

CONTRACT FOR DIGITAL LANGUAGES MENTORING PROJECT

THIS CONTRACT IS DATED 13 NOVEMBER 2018

Parties

- 1) The Secretary of State for Education whose Head Office is at Sanctuary Buildings, Great Smith Street, London, SW1P 3BT acting as part of the Crown (“the Department”); and
- 2) Cardiff University of 7th Floor McKenzie House, 30 - 36 Newport Road, Cardiff CF24 0DE (“the Contractor”).

Recitals

The Department's reference number for this Contract is RD1001830.

The Contractor has agreed to deliver a Digital Languages Mentoring Project on the terms and conditions set out in this Contract.

It is agreed that this contract, together with the attached schedules and annexes, collectively form the "**Contract**"; and if there is a conflict between the provisions of the clauses of the Contract and the provisions of the schedules, the following order of precedence shall apply:

- (a) schedule 1 (Terms and Conditions);
- (b) schedule 2 (Service Requirement);
- (c) schedules 3 to 6; and
- (d) schedule 7 (Contractor's Solution).

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Schedule 1 – Terms and Conditions

1 Interpretation

1.1 In this Contract the following words shall mean:-

"the Services"	the services to be performed by the Contractor as described in Schedule 2;
"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;
"Central Government Body"	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
"Contract Manager"	Catherine Gregory Address: Sanctuary Buildings, Great Smith Street, London, SW1P 3BT Email: catherine.gregory@education.gov.uk Tel: 07919 565992
"Contractor Personnel"	all employees, agents, Contractors and contractors of the Contractor and/or of any Sub-contractor;
"Contractors Contract Manager"	Name: Lucy Jenkins Address: School of Modern Languages, Cardiff University, 66a Park Place, Cardiff CF10 3AS Email: JenkinsL27@cardiff.ac.uk Tel: 0292 087 6630
"Confidential Information"	the Department's Confidential Information and/or the Contractor's Confidential Information;
"Contracting Department"	any contracting Department 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;
"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", "Processor", "Data Subject", "Personal Data", "Personal Data Breach", "Data Protection Officer"	take the meaning given in the GDPR
"Crown"	means Queen Elizabeth II and any successor

"Crown Body"	any department, office or agency of the Crown;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.
"DPA 2018"	Data Protection Act 2018
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
"Data Subject 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's 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 Intellectual Property Rights"	means all Intellectual Property Rights comprised in or necessary for or arising from the performance of the Services
"Environmental Information Regulations"	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679)
"Her Majesty's Government"	means the duly elected Government for the time being during the reign of Her Majesty and/or any department, committee, office, servant or officer of such Government
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Intellectual Property Rights"	means any copyright, rights in designs, database rights, domain names, trade marks, service marks, patents or any applications for any of the foregoing, know-how or similar rights or obligations (whether registerable or not) including Moral Rights as defined in Chapter IV of the Copyright, Designs and Patents Act 1988
"Joint Controllers"	Where two or more Controllers jointly determine the purposes and means of processing

“Key Personnel”	means any of the Personnel identified as such in schedule 6.
“Law”	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Processor is bound to comply;
“LED”	Law Enforcement Directive (Directive (EU) 2016/680)
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;
“Processor Personnel”	employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Contract.
“Property”	means the property, other than real property, issued or made available to the Contractor by the Client in connection with the Contract.
“Protective Measures”	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those set out in the Contract.
“Regulatory Bodies”	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Department and " Regulatory Body " shall be construed accordingly.
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"SME"	means a micro, small or medium-sized enterprise defined in accordance with the European Commission Recommendation 2003/361/EC and any subsequent revisions.
"Sub-contractor"	the third party with whom the Contractor enters into a Sub-contract or its servants or agents and any third party with whom that third party enters into a Sub-contract or its servants or agents;
“Sub-processor”	any third Party appointed to process Personal Data on behalf of the Contractor related to this Contract
"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 and the neuter. References to a person include any individual, firm, unincorporated association or body corporate.

2 Commencement and Continuation

2.1 The Contractor shall commence the Services on 29 October 2018 and, subject to Clause 10.1 shall complete the Services on or before 30 June 2019.

2.2 This Contract shall be deemed to have been effective from 29 October 2018.

3 Contractor's Obligations

3.1 The Contractor shall promptly and efficiently complete the Services in accordance with the provisions set out in this contract.

3.2 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.

4 Departments Obligations

4.1 The Department will comply with the payment provisions of Schedule 3 provided that the Department has received full and accurate information and documentation as required by Schedule 3 to be submitted by the Contractor for work completed to the satisfaction of the Department.

5 Changes to the Department's Requirements

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

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

6 Management

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

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

7 Contractor's Employees and Sub-Contractors

7.1 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 7.1. 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:

7.1.1 10 days, where the Sub-contractor is an SME; or

7.1.2 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.

7.2 The Department shall be entitled to withhold payment due under clause 7.1 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 7.1. For the avoidance of doubt the Department shall not be liable to pay any interest or penalty in withholding such payment. .

7.3 The Contractor shall take all reasonable steps to satisfy itself that its employees or sub-contractors (or their employees) are suitable in all respects to perform the Services.

- 7.4 The Contractor shall give to the Department if so requested a list of all persons who are or may be at any time directly concerned with the performance of this Contract specifying the capacity in which they are concerned with the provision of the Services and giving such other particulars as the Department may reasonably require.
- 7.5 If the Department notifies the Contractor that it considers that an employee or sub-contractor is not appropriately qualified or trained to provide the Services or otherwise is not providing the Services 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 providing the Services and shall provide a suitable replacement (at no cost to the Department).
- 7.6 The Contractor shall take all reasonable steps to avoid changes of employees or sub-contractors assigned to and accepted to provide the Services under the Contract except whenever changes are unavoidable or of a temporary nature. The Contractor shall give at least one month's written notice to the Contract Manager of proposals to change key employees or sub-contractors.
- 7.7 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.
- 7.8 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.
- 7.9 The Contractor shall ensure the security of all the Property whilst in its possession, during the supply of the Services, in accordance with the Department's reasonable security requirements as required from time to time.

8 Intellectual Property Rights

- 8.1 It is acknowledged and agreed between the parties that all existing or future Department's Intellectual Property Rights shall vest in the Crown absolutely.
- 8.2 Any Intellectual Property Rights of the Contractor which are in existence at the date of this Contract and which are comprised in or necessary for or arising from the performance of the Services owned by the Contractor ("**Background Intellectual Property**") shall remain in the ownership of the Contractor but in consideration of the fees payable pursuant to this Contract, the Contractor hereby grants to the Department in respect of such Background Intellectual Property an irrevocable, non-exclusive, royalty-free, perpetual licence with rights to grant sub-licences.
- 8.3 The Contractor agrees that at the request and cost of the Department it will and procure that its officers, employees and agents will at all times do all such reasonable acts and execute all such documents as may be reasonably necessary or desirable to ensure that the Department receives the full benefit of all of its rights under this Contract in respect of the Department's Intellectual Property Rights or to assist in the resolution of any question concerning the Intellectual Property Rights.
- 8.4 The Contractor hereby waives any Moral Rights as defined at Chapter IV of the Copyright, Designs and Patents Act 1988.
- 8.5 The Contractor warrants:
- 8.5.1 that the Department's Intellectual Property Rights comprise the original work of and were created by or on behalf of the Contractor;
 - 8.5.2 that the Department's Intellectual Property Rights have not and will not be copied wholly or in part from any other work or material;
 - 8.5.3 That the use of or exercise by the Department of the Department's Intellectual Property Rights and the Background Intellectual Property will not infringe the rights

of any third party;

8.5.4 that the Contractor has not granted or assigned any rights of any nature in the Department's Intellectual Property Rights to any third party.

8.6 The Contractor shall ensure that any copyright materials produced by or on behalf of the Contractor shall be marked with the following copyright notice " © Crown Copyright 2019.

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 Services 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 Services 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 a 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 Services 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 Services without additional charge to the Department; or

9.2.2 assess the cost of remedying the failure ("the assessed cost") and to deduct from any sums due to the Contractor the Assessed Cost for the period that such failure continues.

9.3 The Contractor shall be liable for and shall indemnify the Department in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to the Department or otherwise arising out of or in the course of or caused by the provision of the Services.

9.4 The Contractor shall be liable for and shall indemnify the Department against any expense, liability, loss, claim or proceedings arising as a result of or in connection with any breach of the terms of this Contract or otherwise through the default of the Contractor

9.5 All property of the Contractor whilst on the Department's premises shall be there at the risk of the Contractor and the Department shall accept no liability for any loss or damage howsoever occurring to it.

9.6 The Contractor shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Contract. The Contractor shall upon request produce to the Department, its policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

10 Termination

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

10.2 In the event of any breach of this Contract by either party, the other party may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the party not in breach may terminate this Contract with immediate effect by notice in writing.

- 10.3 In the event of a material breach of this Contract by either party, the other party may terminate this Contract with immediate effect by notice in writing.
- 10.4 This Contract may be terminated by the Department with immediate effect by notice in writing if at any time:-
- 10.4.1 the Contractor passes a resolution that it be wound-up or that an application be made for an administration order or the Contractor applies to enter into a voluntary arrangement with its creditors; or
 - 10.4.2 a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Contractor's property, assets or any part thereof; or
 - 10.4.3 the court orders that the Contractor be wound-up or a receiver of all or any part of the Contractor's assets be appointed; or
 - 10.4.4 the Contractor is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986.
 - 10.4.5 there is a change in the legal or beneficial ownership of 50% or more of the Contractor's share capital issued at the date of this Contract or there is a change in the control of the Contractor, unless the Contractor has previously notified the Department in writing. For the purpose of this Sub-Clause 10.4.5 "control" means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person by means of the holding of shares or the possession of voting power.
 - 10.4.6 the Contractor is convicted (or being a company, any officers or representatives of the Contractor are convicted) of a criminal offence related to the business or professional conduct
 - 10.4.7 the Contractor commits (or being a company, any officers or representatives of the Contractor commit) an act of grave misconduct in the course of the business;
 - 10.4.8 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil its 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 its 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 Confidentiality

- 12.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:
- 12.1.1 treat the other party's Confidential Information as confidential and safeguard it accordingly; and
 - 12.1.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

- 12.2 Clause 12 shall not apply to the extent that:
- 12.2.1 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 13 (Freedom of Information);
 - 12.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 12.2.3 such information was obtained from a third party without obligation of confidentiality;
 - 12.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
 - 12.2.5 it is independently developed without access to the other party's Confidential Information.
- 12.3 The Contractor may only disclose the Department's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Project 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.
- 12.4 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.
- 12.5 The Contractor shall ensure that their employees, servants or such professional advisors or consultants are aware of the Contractor's obligations under this Contract.
- 12.6 Nothing in this Contract shall prevent the Department from disclosing the Contractor's Confidential Information:
- 12.6.1 on a confidential basis to any Central Government Body for any proper purpose of the Department or of the relevant Central Government Body;
 - 12.6.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - 12.6.3 to the extent that the Department (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
 - 12.6.4 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 12.6.1 (including any benchmarking organisation) for any purpose relating to or connected with this Contract;
 - 12.6.5 on a confidential basis for the purpose of the exercise of its rights under this Contract, including audit rights, step-in rights and exit management rights; or
 - 12.6.6 on a confidential basis to a proposed successor body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract.
- 12.7 The Department shall use all reasonable endeavours to ensure that any Central Government Body, Contracting Department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 12 is made aware of the Department's obligations of confidentiality.
- 12.8 Nothing in this clause 12 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 Intellectual Property Rights.
- 12.9 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.

- 12.10 Subject to Clause 12.9, the Contractor hereby gives its 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.
- 12.11 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.
- 12.12 The Contractor shall assist and cooperate with the Department to enable the Department to publish this Contract.

13 Freedom of Information

- 13.1 It is acknowledged that both the Department and the Contractor are subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate to enable both parties to comply with their information disclosure obligations. The following clauses (13.2 to 13.6) are therefore reciprocal for the purpose of this contract.
- 13.2 The Contractor shall and shall procure that its Sub-contractors shall:
 - 13.2.1 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;
 - 13.2.2 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
 - 13.2.3 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.
- 13.3 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.
- 13.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Department.
- 13.5 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:
 - 13.5.1 in certain circumstances without consulting the Contractor; or
 - 13.5.2 following consultation with the Contractor and having taken their views into account;provided always that where 13.5.1 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.
- 13.6 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.

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 which 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. Where the Department has deemed the Contractor to be an Off-Payroll Contractor as defined by Her Majesty's Revenue and Customs the Department reserves the right to calculate Income Tax and pay it to HMRC. The amounts will be deducted from the Contractor's fee for the work provided.
- 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. Where the Department has deemed the Contractor to be an Off-Payroll Contractor as defined by Her Majesty's Revenue and Customs the Department reserves the right to calculate primary (employee) National Insurance contributions (NICs) and pay them to HMRC. The amounts will be deducted from the Contractor's fee for the work provided.
- 16.3 The Department may, at any time during the term of this contract, ask the Contractor to provide information which demonstrates how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it.
- 16.4 A request under Clause 16.3 above may specify the information which the Contractor must provide and the period within which that information must be provided.
- 16.5 The Department may terminate this contract if-
- (a) in the case of a request mentioned in Clause 16.3 above if the Contractor:
 - (i) fails to provide information in response to the request within a reasonable time, or
 - (ii) provides information which is inadequate to demonstrate either how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it;
 - (b) in the case of a request mentioned in Clause 16.4 above, the Contractor fails to provide the specified information within the specified period, or
 - (c) it receives information which demonstrates that, at any time when Clauses 16.1 and 16.2 apply, the Contractor is not complying with those Clauses.
- 16.6 The Department may supply any information which it receives under Clause 16.3 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.
- 16.7 The Contractor warrants and represents to the Department that it is an independent

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

- 16.8 The Contractor will account to the appropriate authorities for any income tax, national insurance, VAT and all other taxes, liabilities, charges and duties relating to any payments made to the Contractor under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.
- 16.9 The Contractor shall indemnify Department against any liability, assessment or claim made by the HM Revenue and Customs or any other relevant authority arising out of the performance by the parties of their obligations under this Contract (other than in respect of employer's secondary national insurance contributions) and any costs, expenses, penalty fine or interest incurred or payable by Department in connection with any such assessment or claim.
- 16.10 The Contractor authorises the Department to provide the HM Revenue and Customs and all other departments or agencies of the Government with any information which they may request as to fees and/or expenses paid or due to be paid under this Contract whether or not Department is obliged as a matter of law to comply with such request.

17 Data Protection

- 17.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Department 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
- 17.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 17.3 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.
- 17.4 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.

17.5 Subject to clause 17.6, the Processor shall notify the Controller immediately if it:

- (a) receives a Data Subject Request (or purported Data Subject 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.

17.6 The Processor's obligation to notify under clause 17.5 shall include the provision of further information to the Controller in phases, as details become available.

17.7 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 17.5 (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 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.
- 17.8 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.
- 17.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 17.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 17.11 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 17 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.
- 17.12 The Processor shall remain fully liable for all acts or omissions of any Sub-processor.
- 17.13 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).
- 17.14 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.

18 Amendment and variation

- 18.1 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 which the Department may have in place from time to time.

19 Assignment and Sub-contracting

19.1 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.

20 The Contract (Rights of Third Parties) Act 1999

20.1 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.

21 Waiver

21.1 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.

22 Notices

22.1 Any notice, demand or communication in connection with the Contract shall be in writing and may be delivered by hand, pre-paid first class post or (where being sent to an address in a different country to where posted) airmail, or e-mail, addressed to the recipient at its registered office or its address (or such other address, or e-mail address as may be notified in writing from time to time).

22.2 The notice, demand or communication shall be deemed to have been duly served:

22.2.1 if delivered by hand, when left at the proper address for service;

22.2.2 if given or made by prepaid first class post 48 hours after being posted or in the case of airmail 14 days after being posted;

22.2.3 if made by e-mail, at the time of transmission, dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message or, in the case of transmission by e-mail where the time of transmission is not between 9.00 am and 5.00 pm, service shall be deemed to occur at 9.00 am on the next following Business Day (such times being local time at the address of the recipient).

23 Dispute resolution

23.1 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.

23.2 Any dispute not capable of resolution by the parties in accordance with the terms of Clause 23 shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

23.3 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.

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.

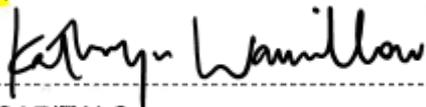
25 Law and Jurisdiction

25.1 This Contract shall be governed by and interpreted in accordance with the law of England and Wales and the parties submit to the jurisdiction of the courts of England and Wales.

As witness the hands of the parties

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

Signature:



Name in CAPITALS:

KATHRYN WARRILLOW

Position in Organisation

Deputy Director, Curriculum Policy Division
(Arts, Humanities and EBacc)

Address in full:

Sanctuary Buildings

20 Great Smith Street

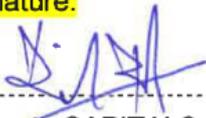
Westminster, London SW1P 3BT

Date:

13 November 2018

Authorised to sign and on behalf of Cardiff
University

Signature:



Name in CAPITALS:

DR DAVID BEMBO

Position in Organisation

Director, Research and Innovation Services

Address in full:

30-36 Newport Road

Cardiff

CF24 0DE

Date:

08.11.2018

Schedule 2 – Service Requirement

BACKGROUND

Languages and the English Baccalaureate

We want more young people to study languages, which puts them at a huge advantage in life. As well as essential knowledge and understanding, languages bring social, cultural, linguistic and economic benefits to individuals and to communities. Taking a language at GCSE can enrich pupils' studies and give them a broad general knowledge that will enable them to participate in and contribute to society. The Russell Group of universities has named modern foreign languages as 'facilitating' subjects at A Level, those which open more doors to more degrees at their universities. We know that employers value languages, and as we move into a post-Brexit economy, those languages are going to become ever more important in ensuring we can compete in the global market.

To get there, it is critical that more pupils are encouraged to take up a language. The proportion of pupils taking languages has risen from 40% in 2010 to 47% in 2017, and we are developing a number of initiatives to encourage greater uptake of languages. We have made languages compulsory at key stage two as well as key stage three, meaning that every pupil has the opportunity to study languages and to get a good grounding in knowledge about the world they live in.

In key stage four, languages are an essential part of the English Baccalaureate (EBacc) school performance measure – the EBacc is a combination of subjects which the government believes should be studied as part of a broad and balanced curriculum. The government's ambition is that 75% of year 10 pupils in state-funded mainstream schools will start to study GCSEs in the EBacc combination of subjects by September 2022, as an important stepping stone to reaching 90% of year 10 pupils studying GCSEs in the EBacc subjects by 2025. At present, languages are the main priority for us to target in order to achieve this ambition.

Interdependent projects

With this focus on languages, we are working on a range of initiatives. In order to provide a pipeline of MFL teachers, we have MFL teacher bursaries and scholarships worth up to £26,000, and programmes of specialist teacher training.

To improve the quality of MFL provision, we have launched our MFL Hubs programme. We are procuring a Centre of Excellence to provide specialist expertise, guidance, training and support to our nominated lead schools, who will work with schools in local hubs. This programme builds on the findings of the Teaching Schools Council's review of MFL pedagogy. It will involve the development of high quality resources, specialist training and support, in order to improve MFL teaching and to enthuse pupils to continue to study languages. We are also developing some communications with schools, pupils and parents to highlight the value of languages.

Inspiring pupils, particularly in areas of disadvantage

The overarching goal of this particular project is to inspire pupils to want to study languages at GCSE level. Studying a language to GCSE is right for most pupils, opening their doors to future opportunities in further study, careers, travel and culture. In the context of our other projects to attract more MFL teachers and to improve MFL provision, this is specifically targeted at boosting demand from pupils to take up study of the subject.

Currently, whether or not pupils take the EBacc combination of GCSEs, including languages, is affected by where they grow up and their socio-economic background, meaning that not all pupils have the same opportunities. The Department for Education wants to ensure that pupils, regardless of their background, prior attainment, or where they go to school, enter the EBacc. We want this mentoring project to inspire more pupils, including those from less affluent background and in areas of disadvantage, to take up a language. Having the opportunity to engage with a university student, will help to give them encouragement and inspiration about the role that languages can play in unlocking future opportunities.

In terms of geographical location, low take-up of languages is particularly prevalent in the North and the Midlands, especially compared to London and the South East. We would like interested bidders to consider delivering the project in an area of high disadvantage and low take-up, which might be in the North or the Midlands.

Digital solutions

This project also involves a digital solution: the idea of using a digital platform to support and enhance the mentoring relationship. Our research suggests that using technology in MFL can enthuse and motivate pupils. We are asking the supplier to develop digital materials to be hosted on an online platform to form part of the mentoring programme to inspire pupils to take up languages. This platform might be an existing website that the provider already uses for another project, or it might be a prototype website to test this project. The materials involved in this project are not about improving languages or study programmes (as outlined above there are other initiatives in train to support these areas); they are solely aimed at encouraging more pupils to take up study of the subject, showing them the opportunities that can be opened up by languages.

We are also asking the bidder to propose a method of online communication to support the project.

MANDATORY REQUIREMENTS

The provider will have the capacity, expertise and proven experience to deliver the following mandatory service requirements:

- Delivery in line with project milestones.
- Relationships and networks to recruit a pool of MFL undergraduate students to participate in the project.
- Provision of training and mentoring support to students participating in the project.
- Relationships and networks to recruit a pool of Year 9 pupils from 10 schools in England to participate in the project (20 pupils per school, total of 200 pupils involved).
- Support to teachers and schools participating in the project.
- Arrangement of security checks for students to go into schools.
- Relationships and networks to develop high quality resources to promote languages which will be appealing to Year 9 pupils.
- Delivery of programmes that have had a positive impact on the take-up of MFL courses.
- Design and production of digital resources to support the project.
- Adaptation of an existing platform or build of a prototype platform to support the project, including communication tool.
- Consideration of security and data protection issues in delivering digital solutions.
- Delivery of projects in schools, including supporting teachers and working with limited technology in some cases.
- Delivery of this trial using project management methodology.
- Independent evaluation involving baseline surveys, mid-point assessments and end-point assessments. Assessment of quantitative and qualitative evidence.
- Production of communications materials.

DETAILED REQUIREMENTS

Purpose

The Department for Education is seeking a provider with expertise and experience to design and deliver a digital languages mentoring project, which will encourage pupils in Year 9 to choose Modern Foreign Languages (MFL) at GCSE level.

Languages are important to our young people in developing skills and knowledge, offering a good grounding in knowledge about the world they live in, and opening more doors to more careers.

In order to encourage more pupils to study language GCSEs, we are looking for interested providers to bid to run this digital languages mentoring project.

The purpose of the project is to take a mentoring approach to engage pupils, inspire them to think globally, and show them the value of languages.

The project is to be targeted at Year 9 pupils in state maintained schools in England, with the mentors being MFL undergraduate students from universities in England. It is about showing pupils 'someone like them' studying MFL, as a role model that they can look up to and emulate. There is an important aspiration element to this project in encouraging pupils to think about languages and also to think about their next steps in education and careers. Languages are one of the facilitating subjects identified by the Russell Group as opening more doors to more degree courses at their universities, and can open up future opportunities. The mentoring relationship is designed to open pupils' eyes to these possibilities and enthuse them.

This will be a digital project (as well as involving face to face visits) – using a digital platform to host interesting and stimulating digital resources to spark pupils' attention related to global culture and the value of languages.

The project will initially be a small trial to explore evidence of impact.

Aims, Objectives and Outcomes

The desired aims, objectives and outcomes are below:

Increase language uptake at GCSE in the pupils involved in the project

The aim for this project is to target 13 and 14 year olds in Year 9 at maintained schools in England who are unsure about whether to study languages at GCSE. These pupils will be of mixed abilities, mixed gender and mixed socio-economic backgrounds. The project's ambition is to inspire them to choose to study languages at GCSE level. It's aimed at pupil demand.

The objective is to measure pupils' proposed subject choices at the start, middle and end points of the project – with the end point coinciding with their final GCSE subject choice deadlines. The aim of the project is to increase the number choosing to take MFL GCSE – and by comparing 'before' and 'after' choices, to assess whether increases were as a direct result of the project. The take-up of the previous year groups in the school will also be used as a comparator.

A similar effective project run by Cardiff University in Wales increased MFL take-up by 30% in 67 schools. We want to set ourselves the target of increasing MFL take-up in those involved in the project by 15-20%.

Run a dedicated programme of engagement

With this project, we want the provider to design and run a dedicated programme of engagement. Rather than one-off events, this is about a sustained programme over a term. The provider will decide on the detailed offer but we envisage that there will be a programme of about 6 weeks.

This programme will build week-by-week and will have resources that support the ambition to increase MFL take-up amongst pupils involved in the project.

Trial the project in 10 schools in England

This procurement is for a trial project which will be run in 10 schools in England in 2019, from late January to the end of February or early March. This will be delivered by the time that Year 9 pupils are making their subject choices for GCSEs. We intend to have small groups of 20 pupils to be partnered with a mentor, meaning a sample of 200 pupils and 20 mentors in total.

Taking an agile iterative approach, we intend to test evidence of impact in these 10 schools first, before exploring the potential to expand the project into more schools.

It will be important to have rigorous independent evaluation as part of this, to inform the Department for Education's plans for potential expansion. Having a firm evidence base for the impact on the pupils involved at these 10 schools will provide us both with quantitative impact and qualitative

feedback to then consider in evaluation and decision-making. Having evidence and feedback from the teachers, mentors and others involved in the project will also inform this decision-making.

Work with a digital team who will be evaluating elements of the project and exploring future expansion

As part of the overall project, the winning bidder will be asked to liaise with a digital team who will be procured separately by DfE. This digital team will not engage in the running of the project, but they will be considering the project in line with the Government Digital Service specifications. They will look at specific elements such as accessibility and assisted digital needs testing, and security and data protection, in order to advise on future expansion of the project.

Explore the potential to engage in an area of disadvantage and low MFL take-up

We would like the bidder to consider levels of MFL take-up and levels of disadvantage (e.g. pupil premium) in the schools they propose to engage in this project. We are especially interested in improving access to the subject amongst disadvantaged pupils and in increasing the level of study in schools which currently have relatively low take up.

Detailed Requirement

The main responsibilities of the winning bidder will be:

- Planning, coordinating and delivering the project with all involved and partners, and updating the Department for Education on a regular basis.
- Working with networks and contacts to recruit undergraduate MFL students who are interested in inspiring pupils, communicating the value of languages, and piloting this digital project.
- Working with networks and contacts to recruit state-maintained secondary schools to be involved in this project.
- Reviewing evidence to identify areas of high disadvantage and low MFL take-up to target in this pilot.
- Working with MFL heads of departments and teachers who will nominate Year 9 pupils who are unsure about taking languages at GCSE, as the key focus group.
- Providing materials, support and induction sessions for involved schools and teachers, to prepare them for the project and support them for the duration of the project.
- Designing weekly digital and face-to-face sessions for mentors and pupils to engage over a specified period. These sessions should foster a global outlook and an interest in wider cultures among pupils, and show them that languages could bring varied exciting opportunities to their lives and their careers. They should open pupils' eyes to the options that languages can bring, and inspire them to choose to study MFL at GCSE level.
- Providing a digital platform to support the sessions, so that resources can be accessed in schools and by mentors. These digital resources should be engaging and interactive, and should stimulate communication between mentors and pupils.
- Providing appropriate security, data protection and safeguarding requirements to ensure the safe interactions of pupils on the digital platform.
- Providing training and mentoring support to the students, to facilitate positive relationships and constructive engagement.
- Providing project management, including management of risks and issues,
- Providing support to schools, including technical advice, to facilitate smooth running of the project.
- Organising all appropriate background security checks for mentors to go into schools.
- Building in key stages for the collection of MI to be used to review the project, including baseline surveys, mid-point reviews and end-point reports, and particularly capturing final GCSE subject choice decisions. Also building in key stages to capture mentors', teachers' and other involved parties' feedback and qualitative evidence. Supporting information that can help with expanding the programme will be desirable e.g. on issues such as timetabling, teacher supervision, and communicating the project to the school more widely to maximise impact.

- Ensuring that the programme is independently evaluated.
- Managing budgets appropriately. Where appropriate, providing remuneration to involved partners who may be subcontracted by the winning bidder.

We want to find a provider who is:

- Passionate about promoting languages.
- Interested in our young people and widening their futures.
- Ambitious about piloting a new scheme initially which could ultimately be rolled out nationally.
- Interested in working in areas of disadvantage and low MFL take-up.
- Active in using technology to deliver projects or programmes.
- Currently delivering projects or programmes.
- Interested in working with undergraduate MFL students.
- Using project management approaches and tools.

Budget

The budget for this project is £100,000 in total. The provider will invoice the Department for Education, who will then pay them for work completed. It is anticipated that payments will take place in financial year 2018-19, with the payment for the final evaluation report to follow in financial year 2019-20 once the evaluation is completed.

The provider will be asked to provide accounts of all spend. Usual spend restrictions will apply

PERFORMANCE MANAGEMENT

The provider will be required to engage with regular contract management meetings with DfE to monitor the progress and performance throughout the project. The frequency and agenda of contract management meetings will be agreed between DfE and the provider but will generally involve reviewing the key deliverables, milestones and KPIs.

Key deliverables for this project include:

- Recruitment of coordinator to deliver the project.
- Recruitment of minimum of 10 students to deliver the project.
- Recruitment of 10 schools to deliver the project, with the project delivered to 20 pupils at each school.
- Completion of digital platform.
- Completion of digital resources.
- Delivery of mentor training.
- Completion of background security checks.
- Delivery of project in 10 schools, in approximately 6 week programme.
- Delivery reports for each week, for each school, completed by the mentor.
- Baseline, mid-point and end-point surveys to measure pupil subject choices at GCSE level.
- Target of at least 20% impact on MFL GCSE subject choices by end-point.
- Baseline, mid-point and end-point surveys to measure qualitative feedback from pupils, mentors, teachers, and others involved in the project.
- Completion of independent report.

Key Performance Indicators (KPI):

KPI	Measure	Metric
MFL GCSE take-up among pupils involved in the project	Aspirational target	40%
	Satisfactory target	20 – 30%

	Minimal target	10%
Qualitative statements received from pupils, mentors and teachers involved in the project, to use in communications campaigns to promote languages more widely.	Satisfactory target	25%

The above KPIs are subject to change following initial discussions with the awarded provider and the DfE will consider the providers views when finalising the performance metrics for this project.

PROJECT MILESTONES¹

The key milestones related to the delivery of the project are outlined in the table below:

Activity	Date(s)
DfE award contract to winning bidder and finalise details.	w/c 29 October 2018 ²
Initial project inception meeting between provider and DfE.	w/c 29 October 2018
November checkpoint meetings to update DfE on plans for recruitment and development of digital platform and resources.	w/c 5 November 2018 w/c 19 November 2018
December checkpoint meetings to update DfE on recruitment and development of digital platform and resources.	w/c 3 December 2018 w/c 17 December 2018
January checkpoint meetings to update DfE on readiness to go live.	w/c 7 January 2019 w/c 21 January 2019
Anticipated start of project.	w/c 28 January 2019
Project live checkpoint meetings to update DfE on progress of weekly sessions.	w/c 4 February 2019 w/c 11 February 2019 w/c 18 February 2019 w/c 25 February 2019 w/c 4 March 2019 w/c 11 March 2019
March checkpoint meetings to update DfE on conclusion of mentoring project & commencement of evaluation work.	w/c 25 March 2019
April checkpoint meetings to update DfE on evaluation work and to discuss potential for expansion.	w/c 8 April 2019 w/c 22 April 2019
May checkpoint meetings. End of project evaluation.	w/c 6 May w/c 20 May

¹ These milestones were proposed in the tender document, but both parties will agree on the milestones and the most appropriate form of delivery as part of contract discussions.

² These starting dates were proposed as w/c 22 October in the tender document, but amended to w/c 29 October to reflect the delay in DfE's awarding of the work to Cardiff University.

Schedule 3 – Payment Schedule

1 Table 1: Pricing Schedule

Ref	Cost Activity	Cost Description	Cost (ex-VAT)	VAT Rate	Comments / Assumptions
1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
2	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
5	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
6	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
8	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
10	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
TOTAL SERVICE COST			£94,182		

- 2 Funds allocated to a particular expenditure heading in the table at paragraph 1 ("the Table") are available for that expenditure heading only. Funds allocated to a particular accounting year are available for that accounting year only. 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 Service 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 account 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 prepared by the Contractor monthly in arrears and shall be detailed against the expenditure headings set out in the Table. The Contractor or its nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Contractor on the Service 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, within 30 days of the end of the relevant month to Department for Education PO Box 407 SSCL Phoenix House, Celtic Springs Bus. Park Newport NP10 8FZ, quoting the Contract reference number. The Department undertakes to pay correctly submitted invoices within 5 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 will 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 Contract 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 Contractors insolvency or default at any time before completion of the Service, 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 Service or on termination of this Contract, the Contractor shall promptly draw-up a final invoice, which shall cover all outstanding expenditure incurred for the Service. The final invoice shall be submitted not later than 30 days after the date of completion of the Service.
- 10 The Department shall not be obliged to pay the final invoice until the Contractor has carried out all the elements of the Service specified as in Schedule 2.
- 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.

Schedule 4 - Processing, Personal Data and Data Subjects

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

1. The contact details of the Controller's Data Protection Officer are:

Louise Baker

Level 1, Sanctuary Buildings, Great Smith Street, London SW1P 3BT

Tel: 020 7783 8656

2. The contact details of the Processor's Data Protection Officer are:

Matt Cooper

Data Protection Officer, Assurance Services, Cardiff University, Friary House, Greyfriars Road, Cardiff, CF10 3AE

3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. 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 17.1.
Subject matter of the processing	The processing is needed to ensure that the Processor can provide a service to schools and their pupils.
Duration of the processing	29 October 2018 to 31 June 2019
Nature and purposes of the processing	<p>We will be collecting, storing and retrieving the names and university email addresses of adult students at the University of Sheffield and Sheffield Hallam University in order to manage their participation as mentors within the project. These students will have the option to join the project and will provide their consent to participate and to undertake a DBS check through their university's processes. (Consent)</p> <p>We will be collecting, storing and retrieving the names, university email addresses and university phone numbers of staff at the University of Sheffield and Sheffield Hallam University in order to manage their participation as subcontractors in the project. (contractual purpose).</p> <p>We will be collecting, storing and retrieving the names, school email address and school phone numbers of teachers at the 10 participating schools who have opted into the project in order to manage their participation in the project (Consent),</p> <p>We will be sharing these details with Alcantara Communications (a named subcontractor) in order for them to undertake the evaluation required by the contract. Consent for this will be sought when the</p>

	<p>individuals join the project and again if they are selected for elements of the evaluation (Consent).</p> <p>We will be creating usernames for school pupils (aged 12-14) participating in the project. The school will hold the key linking the username to the individual school student in case issues need to be checked. The project will not receive the names or any other personal or sensitive information about the pupils.</p> <p>We will be collecting survey information about the school pupils in order to select the relevant pupils to participate in the project. This will include their full name, school and gender. This is in order to select the pupils to participate in the project and ensure that they are representative of the school's population. The schools will seek permission from the pupils' parents for their pupils to join the project and to share information within the consortium. (Consent)</p>
<p>Type of Personal Data</p>	<p>Names; work/university email addresses (of adult participants); work telephone numbers of adult participants; unique pseudonymised username issued by the project to school pupils participating</p>
<p>Categories of Data Subject</p>	<p>Staff at Cardiff University, University of Sheffield, Sheffield Hallam University, Tinopolis Interactive Ltd, and Alcantara Communications.</p> <p>Staff at partner secondary schools.</p> <p>Pupils at these schools.</p>
<p>Plan for return and destruction of the data once the processing is complete unless requirement under union or member state law to preserve that type of data</p>	<p>The personal information of the pupils not selected for the project will be deleted once the selections have been made.</p> <p>The personal information of the pupils selected will be kept for 6 months after the project ends in order to ensure that the evaluation is effective and to ensure that individual pupils can be identified by their schools in the case of any issues child protection issues.</p> <p>During the evaluation process, the data will be aggregated and any personal information removed from reports.</p> <p>The personal information of the university staff and students will be stored until 6 months after the end of the project to allow for evaluation and to complete any contractual requirements that are outstanding.</p> <p>This information will be deleted by the Processor and the sub-contractors.</p>

Schedule 5 – Confidential and Commercially Sensitive Information

- 1.1 Without prejudice to the DFE's general obligation of confidentiality, the Parties acknowledge that the DFE may have to disclose Information in or relating to the Contract following a Request for Information pursuant to clause 13 (Freedom of Information).
- 1.2 In this Schedule the Parties have sought to identify the Contractor's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be contrary to the public interest.
- 1.3 Where possible the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies.
- 1.4 Without prejudice to the DFE's obligation to disclose Information in accordance with the FOIA and the EIR, the DFE will, acting reasonably but in its sole discretion, seek to apply the commercial interests exemption set out in s.43 of the FOIA to the Information listed below.

Commercially Sensitive Information	Date	Duration of Confidentiality
Pricing Schedule		Duration of contract

Schedule 6 – Key Personnel and Sub-Contractors

Key Personnel

The individuals listed in the table below are Key Personnel:

Name	Role	Period of Involvement
Professor Claire Gorrara School of Modern Languages and Academic Lead of MFL mentoring project in Wales	Strategic leadership & quality assurance of the project.	Involvement throughout project
Lucy Jenkins National Coordinator of the MFL mentoring project in Wales	Operational responsibility for the project. This will include overseeing delivery of the project in Sheffield and having operational responsibility for the delivery of the digital platform and management of sub-contractors.	Involvement throughout project
Regional coordinator	Providing tailored support to the partner schools, mentors and universities engaged in the project. Coordinating mentor recruitment with partner universities, school recruitment, training, ongoing support and arrangement of final Reward and Recognition ceremonies.	Involvement throughout project
Chief mentor trainer	Provision of intensive two-day mentor training even, providing mentors with methods required to deliver successful mentoring sessions as well as training on use of digital platform.	From December 2018 to February 2019
Neil Mosely Lead Cardiff University learning technologist	Input into digital provider's build of new prototype platform.	Involvement throughout the project

Key Sub-Contractors

The Contractor may sub-contract its obligations under the Contract to the Sub-Contractors listed in the table below.

Sub-contractor Name and address	Role in delivery of the Services	Sub-contract Value³
The University of Sheffield Firth Court, Western Bank Sheffield, S10 2TN Institutional leads: Paul O'Neill and Edd Poole	Recruiting schools to participate and undergraduate students as mentors	5%
Sheffield Hallam University City Campus, Howard Street, Sheffield, S1 1WB Institutional lead: Simon Nicholls	Recruiting schools to participate and undergraduate students as mentors	5%
Tinopolis Interactive Limited Park Street, Llanelli, Dyfed, SA15 3YE Project coordinator:	Digital provider to design, develop, host and support the online website/platform and content	25%
Alcantara Communications LLP 2 Winchester Road, London, N6 5HW Independent evaluator: Teresa Tinsley	Independent evaluation of service delivery	5%

³ Expressed as a percentage of total projected Charges over Term

Schedule 7 – Contractors Solution

1. Approach and Ambition

Approach to promotion of languages

Cardiff University promotes the uptake of languages as part of its public engagement programme. It has embedded engagement activity within its University mission through its 'Way Forward' strategy, one core pillars of which is civic mission and commitment to university-school partnership. The School of Modern Languages is at the forefront of bringing together pupils, teachers, university lecturers and researchers to support educational attainment in Wales. The School supports the Welsh Government's five-year strategy 'Global Futures' (2015-2020) and its aim to arrest and reverse the decline in the number of pupils studying a modern language at GCSE.

The School of Modern Languages has demonstrated its leadership for languages in Wales in the delivery of two all-Wales languages outreach projects: Routes into Languages Cymru and the MFL Mentoring Project. Routes Cymru has been funded since 2014 by a consortium of five Welsh universities, the four Welsh education consortia, the British Council and the European Commission. The MFL Mentoring project has been funded for 4 years by the Welsh Government. These projects have made a significant contribution to raising the profile of languages in Wales. In the second 'Global Futures' report, Routes Cymru is commended for building capacity in schools via the training of pupil language ambassadors.

Language projects and evidence of impact

This tender builds upon an existing project, MFL Mentoring. This project delivers face-to-face mentoring in secondary schools to support the 'Global Futures' strategic action 1 which aims to increase uptake of languages at GCSE. The project brings together four universities (Aberystwyth, Bangor, Cardiff and Swansea), the four Welsh education consortia and partner secondary schools. It targets pupils in year 8 and 9 who show an aptitude for languages but have indicated in a pre-mentoring survey that they are unlikely or not intending to select a language at GCSE. Following an application process, university students of modern languages undergo an intensive two-day mentor training programme to equip them to mentor school pupils just before they make their GCSE choice. The students are paired with a secondary school close to their university and mentor 4-8 pupils per group during two six-week cycles over the academic year. The ethos of MFL Mentoring is rooted in exploring the pupils' place in a globalising world and introducing them to the professional and interpersonal benefits of learning languages.

A digital iteration of the MFL Mentoring project was developed and delivered in 2017-18. 'Digi-Languages' uses digital interactions to create a blended face-to-face and online experience. This has enabled the project to work with schools that are distant from the four hub universities, often in disadvantaged and geographically rural areas.

At the end of each annual mentoring cycle, all pupils are invited to their mentor's home university to a Reward and Recognition ceremony. By bringing pupils to the university, the project encourages the pupils to see university as available to them, regardless of background.

Independent evaluation of the project has been undertaken over all three cycles of the project to date (see attached). These evaluations have identified significant benefits:

- Over the first two cycles of the MFL Mentoring project (2015-17), more than 50% of pupils mentored went onto choose a language at GCSE. This was more than double the Welsh national average of 20%
- In three of the four Welsh education consortia, take-up of languages more than doubled in the partner schools
- In 2016-17, four schools ran GCSE languages classes for the first time in three years, due to demand following the scheme.

Independent evaluation of Digi-Languages took place in 2017-18, following its pilot cycle (see attached). This showed that:

- All pupils, especially those from isolated or economically disadvantaged areas, benefitted from direct personal contact with university students who had recent experience of living abroad and embodied a range of life experiences
- Digi-Languages and its online platform was as effective as face-to-face mentoring in raising uptake of languages at GCSE
- More than nine out of ten pupils rated their experience in the Digi-Languages project as 'Excellent' (49%) or 'Good' (43%). Over half (58%) said it had changed the way they think about languages in relation to their futures and another third thought that perhaps it had.

Working with areas of disadvantage and pupils from all backgrounds

Over the first three years of the project, MFL Mentoring has engaged with 96 of 200 schools in Wales, with many seeking repeat interventions. The project has worked with schools from a range of community backgrounds and geographical locations. One indicator of the project's work with disadvantaged groups is the index of pupils eligible for free school meals (FSM).

Project evaluation of partner schools reveals that 36% of schools have 20% of pupils eligible for FSM. A further 12% of partner schools has over 30% of pupils eligible for FSM. The project has worked with four schools with over 40% FSM.

Evidence from both teachers and mentors has demonstrated that MFL Mentoring has been beneficial in encouraging pupils to see university as a realistic and achievable proposition. One teacher interviewed by the external evaluator commented: 'Our pupils are from the economically disadvantaged Valleys and as such a lot of them would be the first member of their family to go to university. It was great for them to see that university is a real option for them and that travelling the world is open to all of them'. This impact goes beyond languages and demonstrates the project's broader mission to raise aspiration for pupils from disadvantaged backgrounds.

Examples of the impact MFL Mentoring has had in partner schools with high FSM are below, showing that our proposed approach is very likely to meet the key KPI for GCSE take up:

School	% FSM	Mentees opting for MFL GCSE (2017 only)
Ysgol Uwchradd Caergybi (Holyhead High School)	22.1	5 / 15 (33%)
Tredegar Comprehensive (digi-languages)	25.3	4 / 10 (40%)
Llanwern Comprehensive School	35.4	9 / 10 (90%)
Dylan Thomas Community School	50.5	10 / 23 (43%)
Cefn Hengoed	38.1	15 / 30 (50%)

2. **Service Model**

Delivery, coordination and governance

Project Coordination

The project will be coordinated and led by Cardiff University with the objective of increasing uptake of languages at GCSE in partner schools between 20-40%.

Professor Claire Gorrara, School of Modern Languages, and Academic Lead of the MFL Mentoring project in Wales, will provide strategic leadership and quality assurance. Professor Gorrara will liaise between stakeholders and ensure the project meets its target objective for GCSE languages uptake.

Lucy Jenkins, National Coordinator of the MFL Mentoring project, will oversee delivery of the project in Sheffield. She will have operational responsibility for the project, including the delivery of the digital platform and management of sub-contractors.

The project will engage a regional coordinator to provide tailored support to the partner schools, mentors and universities engaged in the project. The regional coordinator will coordinate mentor recruitment with partner universities, school recruitment, training, ongoing support and arrange the final Reward and Recognition ceremonies.

The project will work with Sheffield University and Sheffield Hallam University as partner universities. Each university has provided academics and professional services leads to act as the core Sheffield delivery team. These colleagues will work jointly with the regional coordinator.

Project Governance

The project will run over one e-mentoring cycle in 2019. The Steering Group will be comprised of the core delivery teams in Cardiff and Sheffield and DfE representative as project commissioner. In addition, the Steering Group will include the Chief mentor trainer, the lead Cardiff learning technologist and a project coordinator from the digital sub-contractor. This group will meet four times and support the project objective on languages uptake, with quarterly reports provided by the Cardiff team.

Data capture and independent evaluation

Data capture will focus on conversion rates for pupils who are mentored. These will be pupils who, in pre-mentoring surveys indicated that they were not intending, or hesitant, to take a language at GCSE. The independent evaluator will track uptake across the year cohort in partner schools for comparability. The independent evaluation will also track attitudinal changes amongst mentors, mentees and teachers via focus groups and interviews. This will allow the project to track pathways to change and allow for nuanced judgements about success, should the project be upscaled.

The evaluation of the project will be conducted by Teresa Tinsley of Alcantara Communications. Tinsley is the independent evaluator of the British Council's *Language Trends* England and Wales reports. She has extensive experience of working with the UK education sector and currently evaluates the MFL Mentoring project in Wales.

Recruiting schools and students and building regional partnership

Regional partnership and choice of geographical area

The project will work with Sheffield University and Sheffield Hallam University. These universities were identified as partners as their region shares similarities with the South Wales Valleys where the MFL Mentoring project is already successful. Both are post-industrial areas that voted to leave in the EU referendum, with Sheffield the only one of the North's five largest cities to produce a Brexit majority. Sheffield has a high degree of social segregation between local communities and has low uptake of languages at GCSE across the city.

The partner universities represent different university models for partnership. They recruit students with differing demographic profiles. Sheffield University tends to recruit advantaged, white British students from Chester, Leeds and the North East. Sheffield Hallam University tends to recruit from local ethnically diverse communities, and from less advantaged backgrounds. Sheffield University

has a well-established Modern Languages programme. Languages at Sheffield Hallam are taught as part of non-specialist degree programmes in the Business School. The contrast between the two universities will provide insight into how universities with differently configured centres of language study can support raising aspiration for language learning in secondary schools.

The project team from Cardiff University has established a strong relationship with institutional leads for the project (Paul O’Neill and Edd Poole, Sheffield University; Simon Nicholls, Sheffield Hallam University). This project will also support existing collaborative initiatives for outreach between the two universities, most notably the HEPP (Higher Education Progression Partnership).

Recruiting schools and students

Both partner universities have strengths in widening participation and outreach and identified partner schools according to the following criteria: low uptake of languages at GCSE, schools in areas of significant economic disadvantage (as measured by FSM) and schools within a reasonable travel distance from the hub university. The project will also aim to evaluate impact across different types of schools (state maintained and academy schools).

Sheffield University nominated schools:

School	Distance in miles from University	%age FSM
Chaucer School Academy	4	33
Clifton Community School	11	28.2
Dinnington High School	16	14.3
Forge Valley School	3	13.9
High Storrs School	4	No record
Meadowhead School Academy Trust	6	15.1
Newfield Secondary School (reserve)	3	26.3
Wales High School (reserve)	12	10.7

Sheffield Hallam nominated schools:

School	Distance in miles from University	%age FSM
Outwood Academy City	6	40.6
Rawmarsh Community School	13	40.3
Birley Community College	5	No record
All Saints’ Catholic High School	1	28.1
Forge Valley School	5	23.8
Clifton Community College, Rotherham (reserve)	10	60.9

Processes, training and support for mentors

The project will recruit 22-24 mentors accounting for likely attrition of two to four mentors following training. Successful applicants will undertake an intensive two-day training event in Sheffield, providing them with the methods required to deliver successful mentoring sessions, as well as training on the use of the digital platform. Experienced student mentors from the existing Welsh project will offer a ‘buddy’ system post-training.

All mentors will be obliged to obtain an enhanced DBS certificate for the project. They will be provided with a profile of their allocated school and sensitized to the social and cultural demographics of Sheffield and the bigger picture for languages in England and the UK. All mentors will liaise with the regional coordinator on a regular basis and be supported by their university lead (O’Neill and Nicholls).

3. Digital Delivery

New prototype platform

A new prototype platform will be built by the digital provider, Tinint, with input from Cardiff University learning technologist Neil Mosely. The new platform will offer playlists with interactive language quizzes and activities accessible via a secure login. Mentees will interact with their mentors in real-time via the platform. The new platform will act on recommendations from the independent evaluation of the pre-existing Digi-Languages platform, hosted on the Welsh Government's educational platform, Hwb. The evaluation drew attention to the need for an integrated chat facility to meet the expectations of mentees who habitually use instant messaging facilities. The prototype platform will therefore be built for instant chat across the platform.

Resources: content, purpose and style

The new prototype website will build upon the ethos and approach to activities of Digi-Languages in Wales. It will take place over a five-week period (one week less than the Wales platform due to the short timeframe for delivery) with three online sessions. These will take learners on a journey to discover 'who do you think you are and where do you come from?'. Each University mentor will work with 10-12 pupils in small groups and lead face-to-face mentoring sessions in weeks 1 and 5, using the prototype platform in class to introduce functionality. Resources for weeks 2 to 4 will be delivered through the new platform. During weeks 2-4, Digi-Mentors will be available online at the same time as their mentees in school. Digi-Mentors will offer online interaction and feedback via an online live chat messaging service. These online sessions will last approximately 20-30 minutes.

Each week's resource will comprise videos, quizzes, interviews, real-life career scenarios, word puzzles and images, themed around a topic linked to identity. Given that that the resources from Digi-Languages in Wales were well received, the project will transfer approximately 70% of the existing Digi-Languages resources to the new platform and create 30% with a specifically Sheffield connection.

Examples are: reflections on foods from around the world and exercises pronouncing culinary terms in multiple languages; languages and coding which ask mentees to crack language ciphers; scenario building with an MoD linguist asking pupils to consider how they would react as the 'communicator' in a difficult conflict situation.

The purpose of the resources is to oblige the learner to consider their relationship to language learning. Each week's resources conclude with an 'Over to You' optional extension activity that can be completed at school or at home. The prototype platform will use high quality, relevant images to aid learning and affective appeal.

Data handling and safeguarding

The platform and programme will be created with current legislation on safeguarding and data protection parameters clearly addressed, including the provisions and requirements on the processing and retention of personal data specified by the 2018 General Data Protection Regulation. Ethical approval will be sought from the School of Modern Languages Ethics Committee at Cardiff University, extending the ethical approval already in place for the MFL Mentoring project in Wales.

4. Project Planning

Approach, methods and tools

Project planning will build upon the best practice model of the pre-existing Digi-Languages model, with weekly meetings of the core project team in Cardiff and two-weekly meetings with the core team in Sheffield via Skype. The digital provider will update progress daily using agile project management methodology and JIRA software. Clear communication between the project teams, the Steering Group members and the DfE will ensure that the project meets its milestones and objectives in a timely fashion. The appointment of a regional coordinator will provide an anchor point between Sheffield and Cardiff.

Risk and mitigation

Risk	Mitigation
Platform not ready on time	The existing Digi-Languages programme could be accessed via the existing Welsh platform dependent on approval from Welsh Government.
Insufficient numbers of students to become mentors	Further university students beyond the target undergraduate modern languages programme could be recruited, for example via university-wide Languages for All programmes.
Insufficient engagement from local secondary schools	The number of pupils mentored in schools engaging could be increased or new partner schools sought via the HEPP Widening Participation programmes of the two universities.

Timeline

Date (w/c)	Activity
29 th Oct	Meetings with partner universities
5 th Nov	Regional Coordinator confirmed, meetings with Digital Provider (ongoing progress and development meetings throughout); recruiting schools
12 th Nov	Regional Coordinator visiting partner universities; start recruitment of mentors
19 th Nov	Finalise independent evaluation processes
26 th Nov	Resource development begins
3 rd Dec	Plan training; finalise handbooks and relevant documentation
10 th Dec	Complete recruitment; regional coordinator to visit each partner school <i>Project Steering Group Meeting</i>
17 th Dec	Christmas break
7 th Jan	Prototype platform trials in local schools to test functionality and user experience
24 th -25 th Jan	Two-day training weekend; DBS checks being undertaken
4 th Feb	Mentors to meet with school co-ordinators; regional coordinator to liaise with partners in situ
11 th Feb	Digital mentoring cycle begins; regional coordinator present 2-3 days a week in Sheffield throughout the five-week cycle <i>Project Steering Group Meeting</i>
18 th Feb	Half Term

25 th Feb – 11 th March	Week 2, 3 and 4 mentoring – online
18 th March	Week 5 – face-to-face mentoring
27 th – 14 th March	Easter Break
25 th and 26 th April	Reward and Recognition Ceremonies
26 th April	<i>Project Steering Group Meeting</i>
May/June	Workshops to collate feedback and consider project extension <i>Project Steering Group Meeting</i> and report from independent evaluator

Projects delivered on time

The MFL Student Mentoring Project in Wales is now in its fourth year of delivery. The project has upscaled year on year engaging with 21 schools in the first year, 47 schools in the second year and 73 schools in the third year. The launch of Digi-languages in the Spring of 2018 was undertaken in a short time period (3 months). Identification and tracking of milestones and objectives was achieved via independent evaluation and self-reflective practitioner workshops.