**DIT TRADE & INVESTMENT MEASUREMENT RESEARCH CALL OFF CONTRACT**

**LETTER OF APPOINTMENT AND CONTRACT TERMS**

**Part 1: Letter of Appointment**



Dear LSE Enterprise Ltd,

**Letter of Appointment**

This letter of Appointment dated 01/10/2021, 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.

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| Order Number:  | CR\_1492 (Project 595)  |
| From:  | Department for International Trade 3 Whitehall Place London SW1A 2AW (“Customer”)  |
| To:  | LSE Enterprise Ltd Houghton Street London WC2A 2AE ("Supplier")  |

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| --- | --- |
| Effective Date:  | 01st October 2021  |
| Expiry Date:  | End date of Initial Period: 01st October 2022  |
|    | This Contract shall be for an Initial Period of 12 months, with the option to extend for two further 12 months periods End date of first Extension Period: 01st October 2023 End date of Maximum Extension Period: 01st October 2024 Minimum written notice to Supplier in respect of extension: 30 calendar days  |

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| Services required:    | Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by: The Customer’s Project Specification attached at Annex A and the Supplier’s Proposal attached at Annex B   |

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| Key Individuals:  | XxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxRefer to Annex B, Supplier Proposal for further detail. All personnel and resources listed at A07 must be available for this  |
|  | contract. Staff for either the contractor or any sub-contractors cannot be changed without permission from the Customer.  |

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| Contract Charges (including any applicable discount(s), but excluding VAT):  | The Supplier shall provide a Project proposal and fixed price for each individual Statement of Work that is commissioned by the Customer. The price will be based on the agreed rate card set out in Annex B, Supplier Proposal, B01: Pricing schedule.  |
| Insurance Requirements  |  Additional public liability insurance to cover all risks in the performance of the Contract, with a minimum limit of £1 million for each individual claim Additional employers' liability insurance with a minimum limit of £1m indemnity Additional professional indemnity insurance adequate to cover all risks in the performance of the Contract with a minimum limit of indemnity of £1 million for each individual claim Product liability insurance cover all risks in the provision of Deliverables under the Contract, with a minimum limit of £1 million for each individual claim  |
| Liability Requirements  | **Suppliers limitation of Liability** (Clause **Error! Reference source not found.** of the Contract Terms); Clause 18.2 of the Contract Terms shall read as follows:  1. 2.Subject always to Clauses 18.1 and 18.3, the maximum amount the Supplier can be liable for in respect of all Defaults shall in no event exceed:

 18.2.1.in relation to any Defaults occurring from the Effective Date to the end of the first Contract Year, the higher of the figure specified in the Letter of Appointment (being £687,500.00) or a sum equal to 125% of the Contract Charges estimated by the Customer for the first Contract Year;  18.2.2.in relation to any Defaults occurring in each subsequent Contract Year that commences during the remainder of the Term, the higher of the figure specified in the Letter of Appointment (being £687,500.00) or a sum equal to 125% of the Contract Charges payable to the Supplier under this Contract in the previous Contract Year; and  18.2.3.in relation to any Defaults occurring in each Contract Year that commences after the end of the Initial Term, the higher of the figure specified in the Letter of Appointment (being £687,500.00) or a sum equal to 125% of the Contract Charges payable to the  |
|  | Supplier under this Contract in the last Contract Year commencing during the Term.   |
| Customer billing address for invoicing:  | Department for lnternational Trade c/o UK SBS, Queensway House West Precinct Billingham TS23 2NF Email: ap@uksbs.co.uk Telephone : 0333 207 9122  |

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| GDPR  | See Contract Terms Schedule 7 (Processing, Personal Data and Data Subjects)  |
| Alternative and/or additional provisions (including Schedule 8(Additional clauses)):  | The following definition shall be inserted into paragraph 1.6 of Schedule 1 of the Contract Terms: “BPSS / SC” means the HMG Baseline Personnel Security Standard for Government employees. The following clauses shall be inserted into Clause 29 of the Contract Terms: Cyber Security 29.25 The Supplier shall hold Cyber Essentials Plus or ISO27001 (or equivalent) on the services or servers used to deliver the Projects. 29.26 The Customer reserves the right to carry out a Security Risk Assessment post the Effective Date of this Contract and the Supplier shall comply with any reasonable requests from the Customer that result from any such Security Risk Assessment undertaken. 29.27 The Supplier shall host Customer Data within the United Kingdom unless otherwise Approved by the Customer (such Approval not to be unreasonably withheld).  Security Clearance 29.28 The Supplier shall limit access to Customer Data to those of its staff who need access in order for the Supplier to perform the Services and who have the appropriate security clearance as required by the Customer and stipulated in the Statement of Works which shall (if required) be at least equivalent to the BPSS  |
|  | / SC.  |

**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: xxxxxxxxxxxxxxxxxxxxx Name and Title: : xxxxxxxxxxxxxxxx

xxxxxxxxxxx

 xxxxxxxxx

Signature: : xxxxxxx Signature: xxxxxx

Date: Date:22-09-21  1/10/2021

# ANNEX A Customer Project Specification

**Specification of Requirements: Trade and Investment Measurement**

## 1 About the Department for International Trade – the Customer

The Department for International Trade (DIT) is an international economic department which was created in July 2016. DIT is responsible for promoting British trade across the world and ensuring the UK takes advantage of the huge opportunities open to it. To do this DIT’s main responsibilities include:

* bringing together policy, promotion and financial expertise to break down barriers to trade and investment, and help businesses succeed
* delivering a new trade policy framework for the UK as we leave the EU
* promoting British trade and investment across the world
* building the global appetite for British goods and services

## 2 Introduction

This section sets out the technical requirements for a contract to conduct research projects covering Trade and Investment Measurement. The Contractor will have a clear appreciation of the objectives, relevant experience and breadth of expertise necessary to provide this service.

The Customer will be commissioning four Contracts and the themes are set out in the table below.

|  |  |
| --- | --- |
| **Theme**  | **Coverage**  |
| **Export and Investment**  | * Export promotion
* Investment promotion
* Foreign Direct Investment (FDI)
* Export Finance
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| **Business Attitudes and Public Perceptions**  | * Attitudes and perceptions
* Understanding of DIT customers
* Consultations, Survey, Polling
 |
| **Open Markets and** **Global Prosperity**  | * Free Trade Agreements
* Market Access Barriers, Remedies and Disputes
* Future of Trade & Global Value Chains (GVCs)
* Global Prosperity & Official Development Assistance (ODA)
 |
| **Trade and Investment Measurement**  | * Globalisation and GVCs
* FDI
* Trade in Services/Modes of supply
* Transit trade in goods
 |
|  |   | Digital Trade  |
|  |   | Trade and employment  |

This specification is for the Trade and Investment Management Contract.

## 2 Background

2.1 The UK’s decision to withdraw from the EU has intensified demand for more timely, granular and robust trade and investment statistics. DIT must deliver a trade agenda that works for all. Therefore, it is important DIT is aware of current UK trading and investment patterns with the rest of the world, and that it has the capability to assess and measure the impact of different trade policies. To achieve this, DIT must have access to informative and timely trade and investment statistics. Providing accurate and robust measurements of trade and investment can be challenging. To ensure negotiators and policy makers have the most relevant and up to date information available, it is essential DIT works proactively to progress current techniques, and to identify new methods to measure different elements of trade and investment that currently pose significant measurement challenges.

2.2 DIT has already begun the process of improving the measurement of official statistics and developing innovative new statistics to measure aspects of trade and investment not previously recorded/published in the UK. Areas of interest, where development work has already started, include (but is not limited to): Digital Trade, Globalisation and GVCs, Trade in Services, Transit trade in goods and Trade in Employment. The ongoing methodological challenges of measuring trade and investment, coupled with the growing availability of new and/or changing data sources, means that there is an increasing requirement for research in the area of Trade and Investment Measurement. This Contract will be used as a platform to supplement and/or extend the research projects already commissioned by the department.

## 4 Requirement

The requirement is for a supplier to deliver quick turnaround research projects for the duration of this Contract. These research projects would relate to the collection and/or analysis of information on Trade and Investment Measurement as set out below.

## 5 Service specifications

Tenderers will need to be experienced providers of quantitative and qualitative research, as well as other innovative methods including data science skills. Tenderers must also have experience in delivering a range of data collection methods and experience of managing multiple projects simultaneously and delivering each project on time and to budget, including responding rapidly and effectively to changing priorities and the need to reallocate resources. More detail on the types of projects can be found below.

## 6 Objectives of the Contract

The specific research projects will be developed through the contract period according to emerging policy priorities and research needs for the Customer. Below are some examples of potential projects that have been identified as possible early priorities.

* How can open source data, big data, and data science techniques inform DIT about the future of trade and trade promotion?
* How can DIT estimate the value of intellectual property within global supply chains?
* How can data linking be used to improve the granularity and quality of trade and investment statistics?
* How can current collection and measurement methods be improved to provide a more accurate and timelier picture of trade and investment performance in the UK?
* How can data science techniques be used to improve visualisations of trade statistics and databases?
* How can we improve the measurement and recording of intangible trade flows such as trade in services (including Modes of Supply) and digitally delivered trade?
* What further data sources could help build a more complete picture of aspects such as the exporter or investor journey?
* How can DIT improve the measurement of trade in goods transiting through third countries?
* How can DIT improve statistics underlying the construction of Trade in Value Added data?

This list is not exhaustive, and the Customer expects that other projects are likely to be needed according to policy needs throughout the duration of the Contract.

## 7 Skills and expertise required

The following skills are a necessity to conduct research projects within the scope of this Contract covering Trade and Investment Measurement. If any member of the project team is replaced during the course of the Contract, someone of equivalent experience and skills must be provided. The Contractor will need to have access to the full set of expertise as set out below, flexibly and as required:

1. **Technical understanding of the policy context.** The Contractor must have thorough knowledge and understanding of the key developments and current issues relating to Trade and Investment Measurement.

1. **The Contractor must have capacity** to meet the requirements of this Contract and experience of delivering projects relevant to the areas covered by this Contract. The Contractor must also have experience of managing multiple projects simultaneously and delivering on time and to budget.

1. **Familiarity with published statistics and databases.** The Contractor must be familiar with key UK and international trade databases. In addition, they must have knowledge of trade and investment statistics including having a broad understanding of the methodological constraints and limitations associated with these.

1. **Methodological skills and expertise.** The Contractor must have the capability to deliver the following methods identified for the Trade and Investment Measurement Contract. The Contractor must have skills and expertise in macroeconomics statistics with the ability to critically analyse both evidence and measurement techniques and identify and explain the underlying assumptions and limitations of these techniques. The Contractor must also have expertise in desk-based methods like literature reviews and other evidence reviews

(quick scoping reviews, rapid evidence assessments). In addition, expertise is required in quantitative methods and analysis; including surveys and research and sampling design linking/synthesising data from various data sources, econometric modelling, and other statistical analysis techniques.

1. The Contractor will be required to maintainclear **written and oral communications** with the Customer in relation to the management of the Contract, and in the delivery of individual projects. This includes the ability to present results and findings in a clear and concise manner to inform non-technical audiences. The Contractor will provide research to answer specific research questions but is not expected to formulate policy positions. Clear, concise report writing and the ability to effectively present findings visually are essential skills for delivering projects under this Contract.

1. Excellent **project management skills** in order to deliver projects within the scope of the Contract effectively, including timely, high quality delivery, communicating progress clearly and providing sound financial management reporting. It is essential that there are management arrangements in place so as to be able to respond rapidly, if necessary, to changing policies, priorities and budgets and to reallocate resources accordingly. This includes:

* + Effectively managing the demand expected through the Contract and maintaining oversight across work being delivered;
	+ Having experience of managing multiple projects simultaneously and delivering on time and to budget, including responding rapidly and effectively to changing priorities and the need to reallocate resources;
	+ Maintaining regular communication with the Customer to ensure progress is reported effectively and any potential difficulties are raised in a timely fashion;
	+ Ensuring any sub-contractors are managed effectively including ensuring clear roles and responsibilities;
	+ Providing a risk register and implementing processes to mitigate delivery risks and identify the severity and likelihood of risks;
	+ Implementing quality assurance processes and developing a quality assurance plan;
	+ Complying with the requirements of the General Data Protection Regulation (EU) 2016/679 (GDPR);
	+ Implementing governance/contract management processes to ensure continuity and the quality of service is maintained over the lifetime of the Contract; and
	+ Delivering against the Key Performance Indicators (KPIs located in this Call for Competition, Schedule 07 – Specification of Requirements)

1. **Effective contract management**, which provides the quality of expertise and services to meet the range of requirements to be delivered through this Contract. The Contractor must have appropriate management procedures, quality assurance processes (technical reviewers, editors, proof-readers etc), resourcing of expertise, secretariat and any other support staff necessary to undertake and deliver projects. This includes where relevant efficient supervision, management and payment of sub-contractors.

1. **About the Project Team:**

The Project Team must:

* + - Have a track record in managing and successfully completing research projects using the methods set out in section 7.4 (Methodological skills and expertise) above. In addition, the Contractor will need to have an understanding of the questions and issues highlighted in section 6 (objectives of the Contract).
		- Have a track record of successfully managing multiple projects, maintaining an overview of progress and alerting the Customer to potential difficulties in a timely fashion.

The Contractor will:

* + - be responsible for the delivery of any sub-contractors;

* + - nominate a representative as the point of contact for the Customer for each project; and

* + - where it wishes to change members of the project team, the suggested change, including the CV of the replacement shall be communicated to the Customer’s project manager in advance.

## 8 Scope

The principal service to be delivered under the Contract are research and analytical projects that address questions such as the areas identified above in Section 6, Objectives of the Contract.

For each project, the Customer will supply a specification, including the expected outputs, to which the Contractor will need to produce a costed project plan. Project proposals should be up to 10 sides of A4 and delivered no more than five working days after receipt of the specification from the Customer. Proposals should include all of the following elements:

* Understanding of the research aim and objectives
* Methodology, including details of any sub-contractors where applicable
* Outputs
* Project management arrangements including management of risks, and roles and responsibilities of the proposed project team (see final two bullet points)
* Timings and milestones
* Costings
* Proposed project team: nominate the proposed team for the project including staff grade and relevant experience
* CVs: provide short CVs for the proposed project team

The project proposal will be reviewed and approved by the Customer’s project team. The Contractor should be available to meet face to face or have a telephone call to discuss their proposal in more detail if required by the Customer. Once the project proposal is approved and the statement of work is completed in accordance with the terms of the Contract, the project will be managed by the Customer’s nominated project manager who will be responsible for overseeing the project, reviewing all aspects of the project and outputs and agreeing the final deliverables.

## 9 Services/ functions

1. The Contractor will need to deliver research projects that will broadly support policy development, implementation and evaluation in the area of Trade and Investment Measurement. The Contractor will be responsible for developing the projects, including appropriate research methodologies, to address research specifications produced by the Customer.

The Contractor will work closely with the Customer’s nominated project manager and associated steering group for individual projects delivered through this Contract. Specific project management arrangements will be set out in individual project proposals.

1. The Contractor shall identify a project team for each project with the adequate set of skills and experience to resource the specific technical requirements of each project. The Customer will approve the project team for each project, including where the Contractor wishes to use suppliers outside of the original team (including sub-contractors) proposed in their Tender.

1. To present and communicate the key findings from individual projects to the Customer’s policy and analytical teams and other stakeholders as required.

The Customer reserves the right to commission research projects in Trade and Investment Measurement from third parties outside of this Contract.

## 10 Timeframes and contract value

This Contract is expected to start in October 2020 for a period of up to three years. The Contract will be awarded initially for 12 months with the option to extend for one year plus one additional year. Contract extensions will be subject to the Customer reviewing the delivery of projects and associated outputs over the previous 12 months, as well as the business needs of the Customer.

The value of the Contract will be for a maximum of £500,000 per year. For the avoidance of doubt there is no minimum spend for this Contract, however, the Customer cannot guarantee any work or level of spend through this Contract.

Each project agreed in accordance with a statement of work and the terms of this Contract will be let on a fixed price basis (excluding VAT) based on the rate card submitted at the Call for Competition stage and overhead/operational costs that are necessary for the delivery of the project that have been agreed with the Customer. This price will cover all aspects of project delivery and so long as the scope of the project set out in the statement of work remains the same, will not be subject to any price review, amendment or alteration.

Payments for the projects will be made on a milestone basis. The Contractor should include the milestones for each project in their programme of work in response to individual project specifications. When agreed these milestones will be included in the relevant statement of work and form part of the Contract.

## 11 Quality

The Contractor will be required to maintain a quality assurance plan to ensure it delivers the Services in accordance with its internal quality control procedures.

## 12 Risk Assessment

The Contractor will be required to implement processes to manage risks and obstacles to the successful delivery of the Services.

## 13 GDPR

The Contractor is required to have awareness and experience of handling data in compliance with GDPR and will be required to implement protective measures to safeguard personal data including in respect of data storage, data retention periods and staff training.

## 14 Security

The Contractor must hold Cyber Essentials Plus or ISO27001 (or equivalent) on the services or servers used to deliver projects commissioned under this Contract. The Customer reserves the right to carry out a security risk assessment post contract award following ISO27005 methodology or using such other methodology determined by the Customer and notified to the Contractor.

## 15 Accessibility

The Contractor must be fully aware of their responsibilities under the Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018 and will be required to produce all content in a suitable accessible format in line with this regulation.

## 16 Further Information

The costs of translating primary data collection from any language other than English can be included as a project cost when a project proposal is commissioned, provided the need for collecting that data is satisfactorily justified. Translating documents or translations from English into other languages is not in scope of this Contract and will not be approved as a project cost.

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| **Key Performance Indicators**   |  |  |  |  |
|  | **KPI**  | **Information needed to measure** **KPI**  | **How will the KPI be measured?**  | **Red**  | **Amber**  | **Green**  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **1. Project proposals (Delivery)**  | High quality project proposals  | DIT receiving initial project proposals within 5 working days (unless agreed otherwise)  | Proposals delivered within the required timescales at the agreed frequency  | Over half of the proposals are delivered late or not delivered at all  | Proposals are mostly on time, but one or more are later than scheduled  | All proposals delivered on time  |
| **2. Project reports and outputs (Delivery)**  | Provide project reports and outputs. Reports and outputs are likely to be published and will need to be provided in an accessible document which meets the accessibility requirements described at section 15 above.  | DIT receiving project reports and outputs on time as agreed   | Project reports and outputs as requested are delivered within the agreed timelines  | Report/output delivered > 5 working days after the agreed deadline date and without a robust explanation accepted by DIT and/or contains major errors or other significant quality issues which require major rewriting or other intervention by DIT.  | Report / output delivered up to 5 working days after the deadline date and without a robust explanation accepted by DIT and/or contains minor errors or other quality issues which require some rewriting or other intervention by DIT.  | Meets expectatio ns, reports / outputs are accurate and delivered on time  |
| **3. Project reports and outputs (Quality)**  | Project reports and outputs are of a high quality.  | Provision of the reports / outputs.  | Signed off by the Authority’s nominated  | Report / outputs are not delivered to the agreed standard or  | Reports / outputs are delivered but require moderate  | Reports / outputs are delivered to the  |
|  |  |  | project manager  | require significant rewriting or revisions to be made by DIT  | rewriting and/or revisions to be made by DIT  | agreed standard with only minor revisions made by DIT  |

# ANNEX B Supplier Proposal

**[REDACTED]**

# ANNEX C Contract Terms

See separate document titled RM6018-Contract-terms-v8 Project 595 for Contract Terms