

DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS**Part 1: Letter of Appointment**Dear **REDACTED****Letter of Appointment**

This letter of Appointment dated Thursday, 28th October 2021, is issued in accordance with the provisions of the DPS Agreement (RM6018) between CCS and the Supplier.

Capitalised terms and expressions used in this letter have the same meanings as in the Contract Terms unless the context otherwise requires.

Order Number:	CS21562
From:	Department of Business Energy and Industrial Strategy, 1 Victoria St, Westminster, London, SW1H 0ET ("Customer")
To:	UCL Consultants Limited, 90 Tottenham Court Road, London, W1T 4TJ ("Supplier")
Project:	The provision of BEIS Market and Evaluation Training
Project start Date	20 th December 2021
Project end Date	31 st March 2023
Notice period for cancellation	30 days
Services & Deliverables and Project Plan:	Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by: The Customer's Project Specification attached at Appendix A and the Supplier's Proposal attached at Appendix B.
Contract Charges:	As per AW/5.2 Price Schedule response highlighted within the RM6018 Contract Terms, section; Annex 1 – Contract Charges. The total value of this contract shall not exceed £128,850.00 excluding VAT. For the avoidance of doubt, the Contract Charges shall be inclusive of all third-party costs

Insurance Requirements	<p>Additional public liability insurance to cover all risks in the performance of the Contract, with a minimum limit of £5 million for each individual claim.</p> <p>Additional employers' liability insurance with a minimum limit of £5 million indemnity.</p> <p>Additional professional indemnity insurance adequate to cover all risks in the performance of the Contract with a minimum limit of indemnity of £2 million for each individual claim.</p> <p>Product liability insurance cover all risks in the provision of Deliverables under the Contract, with a minimum limit of £5 million for each individual claim.</p>
Liability Requirements	Suppliers limitation of Liability (Clause 18.2 of the Contract Terms);
Special Clause:	The initial contract will be till 31 st March 2022 with the option to extend till the 31 st March 2023 from commencement of the Contract
GDPR	As per Contract Terms Schedule 7 (Processing, Personal Data and Data Subjects.
Key Individuals:	<p>BEIS: REDACTED</p> <p>UCL: REDACTED</p> <p>From subcontractor: REDACTED</p>

FORMATION OF CONTRACT

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Supplier agrees to enter a Contract with the Customer to provide the Services in accordance with the terms of this letter and the Contract Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Contract Terms.

The Parties hereby acknowledge and agree that this Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Supplier within two (2) Working Days from such receipt

For and on behalf of the Supplier:

For and on behalf of the Customer:

Name and Title: REDACTED

Name and Title: REDACTED

Signature: REDACTED

Signature: REDACTED

Date: REDA

Date: REDACTED

APPENDIX A

Customer Project Specification

Introduction

The Department for Business, Energy and Industrial Strategy (BEIS) has a critical part to play to ensure the UK has a green and prosperous future. The department's portfolio includes:

- Fighting coronavirus: supporting business through the pandemic and recovery
- Tackling climate change and delivering net zero
- Unleashing innovation
- Backing long-term growth and boosting enterprise

BEIS is strongly committed to using robust evidence to support the development, implementation, and improvement of BEIS policies. Proportionate monitoring and evaluation facilitate the development of the most effective interventions by helping to understand how BEIS' policies, projects and regulations are being implemented, what effects they have, for whom, how, why, and in what circumstances. Further information on BEIS's approach to monitoring and evaluation can be found in the [BEIS monitoring and evaluation framework](https://www.gov.uk/government/publications/beis-monitoring-and-evaluation-framework). (<https://www.gov.uk/government/publications/beis-monitoring-and-evaluation-framework>)

Upskilling analysts on Monitoring & Evaluation (M&E) is a crucial part of the effort to continually strengthen the department's capabilities in this area. Through this procurement BEIS wishes to procure training that would be delivered by expert practitioners, skilled in M&E and teaching, to ensure that BEIS analysts are intelligent commissioners of M&E.

The central Monitoring and Evaluation Hub in BEIS (commissioners of this contract) do conduct ad-hoc teach-in sessions with teams to make them aware of M&E requirements, however these are infrequent and often a duration of one hour. These would not meet the aim of this training, which is to aide BEIS colleagues into become intelligent

commissioners and overseers of evaluation. Furthermore, the previous M&E courses (described below) ran every month, teaching approximately 25 colleagues from 9am-4pm over three days. BEIS would be unable to deliver such a commitment internally due to varying other defined roles and responsibilities, as well as limited expertise in delivering teaching / training.

Over 200 BEIS colleagues undertook the training in the 2020/21 financial year, many of whom were completely new to M&E. Attendees may have prior experience of evaluation, or specific types of evaluation, but for the most part this will not be extensive. The winning supplier would be expected to be well versed in Monitoring & Evaluation literature, as well have teaching experience and qualifications, to ensure that BEIS colleagues are being taught M&E fundamentals as effectively as is possible.

Aims & Objectives

The Department for Business, Energy & Industrial Strategy (BEIS) is responsible for a range of policy areas including science and innovation, business and enterprise, competitiveness, labour markets, energy and decarbonisation. There is a need to continue developing evaluation analytical capability in BEIS, particularly in relation to the evolving range of theory-based evaluation techniques. The purpose of the training is to equip BEIS analysts with a good understanding of the different evaluation approaches and methods used in BEIS and how to use them appropriately given the policy context and design.

Large numbers of new staff and existing staff are moving within and outside the department, requiring a regular training programme to maintain capability. This training offer is aimed at analysts who are responsible for designing and commissioning evaluations. BEIS evaluation analysts include Social Researchers, Statisticians, Operational Researchers and Economists, with varying expertise in evaluation.

Objectives

To equip BEIS colleagues with:

1. The skills and knowledge to design, commission and quality assure evaluations
2. A rounded understanding of experimental, quasi-experimental and theory-based approaches and their appropriate use
2. An understanding of the suitability of the range of analytical techniques commonly used in evaluation

Managing evaluations, data collection methods, reporting and presenting findings, and using evidence to have impact for policy development will be out of scope for this training, but sources of further information should be sign posted.

Background to the Requirement

Monitoring & Evaluation (M&E) is a major focus within BEIS. The Permanent Secretary has outlined it as one of her top priorities. The establishment of the Monitoring & Evaluation Hub with BEIS is also helping to ensure the continued improvement of M&E within the department.

Previously BEIS had commissioned consultants to deliver a three-day course on Monitoring & Evaluation aimed at beginners during FY20-21 – this contract has now expired. The course had a three-day structure, focusing first on M&E fundamentals; then on experimental and quasi-experimental M&E methods; and last on theory-based evaluation. M&E training is currently provided during the onboarding and induction process delivered to incoming Apprentices and Fast Streamers, though this session is 60 minutes and offers a very brief introduction to M&E. There are few other M&E opportunities available for BEIS employees (and potentially its arms-length bodies) to receive a detailed and in-depth introduction to M&E.

Scope

The demand for the training is expected to be broadly in line with the previous version's demand (further information on this is provided in the section below). Whilst delivering 8 cohorts, over 200 BEIS colleagues participated in the previous training on monitoring and evaluation. Assuming consistent levels of churn and new entrants, demand is likely to remain at similar levels. It is expected that the three-day model should remain broadly consistent, with approximately 25 participants per cohort.

BEIS anticipate 5 training cohorts during the remainder of the FY21/22 financial year, and 6 cohorts in the following financial year. Bidders should confirm how many cohorts they would be able to deliver within the specified budget.

The default delivery format will be in a virtual setting to cater to the current BEIS hybrid working environment. However, BEIS are open to proposals from bidders that would cater to both virtual and in-person attendance, maintaining an inclusive learning experience for all attendees.

Requirement

The winning supplier will be required to design the format and materials of the training programme. BEIS envisage the training to cover three modules over three days (these may be spaced out over three weeks). BEIS have provided an example high level content outline below, which they expect to be reviewed based on initial scoping work by the winning supplier:

Module 1: Background, planning, and approaches (1 day)

- Why we need monitoring and evaluation in the context of government policy evaluation with the aim of learning and accountability
- Introduction to theory of change as a means of understanding the policy and facilitating monitoring and evaluation
- Monitoring purpose, planning, reporting and use
- Evaluation objectives, use and purpose

Module 2: Experimental approach, methods, and quality assurance (1 day)

- What is experimental/quasi-experimental design?
- Experimental/quasi-experimental methods
- Quality assurance

Module 3: Theory-based approach, methods, and quality assurance (1 day)

- What is theory-based evaluation?
- What is realist evaluation?
- Theory-based and realist methods
- Quality Assurance

Deliverables:

The outputs and deliverables expected at each stage of the project are provided below, these are based on the approach provided above.

Task 1: Design phase:

- Content of the training to be delivered
 - Clear and accessible explanation of the suggested content described above.
 - Content should be visually engaging
 - Should include BEIS/government specific examples
 - In a virtual format for presenting to participants, e.g. PowerPoint
 - Materials to facilitate activities
- Materials to accompany training
 - This should complement and be used alongside the presentation
 - To include signposting to other resources and examples related to the content.
 - Provided in an electronic format, e.g. pdf
- Participant and stakeholder feedback on pilot training
 - Design an online form to capture feedback on content, delivery and learning outcomes.

Draft versions of all material to be sent to BEIS for comment, which include a few rounds of comments. Once BEIS comments have been responded to, BEIS will sign off the final version.

Unless otherwise stated in the tender, all outputs from the evaluation training will assume to be owned by BEIS. The outputs and tools developed for the training will be transferred to BEIS at times agreed with BEIS and cannot therefore be used by the winning supplier for purposes other than BEIS work. Bidders should be explicit if they intend to use outputs and tools that they have intellectual property rights over and that will not be owned by BEIS.

Task 2: Delivery of Pilot training:

- Delivery of one pilot cohort (comprising three one day modules).
- It is envisaged the three training modules will be delivered by more than one facilitator, to reflect the specialist knowledge required for each module.
- The training team should have the capacity to provide expert trainers on a flexible basis to meet demand
- BEIS evaluation representatives will attend throughout the pilot training.

After delivery of the pilot training modules, BEIS will decide whether to continue to roll out the training. If BEIS decided to continue with the training, the next set of deliverables are outlined below.

Review of pilot training:

- A review will take place with BEIS and the contractor on the delivery of the pilot training modules based on feedback from participants and stakeholders.
- Based on the review, if required, amendments will be made to the content material and delivery format.
- Approval by BEIS of any changes made.

Task 3: Delivery of rolling training programme:

Delivered in line with the suggested content set out above, taking account of changes based on the review and feedback received back from attendees. Between January and March 2022 BEIS envisage up to 5 training cohorts of the training being run and from April 2022 - March 2023 BEIS envisage approximately 6 training cohorts. Anticipated contract end date is 31st March 2023. The initial contract is till 31st March 2022 to enable BEIS the option on whether to continue rolling out the training or not (e.g. based on levels of demand or impact of the training).

Task 4: Specialist training

As part of the objectives the contractors may be asked to put together more bespoke and ad hoc/one-off expert training on Monitoring & Evaluation for more skilled evaluation analysts in BEIS (e.g. on carrying out economic evaluations or conducting power calculations). Bidders should not set out what this training would entail or price this within the bids but should set out how they would go about developing and costing material for such training if requested.

Contract Budget and Duration

Total contract value including all optional extensions shall not exceed £130,000.00 Ex VAT

The guaranteed budget available for FY 21/22 is £65,271.88 excluding VAT

The potential budget available in FY 22/23 is £64,728.12 (subject to approval)

The initial contract will be till 31st March 2022 with the option to extend till the 31st March 2023 from commencement of the Contract.

Terms and Conditions

Bidders are to note that the standard call-off terms and conditions will apply to this requirement. No special terms are required. Bidders are required to raise any questions in relation to the terms and conditions within the formal clarification period.

**APPENDIX B
Supplier Proposal**

REDACTED

ANNEX 1 – CONTRACT CHARGES

REDACTED

SCHEDULE 7: PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. The Supplier shall comply with any further written instructions with respect to processing by the Customer.
2. Any such further instructions shall be incorporated into this Schedule.

The Supplier shall only process in accordance with the instructions as advised below and comply with any further written instructions with respect to processing by the Contracting Authority. Any such further written processing instructions required by the Contracting Authority shall be incorporated into this Schedule and shall be the subject of a formal amendment to this Contract.

1. The contact details of the Contracting Authority Data Protection Officer are:

Data Protection Officer
 Department for Business, Energy and Industrial Strategy
 1 Victoria Street
 London
 SW1H 0ET

REDACTED

2. The contact details of the Suppliers Data Protection Officer are:

Data Protection Team
 UCL Consultants
 90 Tottenham Court Road
 London
 W1T 4TJ

REDACTED

3. The Supplier shall comply with any further written instructions with respect to processing by the Contracting Authority.
4. Any such further instructions shall be incorporated into this Schedule

Description	Details
Subject matter of the processing	<p>The processing is needed in order to ensure that the Supplier can effectively deliver the contract to provide Monitoring and Evaluation training.</p> <p>The processing of names and business contact details of staff of both Contracting Authority and Contractor will be necessary to deliver the services exchanged during the course of the Contract, and to undertake Contract and performance management.</p>

	<p>The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Contractor involved in managing the Contract.</p> <p>The Supplier will need to confirm that they are UK GDPR or GDPR (if operating in the EEA) compliant when submitting a bid.</p>
Duration of the processing	Processing will take place from December 2021 to March 2023
Nature and purposes of the processing	<p>The nature of processing will include storage and use of names and business email addresses of the Contracting Authority's employees who will be attending the Monitoring and Evaluation training.</p> <p>Processing take place for the purposes of training.</p> <p>The nature of processing will also include the storage and use of names and business contact details of staff of both the Contracting Authority and the Supplier as necessary to deliver the services and to undertake the Contract and performance management. The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Supplier involved in managing the Contract.</p>
Type of Personal Data	Name, business email address
Categories of Data Subject	Staff of the Contracting Authority and the Supplier, including where those employees are named within the Contract itself or involved within the Contract management.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>The Supplier will erase the data from any computers, storage devices and storage media that are to be retained by the Supplier at the Contract end. The Supplier will certify to the Authority that it has completed such deletion.</p> <p>Where Personal Data is contained within the Contract documentation, this will be retained in line with the Department's privacy notice found within the Invitation to Tender.</p>

