effectively together	Likelihood: M Impact: M	<ul style="list-style-type: none"> The Contractor establishes principles of effective working relationships with partner organisations. Consortium has established working relationships and track record of delivering together on past/ present research. The Contractor will set up regular, structured programme of meetings and communications to ensure all Consortium partners are kept up to date on progress. Regular review of ways of working, including with DfE and partners.
Timetable slippage	Likelihood: M Impact: H	<ul style="list-style-type: none"> Ensure sufficient allocation of resource at key points. Detailed project plan for mainstage fieldwork agreed and of feasibility study, outlining milestones and dependencies. Close monitoring of timetable with transparent, regular progress reporting to the DfE. Where delays external to the research, e.g., further waves of COVID-19 and/or restrictions) project managers to agree alternative timescales and redeploy resources to minimise impact.
During Feasibility stage		
Feasibility study concludes no option is feasible, resulting in being unable to progress with the study	Likelihood: L Impact: H	<ul style="list-style-type: none"> Teams has developed a range of options to test rather than just one. Options have been developed based on prior experience of delivering previous studies of adoption. Each strand within the options can be removed if a certain strand is infeasible.
Feasibility study concludes that there is feasible option, but not within the available budget	Likelihood: M Impact: H	<ul style="list-style-type: none"> Each strand within the options can be scaled back if necessary (though for some strands this may reduce the robustness of the research).
Unable to fully conclude on feasibility of options.	Likelihood: M Impact: H	<ul style="list-style-type: none"> Thorough and detailed feasibility is planned. Feasibility report structure will

		<p>be agreed with DfE. Emerging findings presented to DfE at earliest opportunity.</p> <ul style="list-style-type: none"> • DfE to make final decision on options, taking into consideration feasibility report findings.
Not all aspects within the feasibility study are completed on time.	Likelihood: M Impact: M	<ul style="list-style-type: none"> • Data access request will be made within the first month of the feasibility study to minimise risk. • Early stakeholder engagement is being undertaken as part of the feasibility study to understand barriers to RA/LAA engagement. Flexibility has been built into the design of the feasibility study to tailor the main study design options to what will work for the sector. Some elements of the piloting phase could commence whilst some elements of the feasibility study are outstanding.
Stakeholders (including families) do not engage with feasibility study	Likelihood: L Impact: H – undermines the robustness of feasibility study conclusions	<ul style="list-style-type: none"> • Approach to feasibility study builds on previous approaches that have good levels of engagement. Approach includes aspects designed to support engagement, such as events hosted by senior DfE officials. Flexible approach offered to families (speak to at time and place of convenience) to increase engagement.
Consent to data is not received in time or denied.	Likelihood: M Impact: H – no data access would minimise ability to explore relationship between factors and outcomes as part of the feasibility stage.	<ul style="list-style-type: none"> • Early engagement with the DSAP team and send off request within first month of the contract.
During implementation		
Assumption within the feasibility study prove to be incorrect	Likelihood: L Impact: M – some strands would not be possible, reducing robustness of the study	<ul style="list-style-type: none"> • Assumptions already based on years of previous experience of delivering similar projects successfully. The contract includes a thorough and detailed feasibility stage to ensure assumptions as fully tested as possible.
Future waves of COVID-19 restrict fieldwork/ respondent willingness to engage	Likelihood: M Impact: L – would reduce sample sizes of future waves	<ul style="list-style-type: none"> • Face-to-face fieldwork can be conducted in COVID-19 safe other ways, and alternative options can be considered, e.g., push-to-web, telephone, that do not rely on face-to-face contact.
Low response rates/ engagement	Likelihood: L Impact: M – reduces the robustness of the study	<ul style="list-style-type: none"> • Research tools and respondent-facing materials fully tested during feasibility stage to ensure they are as engaging as

		possible. Consider most effective incentives (monetary and non-monetary) to encourage engagement explored through feasibility study.
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11. 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.

12. 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.

13. PROJECT COMMUNICATION PLAN

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

End of Schedule One

SCHEDULE TWO**1 Eligible expenditure**

1.1 The Department shall reimburse the Contractor for expenditure incurred for the purpose of the Project, provided that: -

- (a) the expenditure falls within the heading and limits in the Table below; and
- (b) the expenditure is incurred, and claims are made, in accordance with this Contract.

Table

Project Milestone	Payment Amount	Payment Date
2021-22 Financial Year		
Undertake interviews, consultations and engagement events with stakeholders	██████████	15th December 2021
Draft report on feasibility stage provided to DfE	██████████	15th March 2022
Total (excluding VAT)	██████████	
2022-23 Financial Year		
Complete feasibility stage	██████████	30th June 2022
Design study materials for pilot; undertake cognitive testing,	██████████	30th September 2022
final scoping study report; agree tools for longitudinal survey and stakeholder interviews	██████████	15th December 2022
Submit application for access to administrative data	██████████	15th March 2023
Total (excluding VAT)	██████████	
2023-24 Financial year		
agreed framework for case file analysis; complete analysis of admin data	██████████	30th June 2023
longitudinal survey fieldwork started; wave 1 longitudinal qualitative interviews started; draft report on analysis of admin data	██████████	30th September 2023
longitudinal survey fieldwork completed; wave 1 longitudinal qualitative interviews completed; report on case file analysis	██████████	15th March 2024
Total (excluding VAT)	██████████	
2024-25 Financial Year		
Agree analysis plan	██████████	30th September 2024
Provide final and summary reports	██████████	15th March 2025
Total (excluding VAT)	██████████	
2025-26 Financial Year		

agree tools for longitudinal qualitative interviews with families		30th November 2025
fieldwork completed		15th March 2026
Total (excluding VAT)		
2026-27 Financial Year		
Agree analysis plan		
Provide final and summary reports		
Total (excluding VAT)		
2027-28 Financial Year		
Complete analysis of admin data; longitudinal qualitative interviews started		30th June 2027
report on analysis of admin data; report from stakeholder interviews		30th September 2027
report from longitudinal qualitative interviews		15th March 2028
Total (excluding VAT)		
2028-2029 Financial year		
Final report to the Department		30th September 2028
Total (excluding VAT)		
Total project expenditure (excluding VAT)	£1,513,978.75	

Expenditure for the financial year 2021-22 shall not exceed <redacted> exclusive of VAT.
Expenditure for the financial year 2022-23 shall not exceed <redacted> exclusive of VAT.
Expenditure for the financial year 2023-24 shall not exceed <redacted> exclusive of VAT.
Expenditure for the financial year 2024-25 shall not exceed <redacted> exclusive of VAT.
Expenditure for the financial year 2025-26 shall not exceed <redacted> exclusive of VAT.
Expenditure for the financial year 2026-27 shall not exceed <redacted> exclusive of VAT.
Expenditure for the financial year 2027-28 shall not exceed <redacted> exclusive of VAT.
Expenditure for the financial year 2028-29 shall not exceed <redacted> exclusive of VAT.

Total Project expenditure shall not exceed £1,513,978.75 exclusive of VAT.

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

performance of this Contract.

- 5 Invoices shall be submitted on the invoice dates specified in the Table, be detailed against the task headings set out in the Table and must quote the Department's Order Number. **The Purchase order reference number shall be provided by the department when both parties have signed the paperwork.** The Contractor or his or her nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Contractor on the Projects in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from the Department within the terms of another contract.
- 6 Invoices shall be sent electronically to accountspayable.ocr@education.gov.uk 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 reasonable 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 reasonable steps to avoid changes of employees or sub-contractors assigned to and accepted to perform the Project under the Contract except whenever changes are unavoidable or of a temporary nature. The Contractor shall give at least four week's written notice to the Project Manager of

proposals to change key employees or sub-contractors

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

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

Department after the deduction of all legal expenses incurred in any such proceedings for one half of all damages paid whether by order, settlement or otherwise.

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

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

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

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

7. Data Protection Act

- 7.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller, and the Contractor is the Processor unless otherwise specified in Schedule 4. The only processing that the Processor is authorised to do is listed in Schedule 4 by the Controller and may not be determined by the Processor.
- 7.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 7.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged processing operations and the purpose of the processing.
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services.

- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

7.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

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

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

- data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

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

8. Departmental Security Standards

- 8.1 The Contractor shall comply with Departmental Security Standards for Contractors which include but are not constrained to the following clauses.
- 8.2 Where the Contractor will provide ICT products or services or otherwise handle information at OFFICIAL on behalf of the Department, the requirements under Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification - Action Note 09/14 25 May 2016, or any subsequent updated document, are mandated; that “contractors supplying products or services to HMG shall have achieved, and retain certification at the appropriate level, under the HMG Cyber Essentials Scheme”. The certification scope must be relevant to

the services supplied to, or on behalf of, the Department.

- 8.3 The Contractor shall be able to demonstrate conformance to, and show evidence of, such conformance to the ISO/IEC 27001 (Information Security Management Systems Requirements) standard, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).
- 8.4 The Contractor shall follow the UK Government Security Classification Policy (GSCP) in respect of any Departmental Data being handled in the course of providing this service and will handle this data in accordance with its security classification. (In the event where the Contractor has an existing Protective Marking Scheme then the Contractor may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Departmental Data).
- 8.5 Departmental Data being handled in the course of providing an ICT solution or service must be segregated from all other data on the Contractor's or sub-contractor's own IT equipment to protect the Departmental Data and enable the data to be identified and securely deleted when required. In the event that it is not possible to segregate any Departmental Data then the Contractor and any sub-contractor shall be required to ensure that it is stored in such a way that it is possible to securely delete the data in line with Clause 8.14.
- 8.6 The Contractor shall have in place and maintain physical security, in line with those outlined in ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g., door access) to premises and sensitive areas
- 8.7 The Contractor shall have in place and maintain an access control policy and process for the logical access (e.g., identification and authentication) to ICT systems to ensure only authorised personnel have access to Departmental Data.
- 8.8 The Contractor shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Departmental Data, including but not limited to: physical security controls; good industry standard policies and process; anti-virus and firewalls; security updates and up-to-date patching regimes for anti-virus solutions; operating systems, network devices, and application software, user access controls and the creation and retention of audit logs of system use.
- 8.9 Any data in transit using either physical or electronic transfer methods across public space or cyberspace, including mail and couriers' systems, or third-party provider networks must be protected via encryption which has been certified to FIPS 140-2 standard or a similar method approved by the Department prior to being used for the transfer of any Departmental Data.
- 8.10 Storage of Departmental Data on any portable devices or media shall be limited to the absolute minimum required to deliver the stated business requirement and shall be subject to Clause 8.11 and 8.12 below.

- 8.11 Any portable removable media (including but not constrained to pen drives, flash drives, memory sticks, CDs, DVDs, or other devices) which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the contractor or (sub-)contractors providing the service, shall be both necessary to deliver the service and shall be encrypted using a product which has been certified to FIPS140-2 standard or another encryption standard that is acceptable to the Department.
- 8.12 All portable ICT devices, including but not limited to laptops, tablets, smartphones or other devices, such as smart watches, which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the contractor or sub-contractors providing the service, and shall be necessary to deliver the service. These devices shall be full-disk encrypted using a product which has been certified to FIPS140-2 standard or another encryption standard that is acceptable to the Department.
- 8.13 Whilst in the Contractor's care all removable media and hardcopy paper documents containing Departmental Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation.
- 8.14 When necessary to hand carry removable media and/or hardcopy paper documents containing Departmental Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This clause shall apply equally regardless of whether the material is being carried inside or outside of company premises.
- 8.15 At the end of the contract or in the event of equipment failure or obsolescence, all Departmental information and data, in either hardcopy or electronic format, that is physically held or logically stored on the Contractor's ICT infrastructure must be securely sanitised or destroyed and accounted for in accordance with the current HMG policy using a NCSC approved product or method. Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as a Storage Area Network (SAN) or shared backup tapes, then the Contractor or sub-contractor shall protect the Department's information and data until the time, which may be long after the end of the contract, when it can be securely cleansed or destroyed.
- 8.16 Access by Contractor or sub-contractor staff to Departmental Data shall be confined to those individuals who have a "need-to-know" in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Department. All Contractor or sub-contractor staff must complete this process before access to

Departmental Data is permitted.

- 8.17 All Contractor or sub-contractor employees who handle Departmental Data must have annual awareness training in protecting information.
- 8.18 The Contractor shall, as a minimum, have in place robust Business Continuity arrangements and processes including IT disaster recovery plans and procedures that conform to ISO 22301 to ensure that the delivery of the contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency or crisis to the services delivered. If a ISO 22301 certificate is not available, the supplier will provide evidence of the effectiveness of their ISO 22301 conformant Business Continuity arrangements and processes including IT disaster recovery plans and procedures. This should include evidence that the Contractor has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.
- 8.19 Any suspected or actual breach of the confidentiality, integrity or availability of Departmental Data being handled in the course of providing this service, or any non-compliance with these Departmental Security Standards for Contractors, or other Security Standards pertaining to the solution, shall be investigated immediately and escalated to the Department by a method agreed by both parties.
- 8.20 The Contractor shall ensure that any IT systems and hosting environments that are used to handle, store or process Departmental Data shall be subject to independent IT Health Checks (ITHC) using a NCSC approved ITHC provider before go-live and periodically (at least annually) thereafter. The findings of the ITHC relevant to the service being provided are to be shared with the Department and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required.
- 8.21 The Contractor or sub-contractors providing the service will provide the Department with full details of any storage of Departmental Data outside of the UK or any future intention to host Departmental Data outside the UK or to perform any form of ICT management, support or development function from outside the UK. The Contractor or sub-contractor will not go ahead with any such proposal without the prior written agreement from the Department.
- 8.22 The Department reserves the right to audit the Contractor or sub-contractors providing the service within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the service being supplied and the Contractor's, and any sub-contractors, compliance with the clauses contained in this Section.
- 8.23 The Contractor shall contractually enforce all these Departmental Security Standards for Contractors onto any third-party suppliers, sub-contractors or

partners who could potentially access Departmental Data in the course of providing this service.

- 8.24 The Contractor and sub-contractors shall undergo appropriate security assurance activities as determined by the Department. Contractor and sub-contractors shall support the provision of appropriate evidence of assurance and the production of the necessary security documentation such as completing the DfE Security Assurance Model (DSAM) process or the Business Service Assurance Model (BSAM). This will include obtaining any necessary professional security resources required to support the Contractor's and sub-contractor's security assurance activities such as: a NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Professional (CCP) Security and Information Risk Advisor (SIRA).

9. Warranty and Indemnity

- 9.1. The Contractor warrants to the Department that the obligations of the Contractor under this Contract will be performed by appropriately qualified and trained personnel with reasonable skill, care and diligence and to such high standards of quality as it is reasonable for the Department to expect in all the circumstances. The Department will be relying upon the Contractor's skill, expertise and experience in the performance of the Project and also upon the accuracy of all representations or statements made and the advice given by the Contractor in connection with the performance of the Project and the accuracy of any documents conceived, originated, made or developed by the Contractor as part of this Contract. The Contractor warrants that any goods supplied by the Contractor forming part of the Services will be of satisfactory quality and fit for their purpose and will be free from defects in design, material and workmanship.
- 9.2. Without prejudice to any other remedy, if any part of the Project is not performed in accordance with this Contract, then the Department shall be entitled, where appropriate to:
- 9.2.1. require the Contractor promptly to re-perform or replace the relevant part of the Project without additional charge to the Department; or
 - 9.2.2. assess the cost of remedying the failure ("the assessed cost") and to deduct from any sums due to the Contractor the Assessed Cost for the period that such failure continues.
- 9.3. Neither Party excludes or limits its liability for:
- 9.3.1. death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors or
 - 9.3.2. bribery, fraud or fraudulent misrepresentation by it or its employees or
 - 9.3.3. any liability to the extent it cannot be excluded or limited by Law.

- 9.4. Without prejudice to any other exclusion or limitation of liability in this Contract, the liability of the Contractor for any claim or claims under this Contract shall be limited to 125% of the total Project Expenditure.
- 9.5. Subject to Clauses 9.3 and 9.6, neither Party will be liable to the other in any situation for any:
 - 9.5.1. loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect); and/or
 - 9.5.2. any indirect, special or consequential loss or damage.
- 9.6. Subject to Clause 9.4, the Supplier shall be liable for the following types of direct loss, damage, cost or expense (without in any way, limiting other categories of loss, damage, cost or expense which may be recoverable by the Department), all of which are recoverable by the Department:
 - 9.6.1. the additional operational and/or administrative costs and expenses arising from any material Default
 - 9.6.2. any wasted expenditure or charges
 - 9.6.3. any compensation or interest paid to a third party by the Department
 - 9.6.4. the additional cost of procuring, implementing and operating any alternative or replacement services to the Services, and
 - 9.6.5. any regulatory losses, fines, expenses or other losses arising from a breach by the Supplier of any Laws.
- 9.7. Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising under this Contract.
- 9.8. 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.
- 9.9. The Contractor shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Contract. The Contractor shall upon request produce to the Department, its policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

10. Termination

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

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

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

11. Status of Contractor

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

12. Freedom of information

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

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

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

13. CONFIDENTIALITY

- 13.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:
 - 13.1.1 treat the other party's Confidential Information as confidential and safeguard it; accordingly, and
 - 13.3.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.
- 13.2 Clause 13 shall not apply to the extent that:
 - 13.2.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to clause 12 (Freedom of Information).

- 13.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner.
- 13.2.3 such information was obtained from a third party without obligation of confidentiality.
- 13.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
- 13.2.5 it is independently developed without access to the other party's Confidential Information.
- 13.3 The Contractor may only disclose the Department's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Services and who need to know the information and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 13.4 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Department's Confidential Information received otherwise than for the purposes of this Contract.
- 13.5 At the written request of the Department, the Contractor shall procure that those members of the Contractor Personnel identified in the Department's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Contract.
- 13.6 Nothing in this Contract shall prevent the Department from disclosing the Contractor's Confidential Information:
 - 13.6.1 to any Crown Body or any other Contracting Department. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Department.
 - 13.6.2 to any consultant, contractor or other person engaged by the Department or any person conducting an Office of Government Commerce gateway review.
 - 13.6.3 for the purpose of the examination and certification of the Department's accounts; or
 - 13.6.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Department has used its resources.
- 13.7 The Department shall use all reasonable endeavours to ensure that any government department, Contracting Department, employee, third party or Sub-

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

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

14. Access and Information

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

15. Transfer of Responsibility on Expiry or Termination

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

that may adversely affect the ability of the Department to ensure an orderly transfer of responsibility.

16. Tax indemnity

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

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

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

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

16.5 The Department may terminate this contract if-

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

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

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

connection with this Contract.

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

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

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

17. Amendment and variation

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

18. Assignment and Sub-contracting

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

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

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

20. Waiver

20.1 No delay by or omission by either Party in exercising any right, power, privilege or remedy under this Contract shall operate to impair such right, power, privilege or

remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy.

21. Notices

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

22. Dispute resolution

- 22.1 The Parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute that arises during the continuance of this Contract.
- 22.2 Any dispute not capable of resolution by the parties in accordance with the terms of Clause 21 shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.
- 22.3 No party may commence any court proceedings/arbitration in relation to any dispute arising out of this Contract until they have attempted to settle it by mediation, but any such mediation may be terminated by either party at any time of such party wishing to commence court proceedings/arbitration.

23. Law and Jurisdiction

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

24. Discrimination

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

25. Safeguarding children who participate in research

25.1 The Contractor will put in place safeguards to protect children from a risk of significant harm which could arise from them taking part in the Project. The

Contractor will agree these safeguards with the Department before commencing work on the Project.

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

26. Project outputs

- 26.1 Unless otherwise agreed between the Contractor and the Project Manager, all outputs from the Project shall be published by the Department on the Department's research website.
- 26.2 The Contractor shall ensure that all outputs for publication by the Department adhere to the Department's Style Guide and MS Word Template, available to download from:
<https://www.gov.uk/government/publications/research-reports-guide-and-template>.
- 26.3 Unless otherwise agreed between the Contractor and Project Manager, the Contractor shall supply the Project Manager with a draft for comment at least eight weeks before the intended publication date, for interim reports, and eight weeks before the contracted end date, for final reports.
- 26.4 The Contractor shall consider revisions to the drafts with the Project Manager in the light of the Department's comments. The Contractor shall provide final, signed off interim reports and other outputs planned within the lifetime of the Project to the Department by no later than four weeks before the intended publication date, and final, signed off reports and other outputs at the end of the Project to the Department by no later than the contracted end date for the Project.
- 26.5 Until the date of publication, findings from all Project outputs shall be treated as confidential, as set out in the Clause 13 above. The Contractor shall not release findings to the press or disseminate them in any way or at any time prior to publication without approval of the Department.
- 26.6 Where the Contractor wishes to issue a Press Notice or other publicity material containing findings from the Project, notification of plans, including timing and drafts of planned releases shall be submitted by the Contractor to the Project Manager at least three weeks before the intended date of release and before any agreement is made with press or other external audiences, to allow the Department time to comment. All Press Notices released by the Department, or

the Contractor shall state the full title of the research report, and include a hyperlink to the Department's research web pages, and any other web pages as relevant, to access the publication/s. This clause applies at all times prior to publication of the final report.

- 26.7 Where the Contractor wishes to present findings from the Project in the public domain, for example at conferences, seminars, or in journal articles, the Contractor shall notify the Project Manager before any agreement is made with external audiences, to allow the Department time to consider the request. The Contractor shall only present findings that will already be in the public domain at the time of presentation, unless otherwise agreed with the Department. This clause applies at all times prior to publication of the final report.

End of Schedule Three

SCHEDULE FOUR**Schedule 4 Processing, Personal Data and Data Subjects**

1. The contact details of the Controller's Data Protection Officer are [REDACTED] **Department for Education.** [REDACTED]
2. The contact details of the Processor's Data Protection Officer are [REDACTED] **Ecorys,** [REDACTED]
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.

Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller, and the Contractor is the Processor in accordance with Clause 7.1.
Subject matter of the processing	<p>The purpose of the processing of this data is needed in order to ensure that the Processor can effectively deliver the contract to provide an assessment of the needs, experiences and outcomes of children who have left care permanently.</p> <p>The research will take place in three stages:</p> <ul style="list-style-type: none"> • Stage 1 (October 2021 to March 2022) will be a feasibility study. During this phase we will explore a number of options for undertaking the mainstage of the research. During this time, we will consult with a wide array of stakeholders to discuss what is theoretically feasible and affordable. • Stage 2 (April 2022- March 2023) will be the design, scoping and piloting phase. Should we proceed past stage 1 of the feasibility study this stage will test out the chosen method in further detail to fully conclude on its viability. This stage will include piloting work (designing and testing research materials) to reduce time between design scoping, piloting, and commencing mainstage fieldwork. • Stage 3 (April 2023- September 2028) will be the main fieldwork stage in which research will be undertaken examining the needs, experiences and long-term outcomes of children, young people and their families.
Duration of the processing	The duration of the processing will be for the length of the contract, October 2021 to 30 th September 2028.

	At this stage, this Schedule Four is restricted to the Stage 1 evaluation activities. The data will be refreshed annually, and in accordance with variations to contract and updates to Schedule Four.
Nature and purposes of the processing	<p>The nature of the processing includes the collection, recording, organisation, structuring and storage of the data outlined below. The purpose of the processing of this data is to allow an assessment of the viability of constructing a sampling frame for this population of vulnerable children, to estimate the likely response and attrition rates based on the details gathered from adoption and SGO agencies, as well as an initial review of ethics of the proposed options and implications for study design and implementation.</p> <p>The Contractor will share anonymised data as appropriate and only in the event of the correct permissions with the:</p> <ul style="list-style-type: none"> • Authorised sub-contractors specified within the contract, and with whom the Contractor has a sub-contract in place (this may also be de-anonymised where necessary, and with the correct permissions). • Authorised teams within the Department for Education; and, • Where appropriate and with the necessary permissions to access and publish, authorised persons or institutions, agreed with the Department, with a legitimate research use for the data in accordance with data protection law, for example the UK Data Archive.
Type of Personal Data being processed	<p>To enable the interviews and consultations outlined above as part of Stage 1 to be arranged, the Contractor shall need access to the following information for all stakeholders:</p> <ul style="list-style-type: none"> • Names, Email addresses, Telephone numbers, Job title and Name of organisation/ employer will be collected for the purposes of contacting research participants. • Information collected through interviews with a range of stakeholders to ascertain the theoretical feasibility, and understand the practicalities, of undertaking a longitudinal study of children who leave care permanently. <p>The Stage 1 consultations and qualitative interviews are not designed to ask questions about personal data. However, this is a chance that that they may reveal personal data during discussions. To mitigate this, all findings in the stage 1 feasibility report will be anonymous and aggregated. The report will not include any personal data and it will not be possible to identify any individual.</p>

Categories of Data Subject	<p>In Stage 1 the categories of data subjects include:</p> <ul style="list-style-type: none"> • National stakeholders, including for example: <ul style="list-style-type: none"> ➤ Policy makers within the DfE looked after children and adoption teams. ➤ Representatives from Other Government Departments. ➤ Chief Executive Officer of Consortium of Voluntary Adoption Agencies. ➤ Chair of Consortium of Adoption Support Agencies. ➤ Chair of the Adoption and Special Guardian Leadership Board; and ➤ Representatives from the Adoption and Special Guardian Leadership Board and the Local Government Association. ➤ Chief Executive of Adoption UK and Kinship. • Regional and local representatives from the adoption and kinship sector, for example, Regional Adoption Agencies, Local Authorities, Voluntary Adoption Agencies, and sector led groups. • Members of the public who are adoptive parents and Special Guardians, and young people over the age of 16. • Academics and researchers with experience in this field.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	At the end of this period, the Contractor shall destroy their copy of the data in accordance with standards and procedures laid out in ISO 27001.

End of Schedule Four

ANNEX 1: COPY OF: BUSINESS CONTINUITY, DISASTER AND INCIDENT RECOVERY POLICY: ECORYS UK LTD

Last updated	August 2021
by	

Definitions

Business Continuity	Means the ability for the business, either per department or as a whole, to continue operating in the event of an incident or disaster.
Disaster Recovery (DR)	Means the ability to restore data and working conditions following an incident or disaster.
Disaster	Means a sudden incident or natural catastrophe that causes significant damage to a number of areas.
Ecorys	Means Ecorys UK Ltd, registered company number: 01650169, registered office: Albert House Quay Place, 92-93 Edward Street, Birmingham, B1 2RA.
EIS	Means Ecorys Information System- a bespoke system hosted in the cloud that provides finance and business operations
IHCM	Means the Human Resources system used by Ecorys for management of HR related information.
Incident	Means an event or occurrence that may have an impact on people, offices, or processes.
Incident Management Team (IMT)	Means the team of people named in Ecorys' Incident Management Framework, contained in the Ecorys UK Security and Incident Management Framework.
Policy	Means this Business Continuity, Disaster and Incident Recovery policy
Responsible Person (People)	Means HR, Office Manager, IT department, Compliance, Project Director.

1. Introduction

In the event of an incident, which interferes with Ecorys' ability to conduct business either from its offices or due to staff becoming unavailable, this policy sets out the information on how Ecorys will implement business continuity including minimum resources required to operate, recovery of data and recovery of IT systems, in the event of a facilities (office building) disruption, an incident or a disaster. This could include short or long-term incidents, disasters, or other disruptions, such as fires, floods, threatened or actual terrorism, extended power interruptions, hazardous chemical spills, pandemics and other natural or man-made disasters. Ecorys' IMT will work with the IT department to define when this policy will be implemented and apply to an incident.

This policy is not intended to cover the operations of Ecorys' separately structured IMT- that is covered by the Security and Incident Management Framework. This policy may cover a full outage of the UK business or a partial outage. The IT department will work with the IMT to decide the best actions to take in the event of an incident.

2. Purpose of the Business Continuity, Disaster, and Incident Recovery Plan

- To minimize and mitigate interruptions to the normal operations.
- To limit or mitigate the extent of disruption and damage.
- To minimize or mitigate the economic impact of the interruption.
- To provide for smooth and rapid restoration of service.

3. Data and IT Recovery

Business as Usual Data Backup Procedure

On-site backup copies of client data changes are taken at 7AM, 12PM, and 3PM. This occurs 365 days a year.

A full offsite backup begins at 7PM Daily

The offsite backups of client data are stored in a FIPS140-2 Certified encrypted format at a data centre in Warwickshire.

Our backup partner has no access to unencrypted data.

App Specific Backup Procedure

EIS- QuickThink Cloud (QTC)

EIS is hosted in QuickThink Cloud (QTC).

In a DR situation, Ecorys could lose a maximum of 24 hours of data, depending on the time the disaster or incident was in effect, backups are taken every evening. It could then take 24 hours to be back online.

To ensure as smooth a process for backup as possible, QTC has two sites in the EU- one in Berlin that is the primary/active one and one in Frankfurt that is the secondary environment where we can restore our data in case of a disaster or incident.

In the event of a disaster or incident, QTC will restore the EIS system into the secondary datacentre in Frankfurt. The restored data will come from off-site backups taken the previous evening.

IHCM- HR system

IHCM is hosted in the cloud

In a DR situation, Ecorys could lose a maximum of 24 hours of data, depending on the time the disaster or incident was in effect, backups are taken every evening. It could then take 24 hours to be back online.

Microsoft Office 365

Hosted in the UK back up provided by O365. Accessible from any machine using Ecorys Multi Factor authentication. Office 365 is a highly available cloud-based solution managed by Microsoft. Our data is stored in the Ecorys O365 tenant and if an item is deleted, it can be recovered subject to a maximum 93-day retention period.

Planned Actions for Incident or Disaster Recovery

Plan Initiation:

- a. Incident/ disaster is discovered and/or notified by IMT.
- b. Notify senior management.
- c. Contact and activate Incident/ BCDR team.
- d. Determine degree of incident/ disaster.
- e. Implement proper application recovery plan dependent on extent of disaster.
- f. Monitor progress.
- g. Contact backup site and establish schedules.
- h. Contact all other necessary personnel—both user and data processing
- i. If required contact vendors—both hardware and software.
- j. In the event of a customer affecting incident- contact relevant customers.
- k. Communications continuation.

4. Recovery Procedure (IT systems and staff)

Birmingham Office is affected in full or in part:

All current staff can work from home if there is little or no access to the office. See section 7 for departmental considerations.

Depending on the extent of recovery and the desired timescale there are two recovery procedures:

1. In the event of some onsite data loss, it can be recovered from the offsite data centres by streaming it back over the internet and then unencrypting. This method would be used for critical or urgently required data.
2. In the event of total site outage, the offsite data centre staff are able to transfer data onto a server and physically deliver it to Ecorys in order to speed up the recovery process.

What will still work:

- Most websites
- All company mobile phones (hosted with Vodafone)
- Teams (Hosted in Office 365 (O365))
- EIS (Hosted by QTC)
- SharePoint/Teams (hosted in O365)
- Email (hosted on O365)

What Won't work:

- Access to any of the server drives, these are hosted on premise (e.g., F drive)
- RAMIS – hosted on premise (minimum use)
- Any client sites or portals hosted in Birmingham (Comms and Digital run sites).

Immediate Steps

Day 1

- Contact Backup provider and get Asigra software to install at the “new data centre”.
- Ensure staff safety and evacuate buildings where required.

Day 2 (and after to be decided dependent on severity of incident):

- Request staff work from home or another office; and/ or
- Buy/rent servers in another data centre; and/ or
- Obtain office space in another location and
- Begin restoration of other servers/service to new hardware.

Leeds Office is affected in full or in part:

All current staff can work from home if there is little or no access to the office. See section 7 for departmental considerations.

London Office is affected in full or in part:

All current staff can work from home if there is no or little access to the office. See section 7 for departmental considerations.

Unsuccessful Recovery

We have multiple recovery options available to ensure that if one is unsuccessful, then another will be available.

Restoring files that have been accidentally deleted or inadvertently overwritten is routine so we have no reason to believe that full recovery would be unsuccessful from the primary offsite server; however, if it were, our data centre partner would attempt to restore from the alternate location.

5. Post Successful Data Recovery Process

- a. Conclusion of incident/ disaster agreed with IMT.
- b. Notify senior management.
- c. Notify users of return of service.
- d. Review of actions taken and update plan if required.

6. Staff Unavailability Due to Accident, Illness, or Incident

In the event of staff accident, illness or an incident that rendered staff inaccessible, the Security and Incident Management Framework is enacted. All functions have multiple people capable of performing them.

7. Business Unit Impact Assessments (brief version full versions logged with Compliance)

Policy and Research

- Staff are based across 3 office in the UK and 9 members of Staff in Brussels. HR will liaise will Brussels HR to contact these people.
- Contact with staff would be facilitated by company mobile phone to the most senior member of staff on site in the offices. Where available, via email to the wider team to advise.
- Staff relocated where possible to mitigate issues and to log in from home.
- Within 24 hours staff would need access to email, and F drive to continue work and gain access to client and subcontractor details. Non-urgent access would be required to archive folders.
- All staff can remotely access systems via laptop and VPN or any other device through web access.

Comms and Digital

- Staff are based in Birmingham, London and Brussels.
- Contact with staff would be facilitated by company mobile phone to the most senior member of staff on site in the offices. Where available, via email to the wider team to advise.
- Staff relocated where possible to mitigate issues and to log in from home.
- Within 24 hours staff would need access to email. Nearly all used systems are externally hosted, minimising impact, one system WEB02 and one development tool Jenkins internally hosted.
- All staff can remotely access systems via laptop.

IDU

- Staff are based in London.
- Contact with staff would be facilitated by company mobile phone to the most senior member of staff on site in the offices. Where available, via email to the wider team to advise.
- Staff required to work from home.
- Within 24 hours staff would need access to email, and F drive to continue work and gain access to client and subcontractor details. Non-urgent access would be required to archive folders.
- All staff can remotely access systems via laptop using a VPN.

MSU

- Staff are based in Birmingham and London.
- Contact with staff would be facilitated by company mobile phone to the most senior member of staff on site in the offices. Where available, via email to the wider team to advise.

- Staff required to work from home.
- HR staff will require access to email, EIS and payroll systems within one week if there is an IT outage. Office managers will require access to email, and MS Teams for communicating with senior managers. IT staff will need access to the Comms Room in less than 24hours. Finance staff will require access to EIS, email and MS Teams within one day in relation to an IT outage. Building issues – all staff can work remotely in the interim although IT may need access to the Comms Room in Birmingham.

8. Business Continuity, Disaster, and Incident Recovery Plan Review

This plan shall be reviewed at least annually and as frequently as otherwise required to accommodate required changes.

9. Associated Documents and Policies

Security and Incident Management Framework

2021 Business Impact Assessments

Information and Data Security Policy

Acceptable Use Policy

Clear Desk Policy

END OF POLICY

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

Signature

Name in CAPITALS

Position and Address

Date

Authorised to sign for and on
behalf of the Contractor

Signature

Name in CAPITALS

Position and Address

Date