



OFFICIAL

Crown
Commercial
Service

The National Infrastructure Commission

and

Mori Limited

A Contract

for

NIA Phase 2 Social Research

Reference: CCZZ17A33

SUBJECT TO THE CALL-OFF TERMS AND CONDITIONS OF UK SHARED BUSINESS SERVICES LTD. PRECEDENT FRAMEWORK AGREEMENT

FOR THE PROVISION OF MARKET RESEARCH SERVICES FRAMEWORK MR130001

ORDER FORM

Framework Agreement

FROM

Customer	The National Infrastructure Commission (“NIC”),
Service Address	The location of the Services will be carried out at the offices of the Provider. However frequent meetings will need to take place with the Customer either at the Provider’s offices or at the Customer’s offices in REDACTED locations as appropriate.
Invoice Address	REDACTED REDACTED REDACTED REDACTED
Contact Ref:	CCZZ17A33
Contract Value	The contract value will be capped at £86,000.00 The Customer reserves the right to pay only for services rendered following receipt of approved invoices. Payment will be made upon the delivery of contract milestones and in line with the contract rate card.
Contract Duration	The contract will expire upon completion. This is expected to be approximately four (4) months.
Order Number	To be confirmed
Order Date	To be confirmed

TO

Provider:	Mori Limited
For the attention of: E-mail Telephone number	REDACTED
Address	REDACTED

1. SERVICES REQUIREMENTS

Services and deliverables required:

The Customer requires research to obtain a national-level understanding of public views on the different issues transport, energy, water and wastewater, digital communications, solid waste and flood risk management, although local-level differences must still be considered.

The Research will contain three components as outlined below:

Literature review on all 5 topics.

For each topic reviewed, the review should focus on identifying

- Methodologically robust previous research which it is recommended that the Customer should consider as part of its work and;
- Evidence gaps for the Customer to consider as part of the workshops and polling to be undertaken as part of this requirement. In addition to those potential sources set out in the tender documentation the Customer will supply materials and links which it is already aware of.

Whilst the review needs to be of high quality, it will not need to be as extensive as an academic literature review, and will be used as an internal reference point for the Customer policy team in understanding the available social research evidence base.

Workshops exploring different infrastructure topics.

These topics will be supplied to the Provider, but will be based on the consultation questions posed in the Authority's interim report. The workshops must be spread geographically across England and ensure that the views received provide a nationally-representative snapshot.

There must be 8 different events. The Customer will give a small number of its staff and Commissioners the opportunity to attend and view these events in some capacity.

A nationally representative poll

The poll must explore the infrastructure topics provided to the Provider.

The Customer requires the literature review component of the requirement conducted first, as its outcomes will be used to decide which issues to probe in the workshops and poll. The poll shall follow the workshops to test qualitative insights using robust quantitative methods.

The aims of this social research are to:

- Add to the Customer's evidence base on the public's attitudes to different infrastructure policy issues and their potential solutions. This will influence the analysis for the NIA and its eventual recommendations.

- Serve as one of the major ways of engaging the public about the National Infrastructure Assessment (NIA) and the key policy issues being explored within it, in addition to the formal written consultation processes.
- Provide the Customer with content which it may use to publicise the organisation, the NIA and particular issues through its website, Twitter page and other public channels.

The results of the workshops and poll must be written up into a final report. This final report, must include a summary, capture what the Provider judges to be the most significant insights that they have identified and show consideration of how these could impact the Customer's analysis and recommendations as it prepares the NIA. Providing that the Customer judges these areas to have been sufficiently covered, there is no pre-set word or page count required for this report and the final report will be published.

Continuous Improvement

The Provider will be expected to give due consideration to the way in which the required Services are to be delivered throughout the Contract duration and can be continually improved.

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.

Staff and Customer Service

The Customer requires the Provider to provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service to all Parties at value for money.

Provider's staff assigned to the Contract shall have the relevant qualifications, experience and expertise to deliver the Contract. In particular, the senior management of the project should comprise of individual(s) with a track record of delivering large social research projects.

The Provider shall not replace staff members in the team which was assembled and presented in the bidding process without informing and obtaining consent from the Customer

The Provider 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.

Security Requirements

Due care must be taken by the Provider to protect the confidentiality of all analysis and outputs (including in development, draft and interim phases) relating to this requirement, to avoid pre-empting the Customer's placement of the final report or any information about the work into the public domain.

All analysis and outputs in the requirement are commissioned by, and will be delivered by, the Provider exclusively to the Customer. Analysis and outputs must not be shared or discussed with any party other than the Customer without its explicit consent.

The Provider will provide the services in line with their proposal of 11th December 2017 an extract of which is below.

REDACTED

(1.2) Commencement date: The contract will commence on Monday 8th January 2018

(1.3) Price

The Contract value is capped at £86,000.00 exclusive of VAT.

The Customer reserves the right not to spend the entire budget and payment will be made in line with the rate card below and the costs submitted at tender an extract of which is below:

Activity	Cost
REDACTED	REDACTED

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables and will be paid monthly in arrears.

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs in line with the rate card below.

Role	Daily Rate (7.5 hours)	Half Day Rate	Hourly Rate
	£	£	£
REDACTED	REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED	REDACTED

Rates will remain firm for the duration of the contract.

(1.4) Completion date

The contract will expire upon completion. This is expected to be approximately four (4) months.

2 ADDITIONAL REQUIREMENTS

(2.1) Supplemental requirements in addition to Call-Off Terms and Conditions:

Intellectual Property Rights (IPR)

All analysis (including in development, draft and interim phases) used to generate the outputs should be provided to the Customer for future use. This includes raw datasets produced following the literature review, workshops and poll. This analysis, and the interim and final report and

literature review, will be the property of the Customer. The Provider must not disclose either the literature review or the final report (either in part or in full) to any third parties prior to publication by the Customer, unless the Customer gives express consent to do so.

Notwithstanding the above, the Provider retains full ownership and intellectual property rights in all techniques, models, processes, tools, methodologies and know-how, (including without limitation all databases, computer programs and software, processes, formulae, tools, models, algorithms and products, proposals survey questionnaires, data files and other forms used in the fieldwork) that are used, created or developed in connection with the Services ("Provider IP")

(2.2) Variations to Call-Off Terms and Conditions

Not used at award.

3. PERFORMANCE OF THE SERVICES AND DELIVERABLES

(3.1) Key personnel of the Provider to be involved in the services and deliverables:

For the Provider:

REDACTED

For the Customer:

REDACTED

-

(3.2) Performance standards

Key Milestones

The Provider should note the following milestones that the Customer will measure the quality of delivery against.

Milestone	Description	Timeframe
1	Project inception meeting	By Friday 5 th January 2018
2	Project plan outlining approach	By Friday 12 th January 2018
3	Interim literature review of selected topics	By Friday 19 th January 2018
4	Literature review of selected topics complete	By Wednesday 31 st January 2018
5	Workshops and poll complete	By Friday 23 rd March 2018
6	Interim final report	By Friday 30 th March 2018

Service Levels and Performance

The Customer will measure the quality of the Provider's delivery by the following key performance

indicators (KPIs):

KPI/SLA	Service Area	KPI/SLA description	Target
1	Reporting	Provision of weekly progress updates to the Authority contract manager via meetings or telephone	98%
2	Contract Management	Dedicated point of contact response to an Authority communication within 48 working hours.	99%
3	Service Delivery	Adherence to all milestones	100%

Where the Customer identifies poor performance against the SLA's, the Provider shall be required to attend a performance review meeting. The performance review meeting shall be at an agreed time no later than 5 working days from the date of notification at an agreed location and a Service Improvement Plan will be agreed.

Where the Provider fails to provide a Service Improvement Plan or fails to deliver the agreed Service Improvement Plan to the required standard, the Customer reserves the right to seek early termination of the contract in line with Appendix C - Terms and Conditions.

The Customer agrees to work with the Supplier to resolve service failure issues. However, it will remain the Provider's sole responsibility to resolve any service failure issues.

(3.3) Location(s) at which the services are to be provided:

The Services will be carried out at the Provider's premises.

(3.4) Quality standards

The Customer will publish the final report and will be looking to cite the findings from all three proposed components in its publications and the final NIA. The methodological approach taken and final report will need to stand up to scrutiny from other experts in social research, including those from the Government's Economic and Social Research (GESR) profession.

The Provider will adhere to ISO 27001, ISO 9001, ISO 20252, and the General Data Protection Regulation (GDPR) and MRS code of conduct.

(3.5) Contract monitoring arrangements

The Provider must update the Customer on project progress on at least a weekly basis via a meeting or phone call, including to flag any issues or early findings.

Ad hoc contract management meetings may need to take place during the agreement.

4. CONFIDENTIAL INFORMATION

(4.1) The following information shall be deemed Commercially Sensitive Information or

OFFICIAL

Confidential Information

Provider's pricing

Provider's tender response

Points of contact

Research Outputs will only be shared out the contracting parties with the express written consent of the Customer.

BY SIGNING AND RETURNING THIS ORDER FORM THE PROVIDER AGREES to enter a legally binding contract with the Customer to provide the Service specified in this Order Form together with, where completed and applicable, the mini-competition order (additional requirements) set out in section 2 of this Order Form. Incorporating the rights and obligations in the Call-Off Terms and Conditions set out in the Framework Agreement entered into by the Provider and UK SBS on 24.02.2014 and any subsequent signed variations to the terms and conditions.

For and on behalf of the Provider

Name and Title	
Signature	
Date	

For and on behalf of the Customer

Name and Title	
Signature	
Date	