

DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: Letter of Appointment

REDACTED INFORMATION

Letter of Appointment

This letter of Appointment dated 12 February 2020 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:	CCZZ19A43
From:	The Department for Work and Pensions ("Customer")
To:	Market & Opinion Research International Limited ("Supplier")

Effective Date:	13 February 2020
Expiry Date:	End date of Initial Period 12 February 2021 End date of Maximum Extension Period should the options to extend be taken up by the Authority be taken is 12 February 2023 Minimum written notice to Supplier in respect of extension: 30 calendar days

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:	For Market & Opinion Research International Limited:
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	<p>REDACTED INFORMATION</p> <p>Department for Work and Pensions:</p> <p>REDACTED INFORMATION</p>
[Guarantor(s)]	Not Applicable

<p>Contract Charges (including any applicable discount(s), but excluding VAT):</p>	<p>As per Annex 1 of the Contract Terms and Conditions – All roles and Rates will remain firm for the duration of the Contract and any extension period.</p> <p>The maximum contract value shall not exceed £360,000.00 (excluding VAT) inclusive of all extension options based upon the assumption that year 2 and 3 will mirror the funding for the first year.</p> <p>There is funding of £120,000 for year one of the Contract. Subsequent years will be subject to further funding bids by the Customer but cannot be guaranteed. In the first year the Customer would expect to spend all of the funding but this is not guaranteed.</p> <p>Funding for the remaining years of the contract are anticipated to be the same as the first year, this however is not guaranteed.</p> <p>Year 1: £120,000.00 (excluding VAT)</p> <p>Year 2: £120,000.00 (excluding VAT)</p> <p>Year 3: £120,000.00 (excluding VAT)</p> <p>The Budget for the option to extend is subject to budgetary approval should the extension option be taken up by the Customer.</p> <p>REDACTED INFORMATION</p> <p>Please refer to Annex 2 – Scenario Cost Information for further information.</p>
Insurance Requirements	The Supplier shall hold and maintain the following insurances in relation to the performance of its

	<p>obligations under this DPS Agreement and any Contract:</p> <ul style="list-style-type: none"> • Public liability insurance to cover all risks in the performance of this DPS Agreement and any Contract, with a minimum limit of one (£1,000,000.00) million for each individual claim; • Employers' liability insurance with a minimum limit of indemnity as required by Law; • Professional indemnity insurance adequate to cover all risks in the performance of this DPS Agreement and any Contract with a minimum limit of indemnity of one (£1,000,000.00) million for each individual claim.
Liability Requirements	Suppliers limitation of Liability as per Clause 18 of the Contract Terms;
Customer billing address for invoicing:	<p>All invoices submitted must outline the grades, roles and rates that reflect those submitted in the tender in Attachment 4 – Pricing Schedule.</p> <p>REDACTED INFORMATION</p>

GDPR	Contract Terms Schedule 7 Processing, Personal Data and Data Subjects
Alternative and/or additional provisions (including Schedule 8(Additional clauses)):	<p>The Customer has confirmed that the Supplier has a current and valid Generic Security Assurance Document (GSAD) in place and is acceptable in order for projects to commence. The Customer reserves the right to request an updated GSAD at any point during this contract.</p> <p>All transfers of personal data to and from the Customer must meet the Customers security standards.</p> <p>Any transfers of data to and from the Supplier and a subcontractor must meet the Customers security standards, using PGP encryption software or equivalent.</p>

	<p>Data must be processed in the United Kingdom of Great Britain and Northern Ireland.</p> <p>The Supplier will need to destroy personal data relating to the project within one month of data collection completion.</p> <p>The Supplier must destroy all other data relating to this project at the end of project or when instructed to do so by the Customers project manager.</p>
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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:
Customer:**

For and on behalf of the

Trinh Tu
Research Director
Name and Title:

Name and Title:

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Signature:

Signature:

Date: 25/02/2020

Date:

ANNEX A

Customer Project Specification

PURPOSE

The core purpose of this contract is to allow the Customer to commission projects at short notice to meet the evidence need for Universal Credit Full Service (UCFS).

The development of UCFS is based upon agile principles and the Customer needs the flexibility to commission projects as determined by the UC Programme and Policy. The nature of these projects demand a short lead time from commissioning to delivery of findings and require a flexible approach from contractors to meet this requirement.

DEFINITIONS

Expression or Acronym	Definition
UC	Universal Credit
Full Service	The UC Full Service, currently being expanded, is a fully digital service where claimants make and maintain a claim online. It has a wider eligibility criteria than the UC Live Service.
ITT	Invitation to Tender

SCOPE OF REQUIREMENT

The UC research contract is designed to meet the demands of the fast paced call for evidence that is driving the agile development of the Full Service. Therefore, the contract is designed to have flexibility to allow the Customer to commission work as requests and priorities change over the expected three-year duration of the project. This contract will be the second of its type. The first contract fully met these requirements.

In practice the Customer will commission immediate priorities for work but retain the ability to re-focus as demand for new priorities emerge. This means that this Contract will allow the flexibility to change direction as priorities dictate. Due to the nature of Full Service this flexibility will enable the Customer to meet the demands asked by the Customers policy customers.

The projects commissioned under this contract will be those that can't be completed in house because of resource constraints or because it requires a particular area of expertise. This project is not aimed at a single research project, but a programme of responsive research and evaluation. The intention is to build the capability for the UC research team to respond quickly for a call for evidence to support Full Service.

There is funding for the first year of the contract. Subsequent funding will be sought for the remaining years of the contract but is not guaranteed. The Customer cannot guarantee that all funding will be used in the first year.

THE REQUIREMENT

Work relating to this Contract will cover but is not restricted to:

Vulnerable claimants and their experience of UC and how this facilitates a move back into employment.

Digital capability – UC is accessed in large part on line however this can be a problem for some people.

Self-employment - what issues do claimants face when looking to increase income? Self-employment has been a new and growing area of interest for the Customer.

The move from legacy benefits and tax credits to UC. What are the barriers for claimants making this transition for their UC claim?

However, these projects are only an outline of the type of work the Customer would be looking to commission. UC is a very dynamic policy area where the Customer have to prioritise competing demands for evidence often running a number of projects in parallel.

There is a large body of work conducted in house by the UC research team on both the live service – the original UC evaluation strategy and full service the digital delivery of UC. Some of the projects listed may be undertaken in house, others by the Supplier and some in collaboration, these will be decided by discussion with the Supplier and determined by demand from the Customers own policy customers as well as by resource within the team to handle primary research.

During the lifetime of the contract the type and range of project the Customer expect to commission will be small qualitative projects with staff and claimants; larger survey related work and bespoke projects that demand skills that the Customer does not have in house. There is likely to be other projects that have not yet been considered but will be a policy priority over the life of the contract.

The Supplier and the Customer will undertake negotiations to determine the timescale and priority of the work involved. While the Customer anticipates a number of projects over the lifetime of the contract the Customer may not commission a project immediately. The Customer would expect the Supplier to take a flexible approach to the commissioning process. Some projects will have a long lead time, while others will be commissioned within a few days and results expected within a week or two weeks of completion of field work. The Customer would also expect the Supplier to be the Customers expert to advise on projects and their feasibility. All of this work will be included within the budget.

The timeline for each project will be determined by discussion with the Supplier but guided by deadlines demanded by the Customer. Typical project milestones are included in the table below however, these are only indicative.

KEY MILESTONES AND DELIVERABLES

MILESTONE	Description	Timeframe
1	Initiation and set up	Two weeks of initial discussion.
2	Development of fieldwork instruments	Two weeks
3	Fieldwork	Two to three weeks
4	Initial reporting of findings – usually by presentation to the department	Draft findings as soon as possible after completion of fieldwork.
5	Draft report	Within a month on completion of fieldwork
6	Final report.	Two weeks from receipt of comments from the Customer.

Following Contract milestones/deliverables shall apply:

The timing for each of these stages will be driven by the type and complexity of the individual project. For a demanding short term project, the time between stage 1 and 5 could be two or three weeks, the Customer could allow longer for the final report; on the other hand for a more complex project the timing could be highly variable lasting several months and possibly more steps in the set up and reporting stage. A project may require more than one wave of field work, which could be separated by several months. Any invoicing schedule would mirror these deadlines.

In order to fulfil the contract the Customer would expect the Supplier to have all of the resource and skills in house or can demonstrate the ability to partner with other suitable organisations. The Customer requires a lead point of contact for the duration of the Contract and any extension. The Supplier will respond quickly to requests from the Customer for projects to be conducted, often setting up and starting fieldwork within a couple of weeks. The Customer will also require longer term planning for projects.

Critical success factors:

Speed of turnaround: the agile development happens at a very quick pace. The Customer anticipates that many of projects they commission will require findings to be fed back within a few days or possibly a week or two to ensure they are still relevant and have the opportunity to influence design of IT.

Flexibility: priorities change quickly and the Customer often won't be able to plan topics, samples etc. for projects until a week before they are due to take place. Sometimes the Customer might need to cover multiple topics at once, other weeks may be less busy, and the Supplier will be expected to bring additional staff onto the project as required.

Thoroughness: despite the speed of work, findings will need to comprehensively cover both detailed and strategic-level issues. The Supplier will need to quickly identify and flag up things that may cause problems with the delivery of Universal Credit. Effective knowledge management will be required to handle the volume of findings generated and clearly draw out themes. The Customer are open to suggestions on how this can be achieved.

Value for money: the Supplier will need to demonstrate creative ways of keeping actual costs to a minimum, whilst still delivering the quality of output required.

Action-focused recommendations: the Customer need findings to do more than just identify issues or successful approaches; the Supplier must work with the Customers staff and stakeholders to get a solid understanding of the policy and delivery intent, such that they are able to include specific recommendations alongside findings.

Creativity: the Customer needs the Supplier to use appropriate techniques to secure meaningful input and findings from a range of audiences.

The Supplier shall obtain participants informed consent to take part in the research and consent to having their anonymised responses shared with the Customer. The approach to obtaining informed consent from prospective research participants will be agreed between the Supplier and the Customer before the commencement of fieldwork. The Supplier will send the final informed consent statement used to the Customer for approval before the fieldwork begins.

The Customer intends to link data from the survey to wider administrative datasets, for further analysis by the Customer's analysts. In order to do this, the Customer requires the consent of survey respondents for their data to be linked. The approach to obtaining this consent shall be agreed between the Supplier and the Customer before the commencement of fieldwork. The Supplier shall provide anonymised survey data to the Customer to facilitate any data linking and subsequent analysis.

This ITT contains a number of different requirements. The Customer requires proven expert knowledge on a range of methodological approaches both qualitative and quantitative. The Customer are also open to experimental designs and mixed methods approaches, and would particularly welcome innovative approaches to research and ways of delivering results that have maximum impact.

MANAGEMENT INFORMATION/REPORTING

The Supplier and the Customer are to agree research outputs to include a minimum of:

A summary of preliminary findings from each project the format to be agreed upon Contract Award but will include short evidence notes, slide packs and formal reports of a quality to be published by the department. Reports will be required on a case by case basis.

VOLUMES

Projects allocated will be on an ad hoc basis. Volumes of work are not guaranteed.

QUALITY

The Supplier shall adhere to Social and Market Research and Data Protection standards.

The Supplier shall have sound processes for quality assurance in place.

STAFF AND CUSTOMER SERVICE

The Supplier will provide a sufficient level of resource throughout the duration of the UC Full Service Survey Contract in order to consistently deliver a quality service to all Parties.

The Supplier's staff assigned to the UC Full Service Survey Contract shall have the relevant qualifications and experience to deliver the Contract.

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

Proposals should also detail appropriate succession planning/cover plans for any personnel changes during the programme, which are to be approved by the Customer.

SERVICE LEVELS AND PERFORMANCE

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

The Supplier will have sound processes for quality assurance in place and should demonstrate their internal procedures to assure and control quality in all aspects of the study. This Customer will measure the quality of the Supplier's delivery against the following:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Project management	Specified and clearly defined procedures for working closely with the Customer through regular updates	100%
2	Quality assurance	Specified and clearly defined procedures for quality assuring methodological design proposals	100%
3	Quality assurance	Fieldwork quality control procedures, including details of how interviewers are trained and briefed, how response rates are maximised, and how interviewer and respondent error is managed	100%
4	Managing complaints	Specified and clearly defined procedures in place for handling complaints from potential and actual respondents.	100%
5	Research Design	The Supplier shall deliver signed-off qualitative and quantitative research instruments, and fieldwork timeline to agreed deadlines	100%
6	Quantitative fieldwork	<p>The Supplier shall achieve the target number of respondents delivered to agreed deadlines. The Supplier shall take all reasonable steps to:</p> <ul style="list-style-type: none"> • Ensure that the required number of respondents (at an overall level and for agreed subgroups) is achieved. • Maximise response as outlined in their proposal, and review with the Customer as appropriate throughout fieldwork. 	100%

7	Qualitative fieldwork	The Supplier shall achieve the target number of interviews, with agreed sample, achieved by agreed deadlines. The Supplier should take all reasonable steps to ensure that the required number of qualitative interviews (at an overall level and for agreed subgroups) is achieved.	100%
8	Analysis and interim presentation for quantitative research	The Supplier shall deliver and present a slide pack on headline findings from the quantitative research.	100%

In the event of poor performance through failure to deliver the KPI's to time and of appropriate quality, the Customer shall meet with the Supplier to understand the root causes of the issue. The Supplier shall formulate a Performance Improvement Plan to rectify the issues and meet the requirements.

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

If poor performance continues, following formal written warning, early termination of the Contract will also be considered

The Customer will monitor the work of the Supplier throughout the Contract through regular contact between the Supplier and the Customer's day to day contact.

The Customer will manage poor performance by the Supplier as set out in the terms and conditions of the Contract.

SECURITY AND CONFIDENTIALITY REQUIREMENTS

REDACTED INFORMATION

PAYMENT AND INVOICING

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

Payment shall be made within 30 days of correctly submitted invoice as outlined above.

CONTRACT MANAGEMENT

Contract management activities shall be undertaken by the Customer in partnership with the Supplier.

The Customer shall assign a Project Manager for the purposes of this research from within the Customer's Universal Credit Analysis Division.

Attendance at Contract Review meetings shall be at the Supplier's own expense.

LOCATION

REDACTED INFORMATION

ANNEX B

Supplier Proposal

- REDACTED INFORMATION

Part 2: Contract Terms

Please refer to Attachment 5 RM6018-Contract-terms.