

DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: Letter of Appointment

Geospatial Commission
Cabinet office

Dear Sirs

Letter of Appointment

This letter of Appointment dated 28/04/20, 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:	CCZZ20A16
From:	Geospatial Commission ("Customer")
To:	Newington Communications ("Supplier")

Effective Date:	Friday 1 May 2020
Expiry Date:	End date of Initial Period Monday 30 November 2020 End date of Maximum Extension Period 31 December 2020 Minimum written notice to Supplier in respect of extension: 1 month

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:	Customer: REDACTED Supplier: REDACTED
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[Guarantor(s)]	N/A

Contract Charges (including any applicable discount(s), but excluding VAT):	<p>Day rates</p> <p>REDACTED</p> <p>Capped Costs</p> <p>REDACTED</p> <p>Day = 8 hours</p> <p>The Capped costs submitted will form part of the contract, and will also be used to benchmark costs for any similar ad-hoc requirements.</p> <p>Day rates submitted within the pricing schedule shall include travel, subsistence, lodging and related expenses as per the Terms and Conditions of RM6018 Research Marketplace.</p> <p>Rates remain firm for the life of the contract and any subsequent extensions to it.</p>
Insurance Requirements	Please refer to Framework RM6018 Research Marketplace Dynamic Purchasing System terms and conditions.
Liability Requirements	<p>Suppliers limitation of Liability (Clause 18.2 of the Contract Terms);</p> <p>Please refer to Framework RM6018 Research Marketplace Dynamic Purchasing System terms and conditions.</p>
Customer billing address for invoicing:	<p>Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.</p> <p>Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.</p> <p>If the Supplier anticipates that a particular deliverable or product is likely to exceed the pre-agreed amount, advance notice should</p>

	<p>be given to the Customer's point of contact. Further detail should then be provided on the reasons for the increase in budget, and options for what can be delivered within the original amount. The Customer shall then decide on how to proceed.</p> <p>Invoices should be submitted via email to: REDACTED</p>
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GDPR	Please see Contract Terms Schedule 7 (Processing, Personal Data and Data Subjects).
Alternative and/or additional provisions (including Schedule 8(Additional clauses)):	In the event that the Customer is unable to manage and oversee the contract due to resource capacity issues outside it's control, the Customer will be able to suspend the contract by promptly notifying the Supplier in writing and stating the date from which the suspension will come into effect and how long it is expected to last. If the Customer resource capacity issues continue for thirty (30) consecutive Working Days the Customer and Supplier must come to an agreement to either extend the suspension for a further thirty (30) consecutive Working Days or terminate this contract agreement.

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: 30/04/2020

Date: 30/04/2020

ANNEX A

Customer Project Specification

1. DEFINITIONS

Expression or Acronym	Definition
Geospatial Commission (GC)	The Customer. The Commission is an enduring, impartial entity that is responsible for setting the UK's geospatial strategy and promoting the best use of geospatial data to drive productivity, promote economic growth and improve the delivery of public services, while safeguarding considerations such as national security and intellectual property rights.
Geospatial data	Data about where people and objects are in relation to a particular geographic location
Housing and Planning (HP)	Geospatial Commission's Housing and Planning programme
Local Authority (LA)	Local Authorities in England, Scotland and Wales

2. SCOPE OF REQUIREMENT

2.1. In overview, the Supplier is required to deliver reports to the Customer which is an outcome of their research that will:

Phase 1

Identify and detail the housing and planning geospatial eco system (Local Authority, other public sector and private sector, including PropTechs) - how does it breakdown (i.e. what is the journey from start of a local planning exercise to completion of the purchase of a house, who are the key players (generically), what roles do they play and where is geospatial data important;

Identify and detail current and upcoming data related initiatives within housing and planning across various organisations and sectors (Local Authorities, Private Companies etc.);

Identify and detail tools and systems in use.

Phase 2

Priority 1 Local Authorities

Identify and detail the types of housing and planning data Local Authorities hold and what it is used for;

Identify and detail geospatial capability - resourcing, knowledge and skills, buy in from senior management for each Local Authority;

Identify and detail how they provide data to their users, including links to portals, APIs, Shapefiles or PDFs found on the LAs websites. Include information on the data licences and standards used.

2.2. The outcome of the research shall also answer the following research questions:

Priority 2 Construction industry (builders, architects, utilities etc.)

What data do they need?

Why do they need the data (what questions are they trying to answer?)

Where do they get the data from? Is it from public or private company data? Include links to data sources, if available.

What are the barriers they face in getting and using the data?

What data do they generate? What happens to that at the moment? Do they digitise pdfs?

Priority 3 Conveyancing

What data do solicitors, mortgage companies, and HMLR etc. need?

Why do they need the data (what questions are they trying to answer?)

Where do they get the data from?

What are the barriers they face in getting and using that data?

Priority 4 Proptechs

What problems are they trying to solve?

What data do they need and how much of their time is spent pulling together data and putting it in a format useable for their work?

Why do they need the data (what questions are they trying to answer?)

Where do they get the data from? Is this private or public sources?

What are the barriers they face in getting and using that data? Do they have to create their own data from pdfs etc.?

3. THE REQUIREMENT

- 3.1. The primary requirement is to produce reports that provide a comprehensive overview of the housing and planning geospatial eco system, with particular focus on Local Authority and private sector data sets, use of data sets and challenges around acquiring data sets, current and upcoming initiatives and tools/systems used. The Supplier is also expected produce a spreadsheet of LAs and other public sector geospatial data links and different initiative website links.
- 3.2. Any data collected by the Supplier during the research shall be provided to the Customer.
- 3.3. The acceptance of the reports will depend on the Customer agreeing to the requirements being sufficiently met. The reports will be for a mixture non-technical and technical audiences.
- 3.4. Regular Supplier review meetings will be arranged to go through the draft reports and resolve any issues before the Customer signs it off.
- 3.5. The Supplier shall inform the Customer in advance of how the work will be undertaken per phase.
- 3.6. Within the reports, there should be a section in which outlines the established methodology applied.
- 3.7. The final report shall adhere to the Government Digital Service's report writing guidelines, which can be found here <https://www.gov.uk/guidance/content-design/writing-for-gov-uk>
- 3.8. The reports will be emailed to the Customer's point of contact and where necessary a follow up tele-conference or meeting will be arranged to discuss any issues and improvements.
- 3.9. The Customer potentially could share some data with the Supplier where deemed necessary.

4. KEY MILESTONES AND DELIVERABLES

- 4.1. The main output is expected to take the format of a report, with sections covering the requirements above. This report will inform the geospatial interventions the Customer implements within its Housing and Planning programme.
- 4.2. The following Contract milestones/deliverables shall apply:

Milestone/D eliverable	Description	Timeframe or Delivery Date
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1	Kick-off meeting	Within week 1 of Contract Award
2	Produce plan of activity (by week), outline resources (roles, time, and cost) to be allocated to ensure delivery of outputs and outline research methods to be implemented to carry out landscape review work.	Within week 1 of Contract Award
3	Further meetings with the Customer to gather information about the Housing and Planning Programme, expectations and likely outputs.	Within week 2 of Contract Award
4	Reviewed relevant literature and documents provided by the Customer.	Within week 2 of Contract Award
5	Progress presentation to the Customer.	Within week 5 of Contract Award
6	Phase 1 draft report/output.	Within week 6 of Contract Award
7	Phase 1 final report/output.	Within week 7 of Contract Award
8	Phase 2 – Priority 1 draft report/output.	Within week 10 of Contract Award
9	Phase 2 – Priority 1 final report/output.	Within week 11 of Contract Award
10	Phase 2 – Priority 2 draft report/output.	Within week 14 of Contract Award
11	Phase 2 – Priority 2 final report/output.	Within week 15 of Contract Award
12	Phase 2 – Priority 3 draft report/output.	Within week 18 of Contract Award
13	Phase 2 – Priority 3 final report/output.	Within week 19 of Contract Award
14	Phase 2 – Priority 4 draft report/output.	Within week 22 of Contract Award
15	Phase 2 – Priority 4 final report/output.	Within week 23 of Contract Award
16	Close meeting - handover of data collected during research and final sign off on all outputs.	Within week 24 of Contract Award

5. MANAGEMENT INFORMATION/REPORTING

- 5.1. The Supplier shall give regular updates on progress through weekly progress review meetings by teleconference. The Supplier shall provide more detailed updates at key

points in the Contract as outlined in the milestones in Section 7, either through Contract Review meetings or other discrete meetings as agreed with the Customer.

6. VOLUMES

6.1. The volumes for this procurement have been identified in Section 4 'Key Milestones and Deliverables'.

7. CONTINUOUS IMPROVEMENT

7.1. The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

7.2. The Supplier should present new ways of working to the Customer during Contract review meetings.

7.3. Changes to the way in which the Services are to be delivered must be brought to the Customer's attention and agreed prior to any changes being implemented.

8. SUSTAINABILITY

Not applicable.

9. QUALITY

9.1. The Supplier shall have sound processes for quality assurance of both quantitative and qualitative outputs in place.

10. STAFF AND CUSTOMER SERVICE

10.1. The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

10.2. The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

10.3. The Supplier shall ensure that staff understand the Customer's vision and objectives and will provide excellent customer service to the Customer throughout the duration of the Contract.

11. SERVICE LEVELS AND PERFORMANCE

11.1. The Customer will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Delivery of project outputs	Project outputs delivered according to the timescales set out in the deliverables table in Section 7.	100%
2	Quality Assurance	Project outputs to follow the Supplier's internal approval process (with clear quality assurance steps) before submission, to assure suitability.	100%
3	Response time	The successful Supplier must respond to questions and queries from the Customer in writing via email and within forty eight (48) hours Monday-Friday.	75%
4	Project Management	The successful Supplier must attend weekly project review meetings by teleconference. The format and detail covered within these updates is to be agreed at the project kick off meeting. Any cancellation of meetings must be confirmed to the Customer with twenty-four (24) hours' notice for re-arranging.	100%

11.2. In the event of poor performance through the failure to deliver Service Level Agreements to time and of appropriate quality, the Customer shall meet with the Supplier to understand the root causes of the issue.

11.3. Continued failure to meet the Service Level Agreements, defined as twice within any rolling 3 month period, will trigger a performance review meeting and the drafting and implementation of an Improvement Plan. This Improvement Plan must be satisfactorily delivered within 30 days of the agreed plan.

11.4. The Customer may, without prejudice to any other rights and remedies under this Contract, withhold or reduce payments in the event of unsatisfactory performance.

- 11.5. The Customer may terminate this Contract or a Project by written notice to the Supplier with immediate effect in line with clause 23.2 of Attachment 5 - Terms and Conditions of RM6018 Research Marketplace.
- 11.6. The Customer will monitor the work of the Supplier throughout the Research Project through regular contact between the Supplier and the Customer's day-to-day contact.
- 11.7. The Supplier is responsible for the performance of the Contract by any subcontractors or other agents working on their behalf. The Supplier is to deal with any issues relating to any sub-contractors or other agents working on behalf of the Supplier, this however does not exclude sub-contractors or other agents working on behalf of the Supplier from attending any Contract Monitoring meeting or contributing to any report where it is appropriate for such sub-contractors or other agents to do so.
- 11.8. If any sub-contractors or other agents working on behalf of the Supplier are found unsuitable, for whatever reason, the Supplier is to engage with the relevant sub-contractors or other agents to broker a resolution.

12. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 12.1. When meetings are held at the Customer's location (100 Parliament Street, London, SW1A 2BQ) the Supplier shall need to be escorted to/from meetings and around the building due to security restrictions.
- 12.2. The Supplier will need to confirm the attendee's names to the Customer's point of contact with twenty-four (24) hours' notice of the meeting.
- 12.3. The results/deliverables of the Contract should not be shared wider than the Supplier's project team without receiving any explicit written approval from the Customer.
- 12.4. The resulting outputs shall be the intellectual property of the Customer. The analysis, data collected, the interim and final reports, shall also be the property of the Customer. The Supplier shall not disclose the report (either in part or in full) to any third parties prior to publication by the Customer, unless the Customer gives expressed written consent to do so.

12.5. All data security processes must be compliant with the General Data Protection Regulation (GDPR).

13. CONTRACT MANAGEMENT

13.1. Attendance at Contract Review meetings shall be at the Supplier's own expense. These are likely to be held monthly.

13.2. Progress reporting on the study should be given to the Customer weekly. The format and detail covered within these updates is to be agreed at the project kick off meeting.

14. LOCATION

14.1. The location of the Services will be carried out at the Supplier's own offices for the majority of the time.

14.2. The Customer is based at REDACTED.

14.3. The Supplier shall be expected to attend meetings at this location for contract reviews, and also progress checks as the research and analysis is being carried out.

ANNEX B
REDACTED