

DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: Letter of Appointment



Defra on behalf of Environment Agency

Dear Sir/Madam,

Letter of Appointment

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

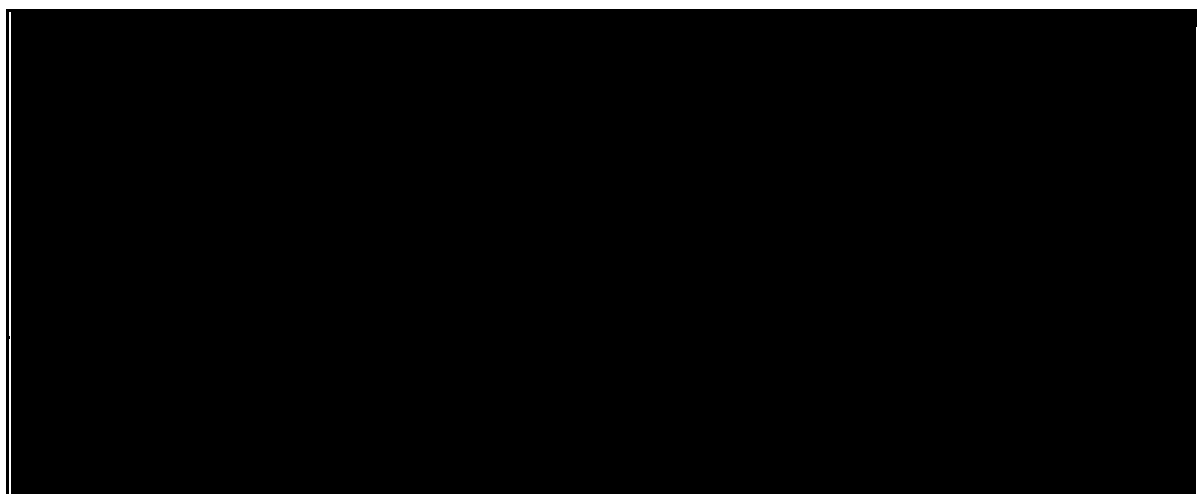
Capitalised terms and expressions used in this letter have the same meanings as in the Contract Terms unless the context otherwise requires.

Order Number:	Defra Project_ 33690/ecm 62467
From:	Defra on behalf of Environment Agency (EA) ("Customer")
To:	Market & Opinion Research International Ltd (Ipsos MORI. C/O CFO-IPSOS MORI, Thomas More Square London. E1W 1YW ("Supplier"))

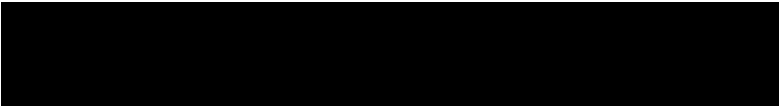
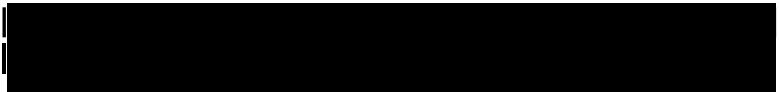
Effective Date:	28th September 2021
Expiry Date:	End date of Initial Period 31st March 2022

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Services required:	Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by: 1. The Project Specification (Annex A) 2. The Suppliers Proposal (Annex B); 3. Part 3 Annex A-C
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[Guarantor(s)]	

Contract Charges (including any applicable discount(s), but excluding VAT):	£69,550.00
	

	
Customer billing address for invoicing:	APinvoices-ENV-U@gov.sscl.com 

GDPR	See Schedule 7 (Processing, Personal Data and Data Subjects in the Standard Terms & Conditions for the Contract
Alternative and/or additional provisions (including Schedule 8(Additional clauses)):	Part 3 Annex A -C

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:

Name and Title:

Signature:

Signature:

Date:

Date:

ANNEX A

Customer Project Specification

1. Brief Description

- 1.1. This project will survey farmers in relation to the wider evaluation of the Catchment Sensitive Farming (CSF) programme. The results will build on previous surveys to assess changes in the attitudes of farmers over time.
- 1.2. The Environment Agency (EA) is looking for a market research agency who are professional members of the Market Research Society and who have experience in research with members of the agricultural community.

2. Business Objectives

- 2.1. The overall business objective of CSF is to reduce water and air pollution from agriculture. One of the main ways the project aims to achieve this is by changing farmers' attitudes towards and understanding of the agricultural sources of pollutants and ways to mitigate against them. The farmer telephone survey allows the Environment Agency to assess changes in farmers' attitudes contributing to the achievement of this objective.

3. Research Objectives

- 3.1. This survey is part of the wider CSF evaluation framework. Results will be used along with information provided by Catchment Sensitive Farming Officers about delivery of advice; information on the extent of advice uptake; and environmental (water quality) monitoring and modelling.
 - 3.2. The 2021 survey will provide:
 - an updated assessment of the impact of the CSF project on awareness, understanding, attitudes and behaviour in CSF catchments on farmers who have been engaged with by the project;
 - a continued assessment of the awareness of Countryside Stewardship (CS), specifically in relation to its water quality objectives;
 - a continued assessment of farmers' awareness of CSF support to Countryside Stewardship; and
 - insight into the motivation of farmers who have taken action to reduce water and/or air pollution from farming through engagement with CSF.
 - 3.3. The 3 broad research objectives are to:
 - measure changes in awareness and attitudes of the target audience;
 - understand and explain changes in behaviour and how these are affected by CSF; and
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- understand the effectiveness of different approaches to engage farmers with pollution issues.

4. The Specific Research Objectives are:

4.1. *Farmer Awareness and Attitudes:*

- i. to measure awareness and attitudes of farmers to the CS scheme and its water quality objectives;
- ii. to measure and understand awareness of the role of CSF advice in supporting CS delivery and other Defra schemes/land management guidance (such as Farming Rules for Water);
- iii. to measure changes in awareness and attitudes amongst engaged farmers to CSF within continuing CSF catchments;
- iv. to measure the number of farmers in existing CSF catchments and in the CS programme who meet the outcomes of this project; and
- v. to provide insight into: (a) how farmers decide whether to 'accept' an advisor and place their trust in them and; (b) their subsequent motivation for taking action to reduce water pollution from farming through engagement with CSF.

4.2. *Changes in Farmer Behaviour*

- to identify intended actions to address water pollution among groups of farmers within existing CSF catchments and CS high and medium priority areas;
- to identify recent actions taken to address water pollution among groups of farmers within existing CSF catchments and CS high and medium priority areas;
- to report on the key influences (whether a combination of the different engagement mechanisms or one specific element that influenced attitudes and/or behaviour);
- to report on the extent to which positive actions can be attributed to CSF; and
- to report on the influence of CSF advice in supporting CS (prompted application; influenced which scheme elements were applied for; influenced which specific options were applied for; helped ensure successful application).

4.3. *Supporting Information*

- 4.3.1. The Catchment Sensitive Farming (CSF) programme (formerly known as the England Catchment Sensitive Farming Delivery Initiative - ECSFDI) aims to raise farmer awareness of the nature of, and problems caused by, pollution from agriculture. It uses a range of measures including advice and incentives to target priority catchments in England. Each priority catchment has a

Catchment Sensitive Farming Officer (CSFO) who uses various methods (e.g. seminars, workshops, demonstration sites, farm walks, newsletters and farm visits) to encourage farmers and other rural land managers to manage land, so as to mitigate diffuse pollution from fertilisers, slurry, sediment and pesticides.

- 4.3.2. Phase 1 (2006 – 2008) targeted 40 Priority Catchments. Phase 2 (2008 – 2011) targeted an additional 10 Priority Catchments and Phase 3 (2011 – 2014) a further 15 Priority Catchments. The project also delivers advice in selected catchments through partnerships with a range of other organisations (these are known as Catchment Partnerships). In 2015, CSF was reorganised to align with areas under the (then) new Countryside Stewardship (CS) scheme. Across England, farmers within areas under CS that have been prioritised as high or moderate priority for the impact of water pollution from agriculture can apply for incentives to mitigate the impact of diffuse pollution. From 2020, the scheme was expanded to include options for mitigating the impact of air pollution from agricultural activity.
- 4.3.3. Research has been carried out since 2007 as part of the overall evaluation of the project. Starting with a baseline survey in 2007, the survey was designed to measure awareness, understanding and behaviours towards diffuse pollution from agriculture. Since then, 10 follow-up surveys have been carried out to measure changes in awareness, understanding, and behaviour as a result of CSF. The survey includes trend question areas, which have remained stable between surveys. In several surveys, we have also included bespoke questions that have been requested by the project to answer specific areas of interest.
- 4.3.4. From 2015, the survey was extended to include an assessment of awareness of the new Countryside Stewardship (CS) scheme and CSF's role in supporting it. In 2017 the survey was further extended to include questions on the Farming Rules for Water. This survey will be further extended to include questions on the expanded role of CSF in relation to air quality. Future surveys form an ongoing comparison with the 2015 baseline results.
- 4.3.5. Therefore, the aim of the 2021 survey will be to measure the number of farmers in existing CSF catchments and in new Countryside Stewardship areas who are:
- a) aware of both water and air pollution from farming as an issue in general;
 - b) aware of water and/or air pollution as an issue that affects them;
 - c) believing that water and/or air pollution is caused by the activities of farmers;
 - d) aware of CS/CSF and the help that is available through CS/CSF/CSF Officer to assist them to reduce water, and/or air pollution from farming;
 - e) with a favourable attitude to the help available through CS/CSF;
 - f) aware of the Farming Rules for Water;
 - g) taking action to be compliant with the Farming Rules for Water;
 - h) confident that they can take action to reduce water and/or air pollution;
 - i) who understand what action they could take to reduce water and/or air pollution;
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- j) that are aware of the grants/land management agreements available and their attitudes to take-up; and
- k) the likelihood of taking action to reduce water and/or air pollution.

5. Research Approach

- 5.1. The contract is for a telephone survey of 1,050 farmers made up from a number of different strata, including:
 - farmers from across High/Medium CS Areas for water; and
 - farmers from within the existing CSF catchments (sample taken from Priority Catchments 1 to 65) who have received advice (event / one to one).
- 5.2. Comparability with previous surveys is essential in order to track and measure the impact of CSF within continuing catchments and Countryside Stewardship areas.
- 5.3. The contractor will need to work closely with the Environment Agency's project manager to design the survey; define the required farmer "samples"; and design the survey questionnaire. Survey design must permit comparisons in response between:
 - a) those who have received one to one advice through CSF and those who have not;
 - b) farmers within CS high and farmers within CS Medium areas; and
 - c) farmers within the existing CSF Catchments and those within CS high/medium priority areas that were not previously formally within CSF.
- 5.4. The survey questions will be based around those used in previous surveys. The design must allow statistical comparisons with previous surveys. As an indication, previous surveys comprised 39 questions, most of which were closed with up to 4 open questions. Quoted costs must include analysis of all closed and open questions, plus the anonymization of open comments if necessary.
- 5.5. Through the surveys conducted to date, we have developed an extensive dataset of farmers' responses and changes over time. The contractor will be required to apply a statistically-robust analysis (using SPSS or equivalent) to the survey results in order to report with confidence both changes over time and differences between the sample strata (e.g. recipients of one to one and event advice; recipients of advice in CSF catchments and new Stewardship areas).
- 5.6. The following meetings will be required: (1) set-up meeting; (2) regular project update calls with the EA project manager; (3) virtual debrief meeting with the EA project team; and (4) virtual end of project wash-up meeting with the EA project manager.

6. Sample Selection

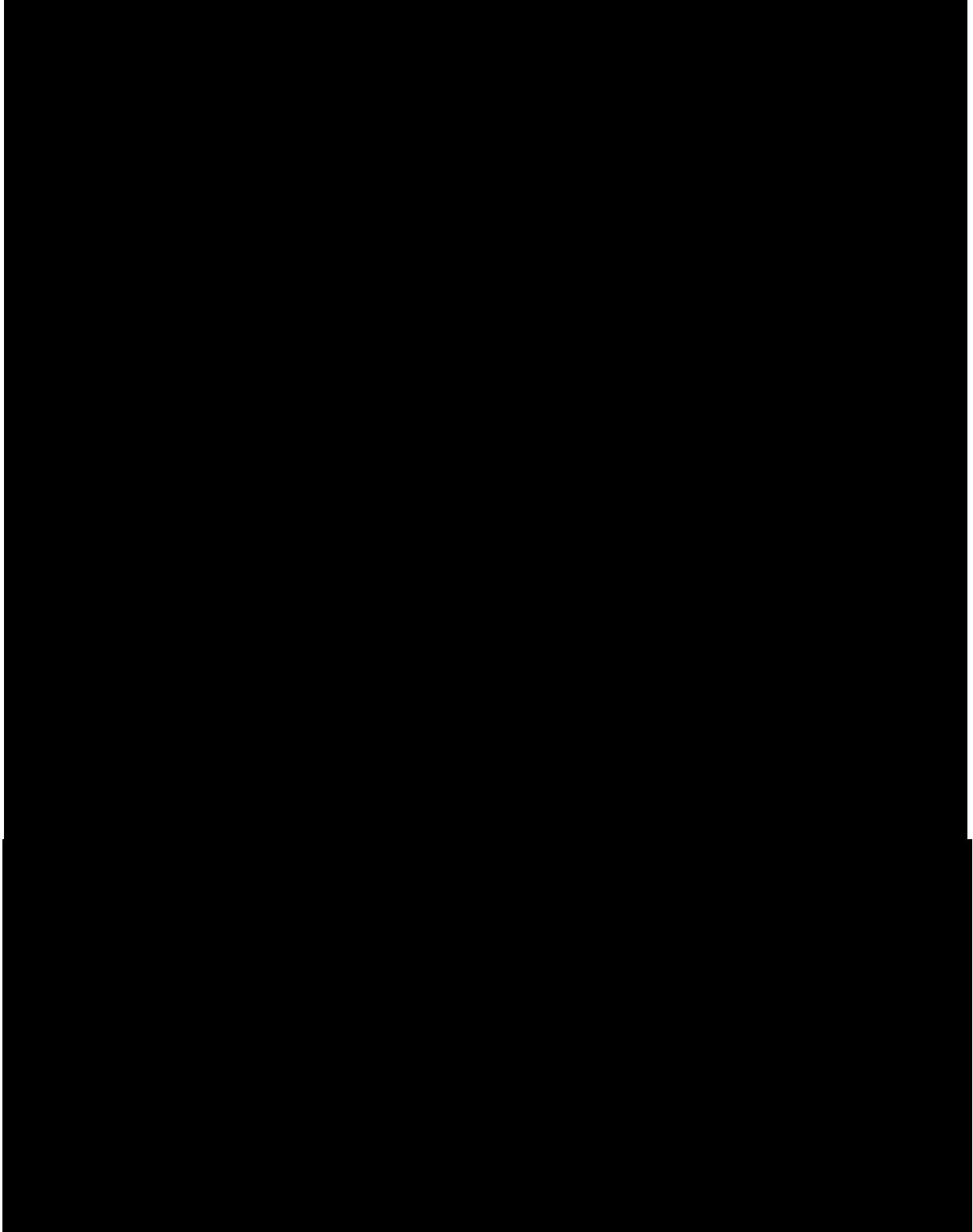
- 6.1. Data provision and analysis will comply with data protection laws. The contractor will liaise with the Defra Statistics team and complete and sign a confidentiality statement. This specifies that the farmer data can only be used by this project and details how the data can be handled, used and reported. Survey samples will be securely provided by the Defra Survey Unit (samples of farm holdings within catchments) and the Environment Agency (samples of farmers that have received one to one advice / attended a CSF or Catchment Partnership event). Samples will be provided as spreadsheets with a field containing a unique holding reference (CPH number).
- 6.2. The contractor will write to a maximum of 2,500 selected farmers to obtain the required sample of 1,050. The letter will notify selected farmers of the survey and provide them with a privacy notice. This letter will be drafted in collaboration with colleagues at the Environment Agency.
- 6.3. The full data specification will be discussed with the successful supplier at the project set-up meeting.

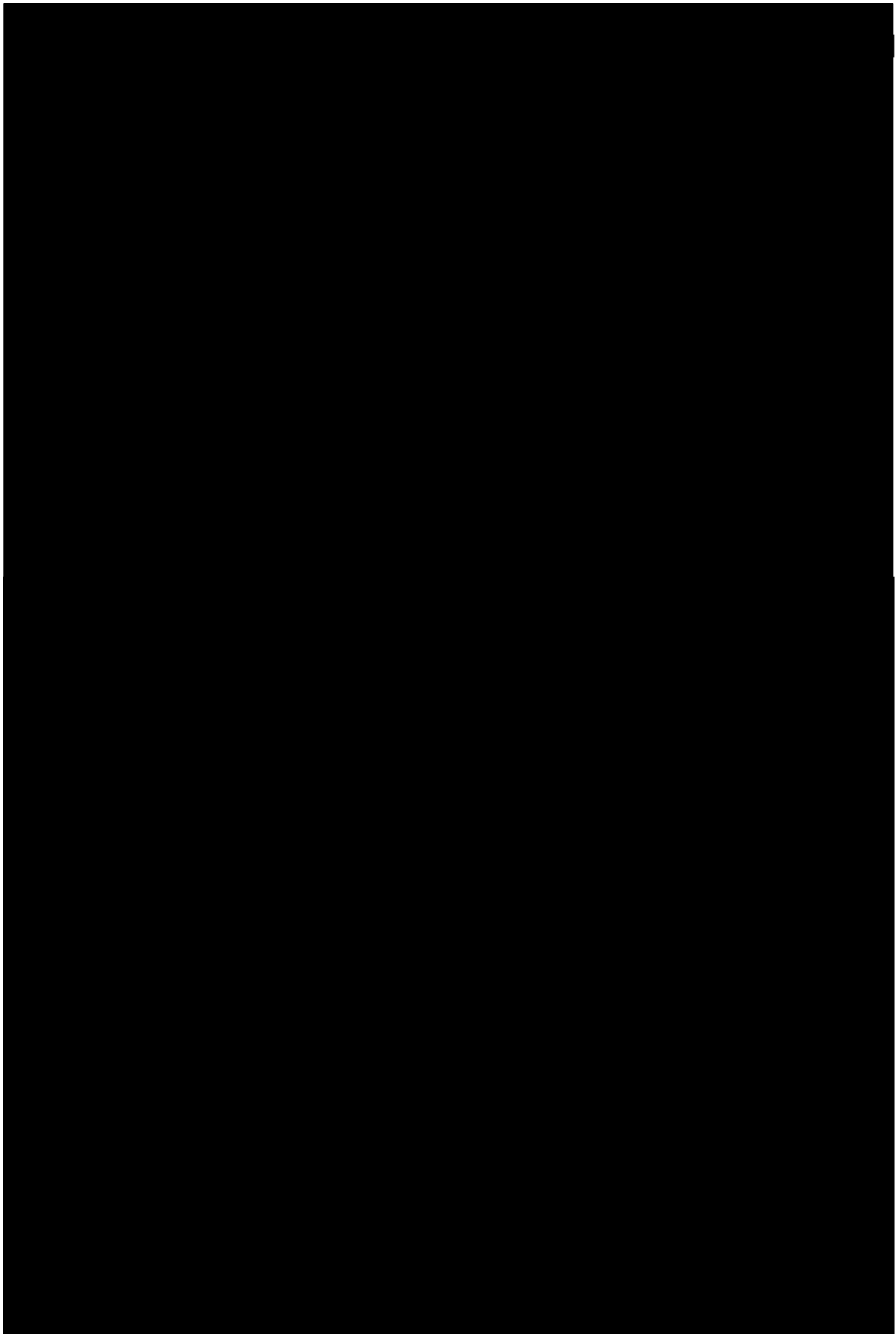
7. Outputs

- 7.1. There are a number of reporting requirements and we will discuss a full reporting specification with the successful supplier at the project set up meeting. A summary of our reporting requirements is below:
 - i. Full survey report addressing each of the research objectives (in Word) - this may be published on Natural England's CSF website;
 - ii. Summary MS PowerPoint presentation - to be used to communicate the research findings across the CSF project; and
 - iii. Copy of the dataset (in Excel).
- 7.2. The contractor must also provide the Environment Agency's project manager with the following information, which is required by the Defra Survey Unit:
 - average time taken per respondent to complete the survey
 - total number of farmers called/contacted
 - total number and nature of any complaints received

All outputs, products and results produced under this contract shall be the property of the Environment Agency.

ANNEX B



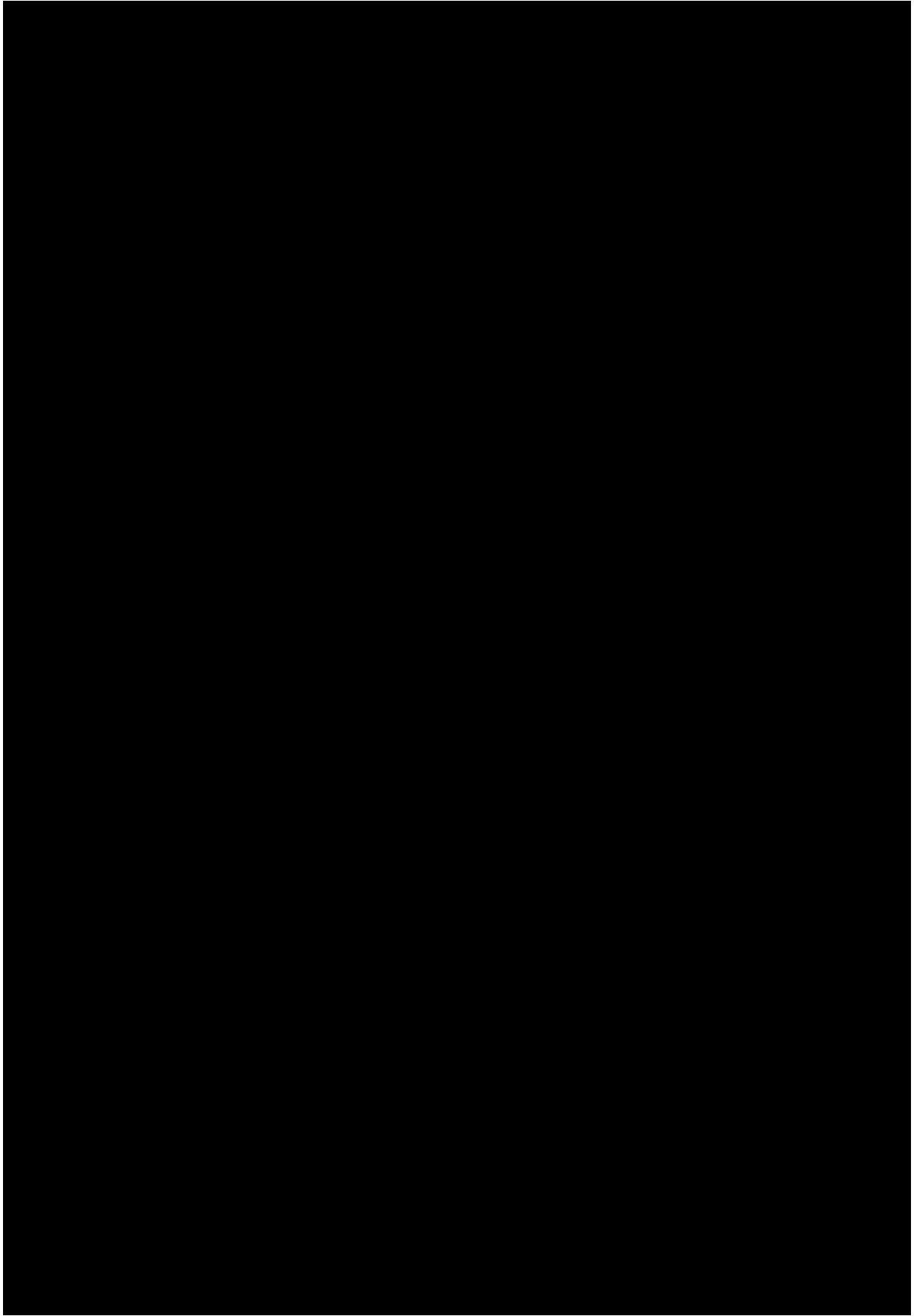


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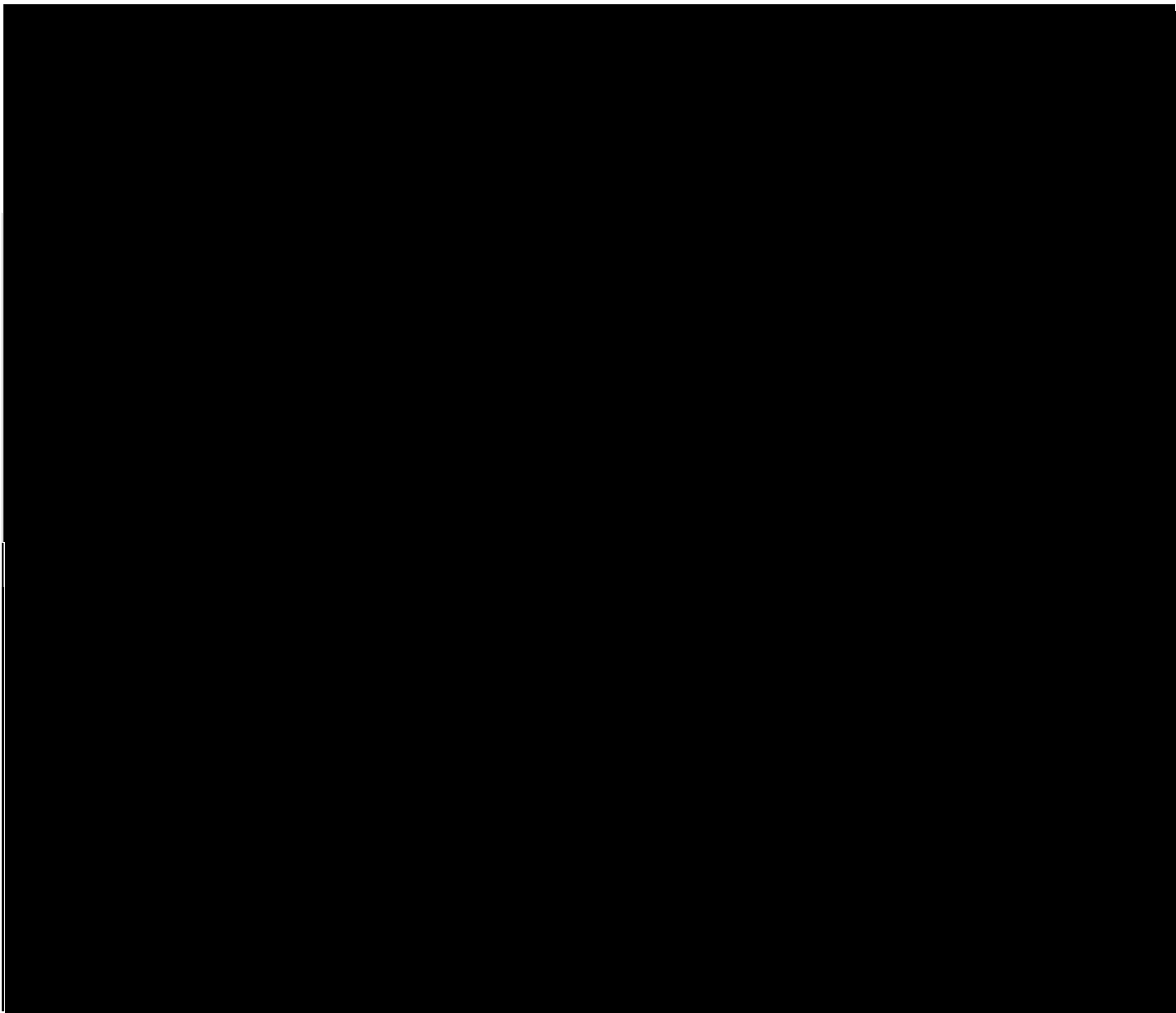
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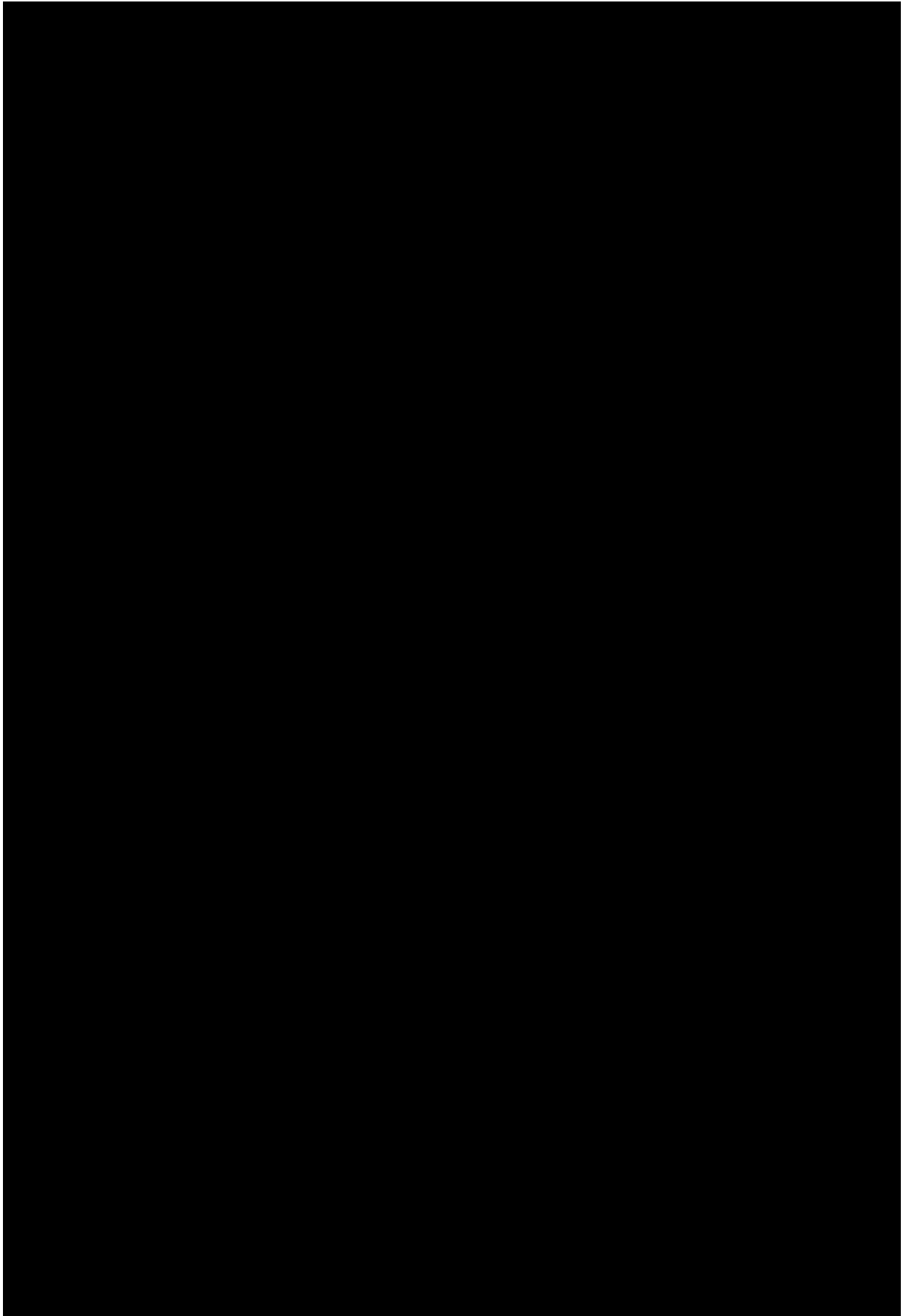


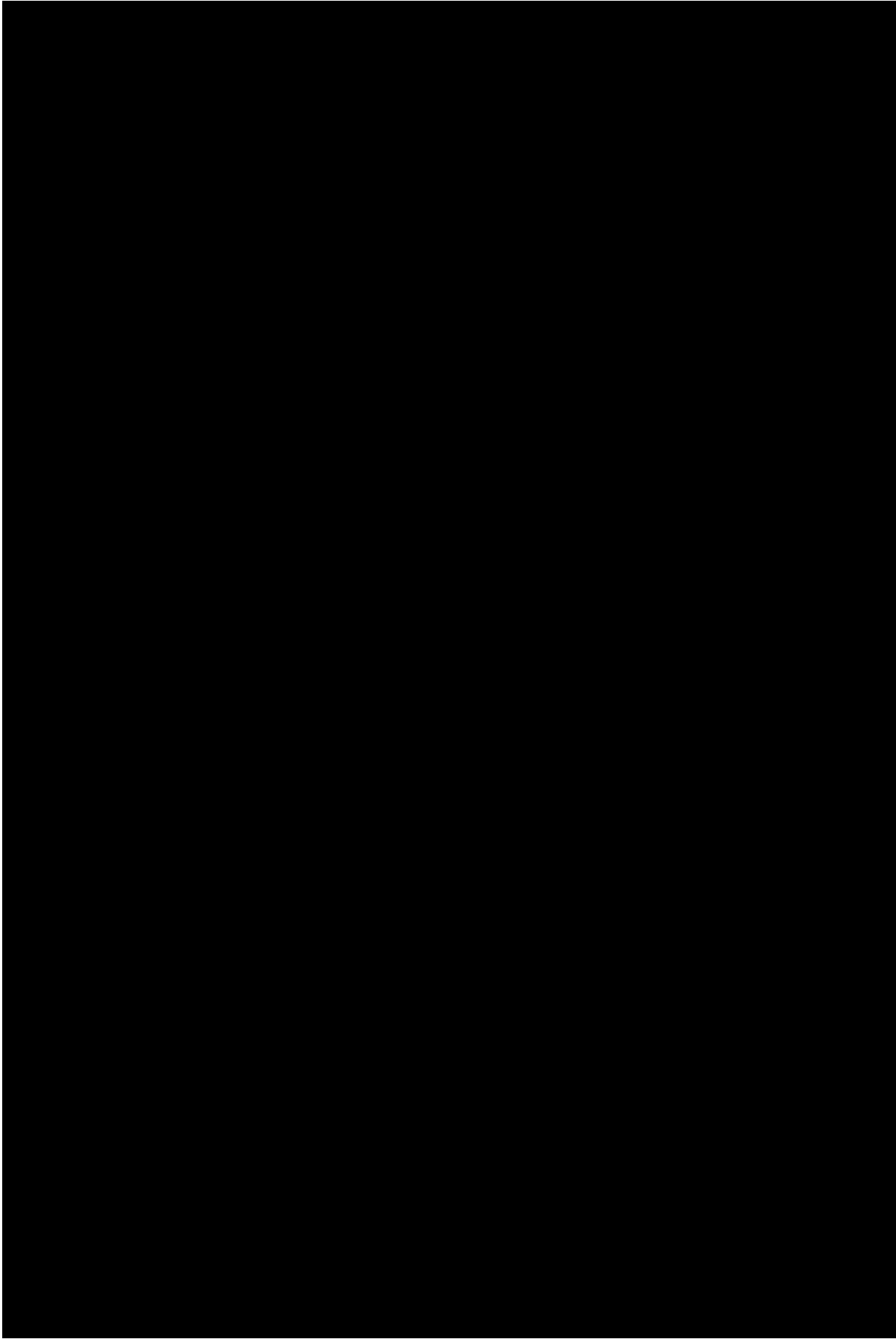
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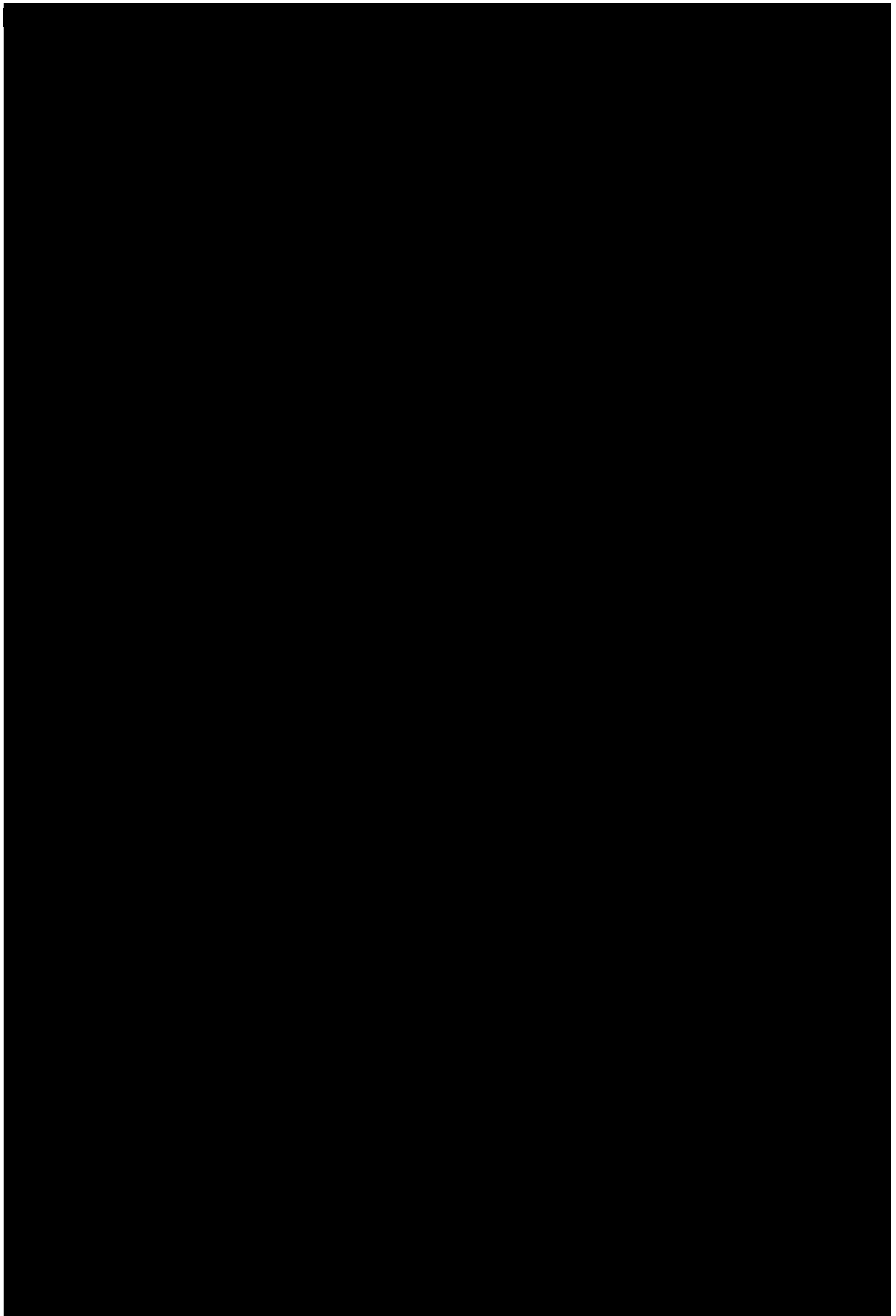
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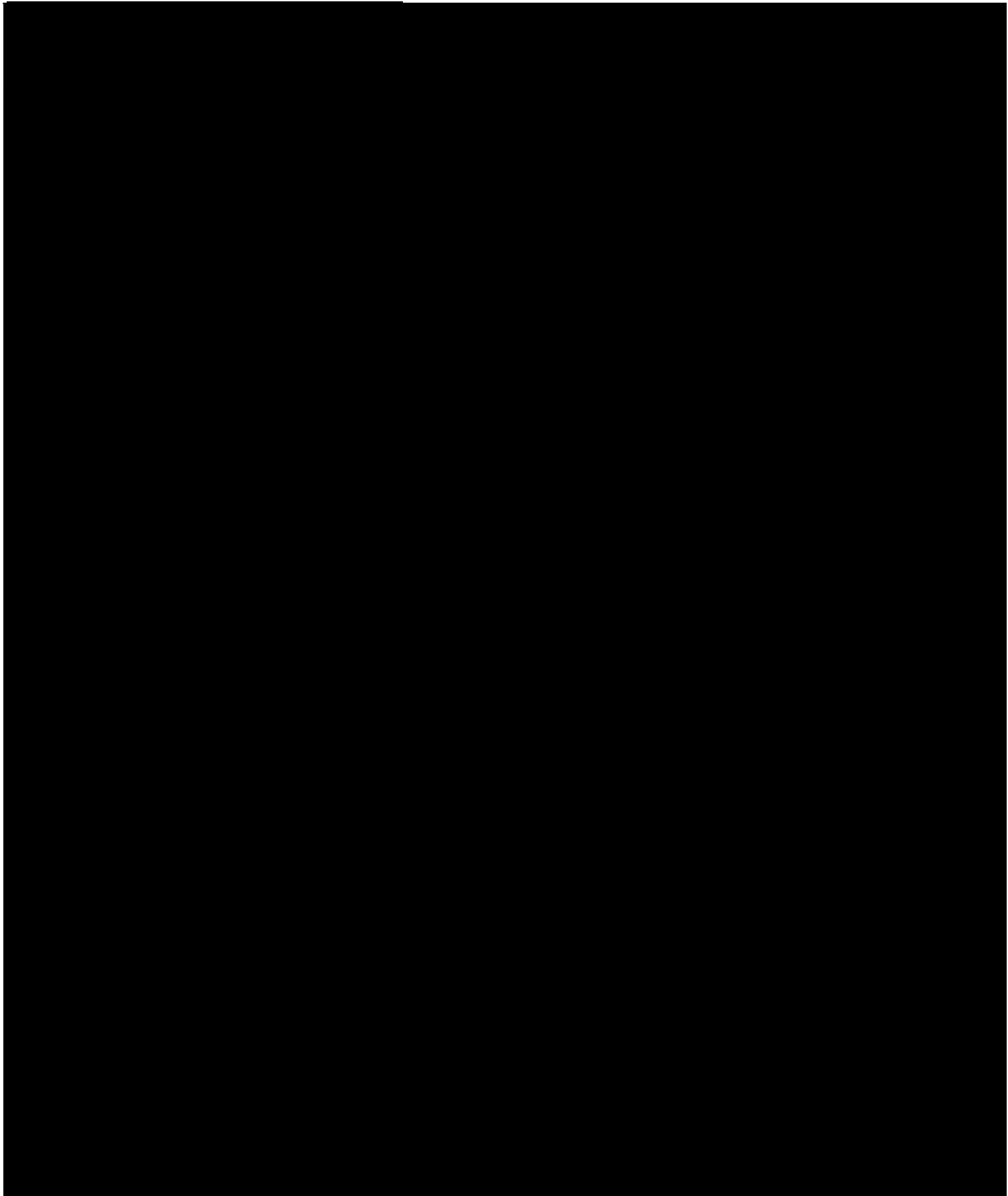


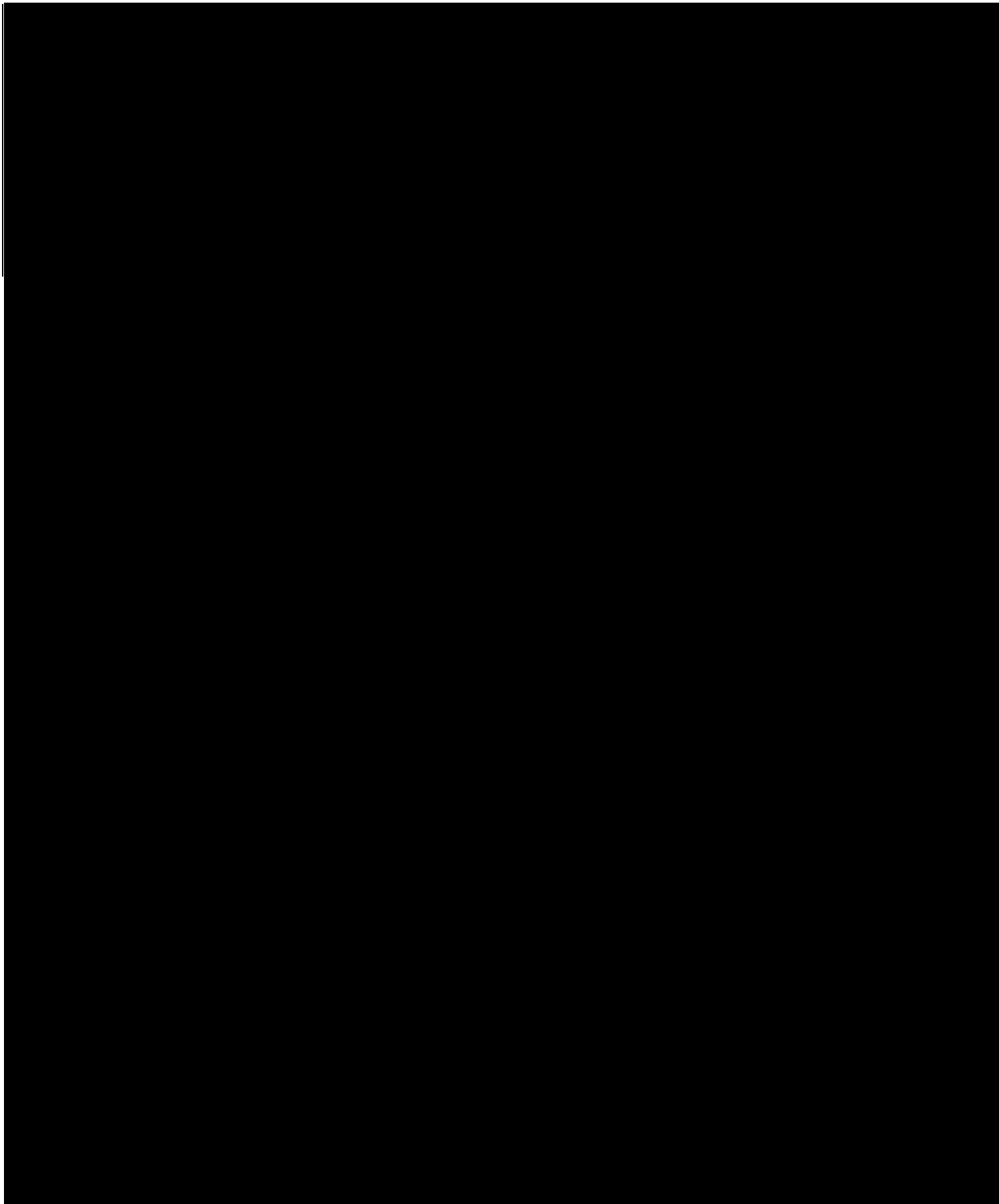


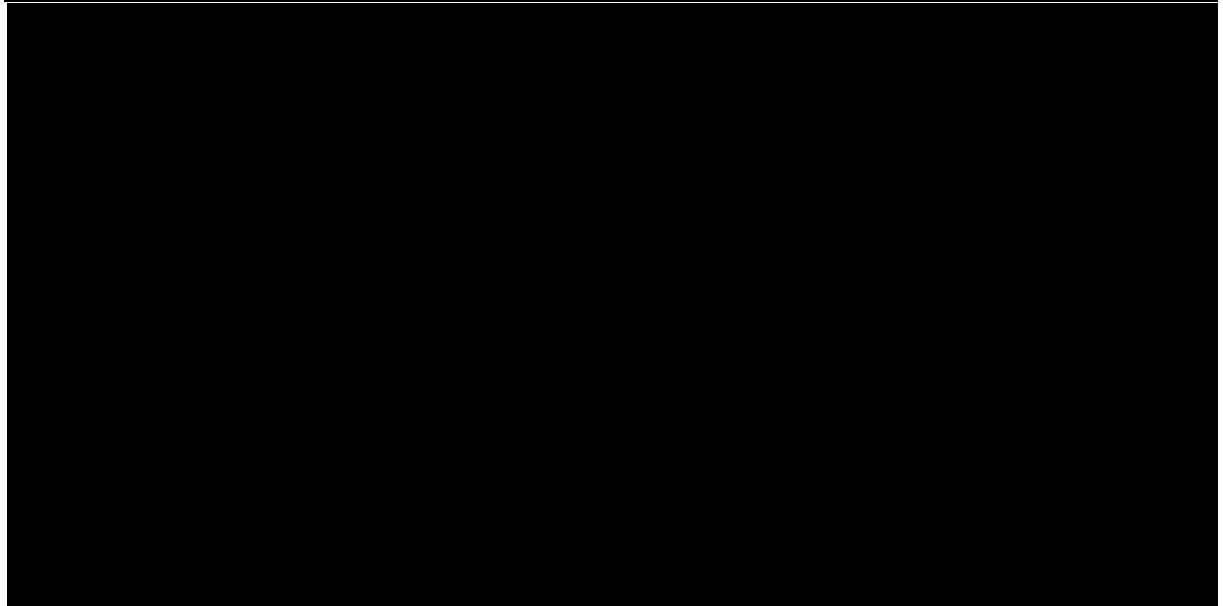
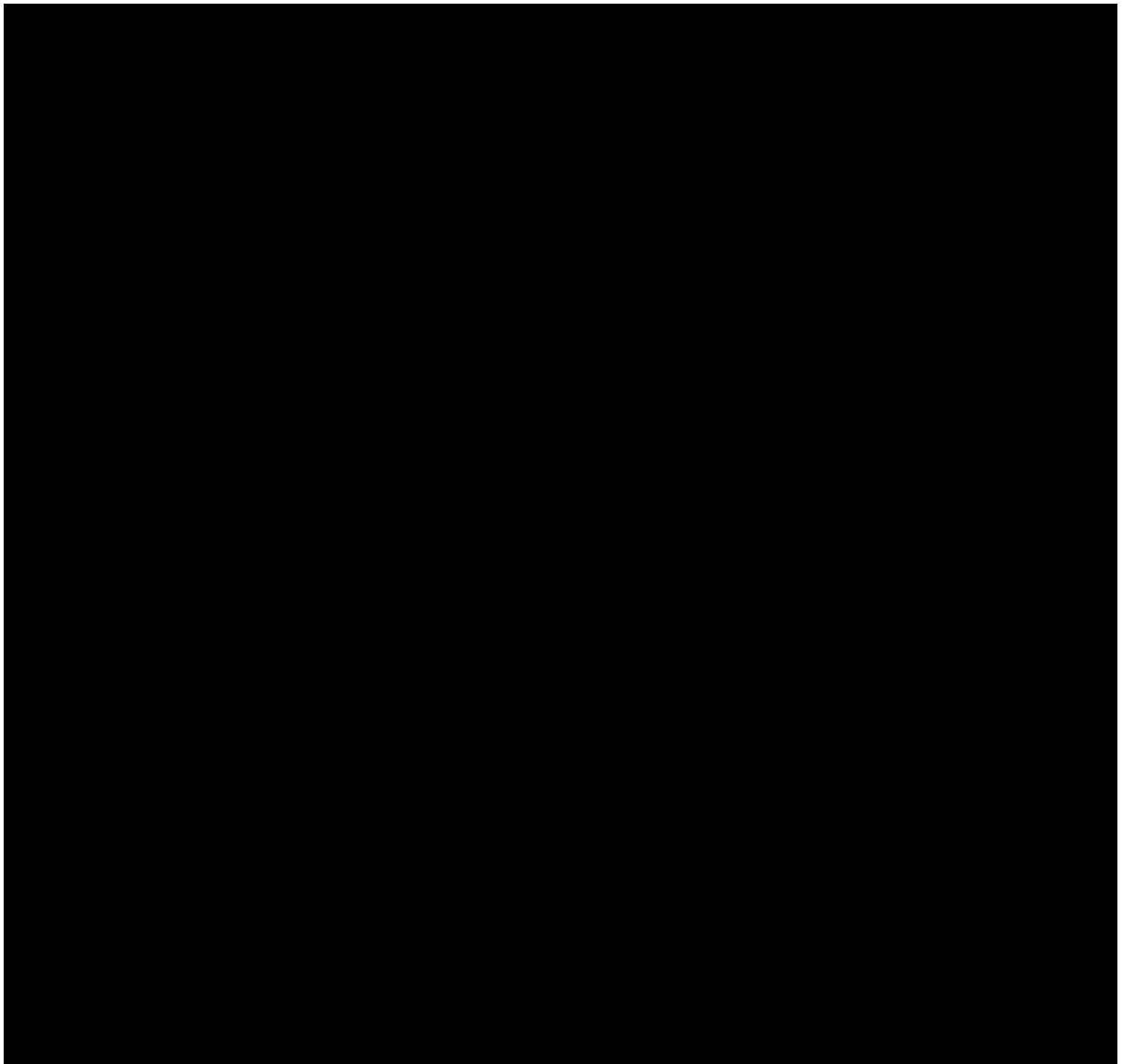


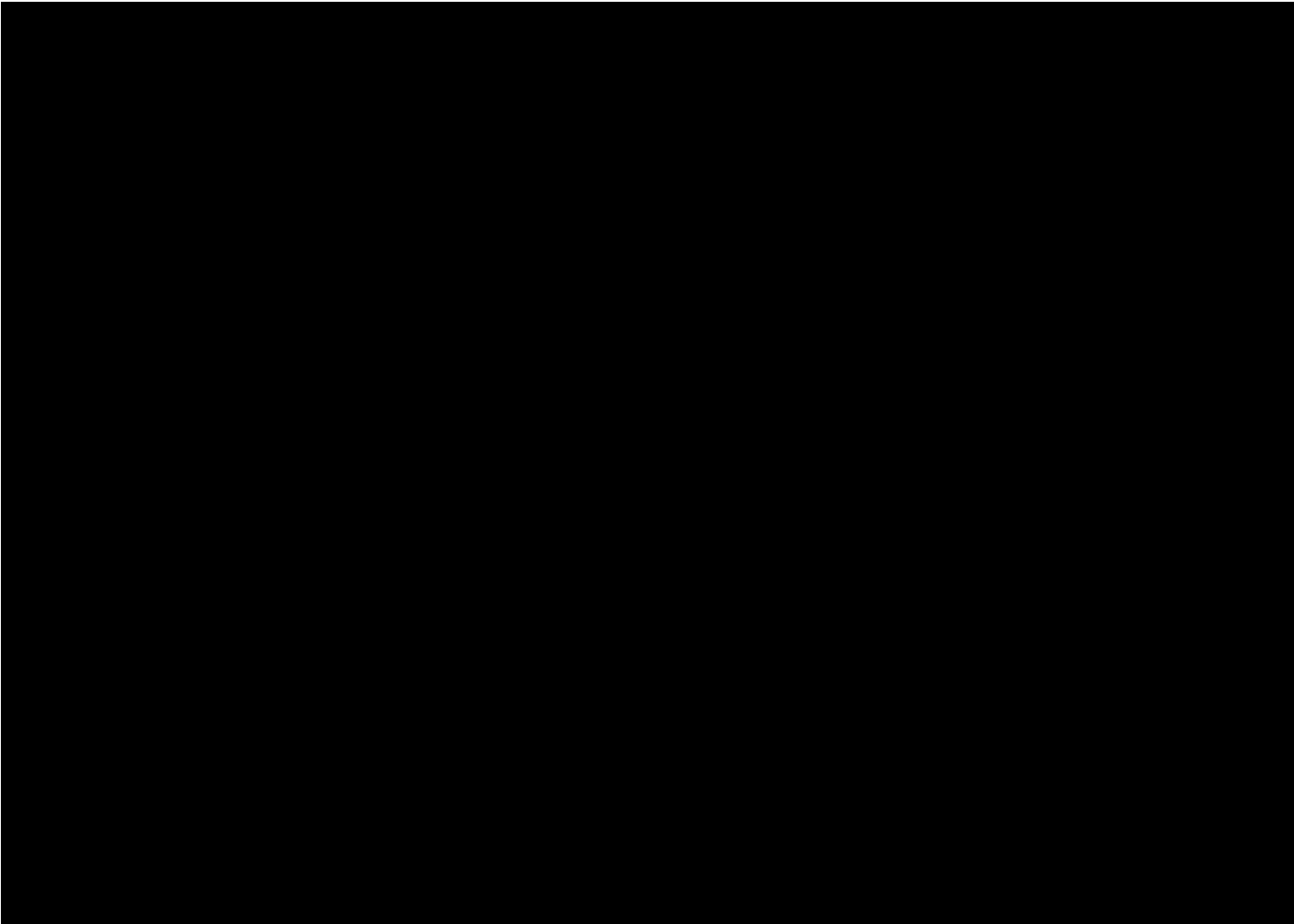
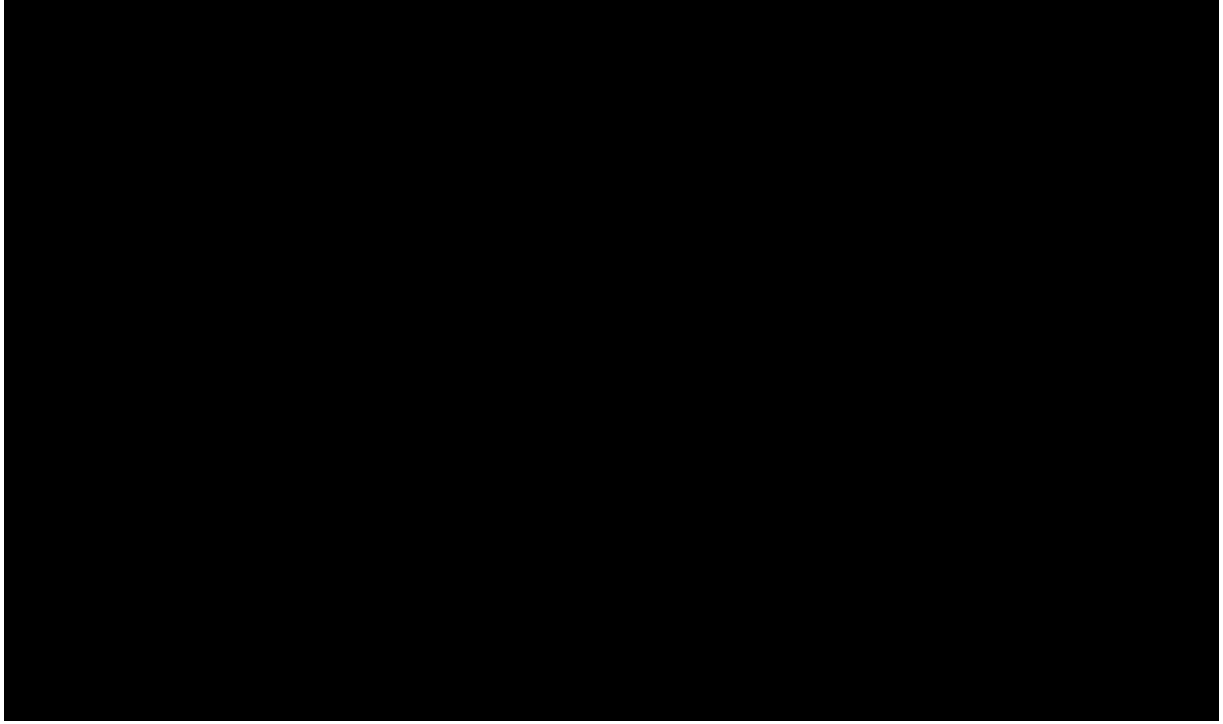


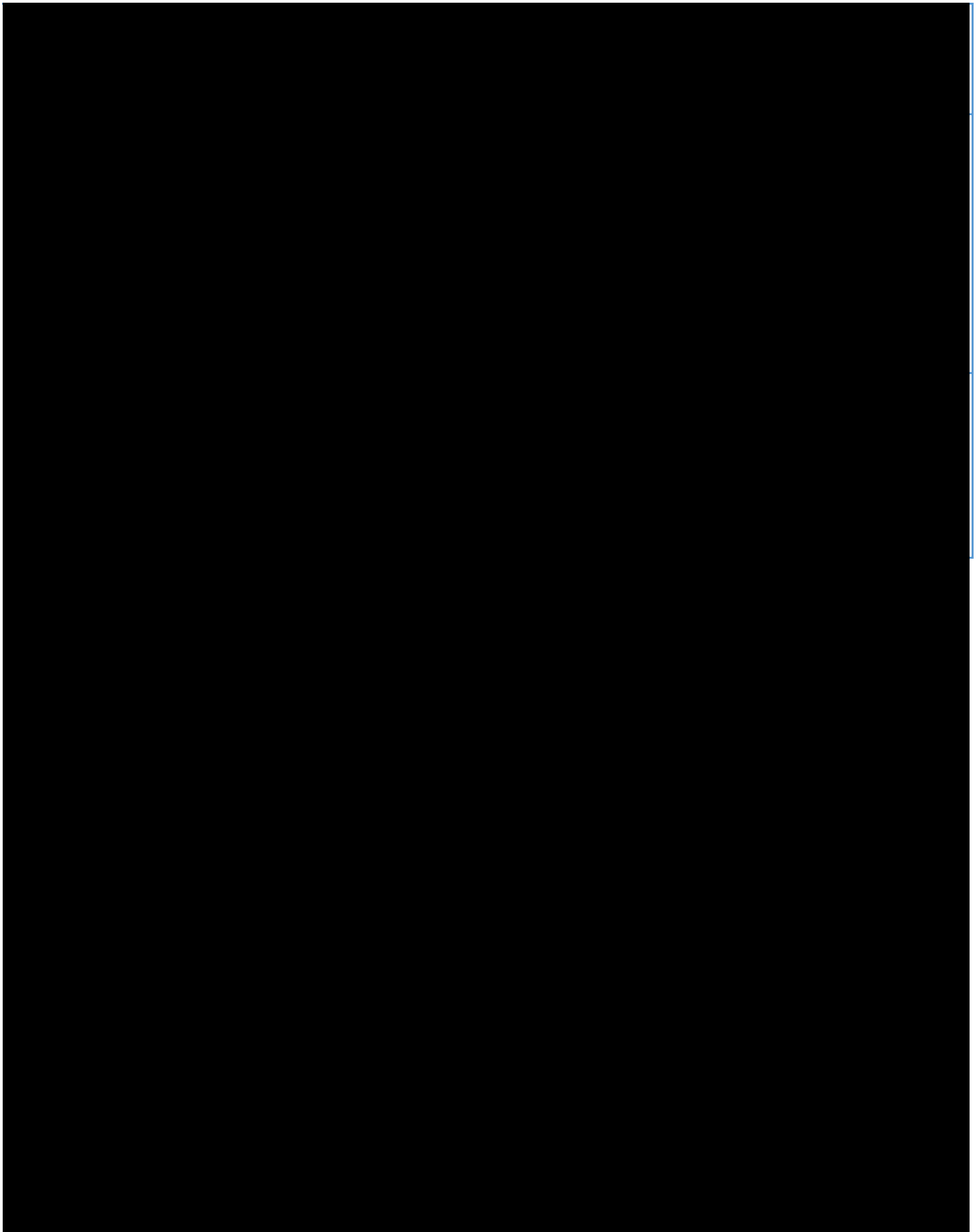


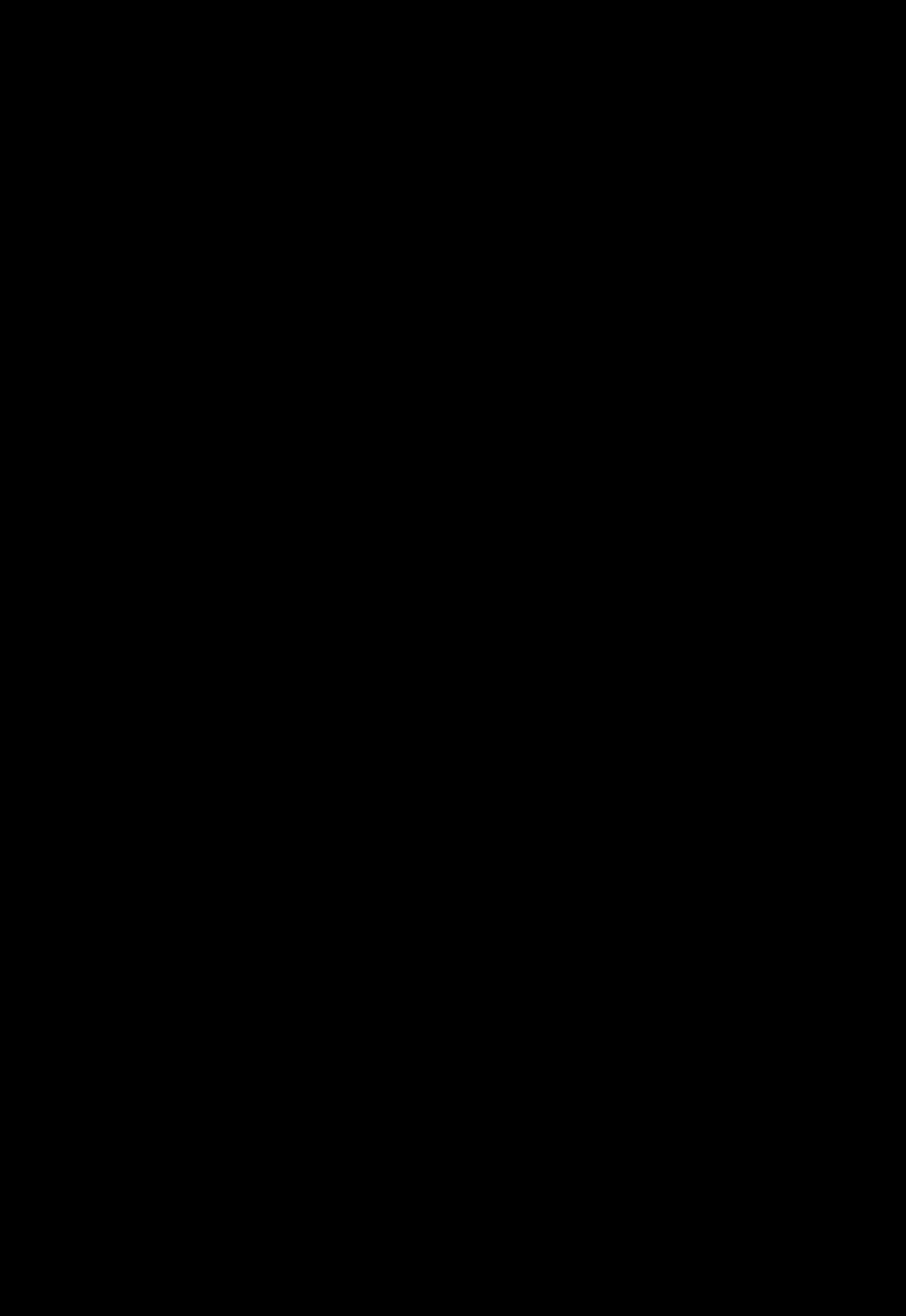














Part 2: Contract Terms



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Part 3 Annex A

Governance and Contract Management

1. The quality of the service provided will be regularly monitored by the Authority against the elements outlined in Section 5 and Section 6 below.
2. An official within the Environment Agency will act as the Project Officer responsible for the day-to-day management of the contract. The Supplier will appoint a Project Manager who will act as the principal point of contact for the Environment Agency. Tenderers may propose consortium or subcontracting arrangements but should provide a single manager responsible to the Environment Agency for fulfilment of the contract and for liaison with the Environment Agency's contact.
3. The Supplier will be required to provide the Project Officer with regular progress updates. The form of these updates will be agreed in the inception meeting but is likely to involve weekly project management telephone meetings or emails initially, changing to every two weeks or a month when project is well-established. The Supplier will also agree to make all reasonable efforts to meet with Environment Agency officials as and when required.
4. Following completion of a deliverable a 'Post-Assignment Feedback' review will be undertaken with key members of the programme team to discuss what was achieved, what went well and any opportunities for improvement on future assignments.
5. The Supplier shall meet the agreed deadlines for delivery of the project deliverables and will notify the Authority without delay if there is a risk that they may be unable to meet this deadline. Tenderers should provide an assessment of risks and countermeasures in a risk management plan as part of their submission.

6. Efficiencies and Continuous Improvement in Service Lifetime

- 6.1. During the Contract, the Contractor shall look to develop, maintain, and improve efficiency, quality and where possible provide a reduction in charges to enhance the overall delivery of the Contract.
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6.2. The Contractor shall have an ongoing obligation throughout the Contract to identify new and potential improvements to the Services which shall include, but are not limited to:

- New or potential improvement which enhances the quality, responsiveness, procedures, methods and/or customer support services; and
- Changes in business processes and ways of working that would enable the Services to be delivered at lower costs and /or at greater benefits to the Authority.

7. Performance Management

7.1. Key Performance Indicators (KPIs) are essential in order to align supplier performance with the requirements of the Authority and to do so in a fair and practical way. KPIs have to be realistic and achievable; they also have to be met otherwise indicating that the service is failing to deliver.

7.2. The Contract shall be managed in accordance with the Authority's Terms and Conditions and KPIs under the Performance Management Framework.

The proposed KPIs are set out in Part 3 Annex B and C respectively

Additional Terms and Conditions to be included in the Framework terms.

General Data Protection Regulation (GDPR) addendum to specification

Protection of Personal Data addendum to specification

In order to comply with the GDPR, which came into force on 25th May 2018, the contractor must agree to the following:

- You must only process the personal data in strict accordance with instructions from the Environment Agency.
 - You must ensure that all the personal data that we disclose to you or you collect on our behalf under this agreement are kept confidential.
 - You must take reasonable steps to ensure the reliability of employees who have access to personal data.
 - Only employees who may be required to assist in meeting the obligations under this agreement may have access to the personal data.
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- Any disclosure of personal data must be made in confidence and extend only so far as that which is specifically necessary for the purposes of this agreement.
- You must ensure that there are appropriate security measures in place to safeguard against any unauthorised access or unlawful processing or accidental loss, destruction or damage or disclosure of the personal data.
- On termination of this agreement, for whatever reason, the personal data must be returned to us promptly and safely, together with all copies in your possession or control.

GDPR

For the purposes of the legislation the Environment Agency is the data controller.

The personal information that we have asked you provide on individuals (data subjects) that will be working for you on this contract will be used in compiling the tender list and in assessing your offer. If you are unsuccessful the information will be held and destroyed within two years of the award of contracts. If you are awarded a contract it will be retained for the duration of the contract and destroyed within one year of the contract's expiry.

EA will monitor the performance of the individuals during the execution of the contract, and the results of our monitoring, together with the information that you have provided. This will be used in determining what work is allocated under the contract, and in any renewal of the contract or in the award of future contracts of a similar nature. The information will not be disclosed to anyone outside the Agency without the consent of the data subject, unless the Agency is required by law to make such disclosures.

These provisions will apply to any person provided by yourselves to do work for us in addition or substitution after the contract has been awarded.

Copyright and Confidentiality

Unless otherwise indicated, the copyright in all of the Documentation belongs to the Agency, and the Documentation is to be returned to the Agency with your tender. The contents of any Documentation released for the purposes of this contract must be held in confidence by the Contractor; and not disclosed to any third party other than is strictly necessary for the purposes of completing the project. You must also ensure that a similar obligation of confidentiality is placed upon any third party to whom you may need to disclose any of the Documentation for the purposes of the Contract.

Accuracy of Documentation

You should check all documentation; should any part be found to be missing or unclear you should immediately contact the Agency at the address given in the covering letter. No liability will be accepted by the Agency for any omission or errors in the documentation which could have been identified by you.

Amendments to Documentation

Prior to the date for return of tenders, the Agency may clarify, amend or add to the documentation. A copy of each instruction will be issued by the Agency to every Tenderer and shall form part of the documentation. No amendment shall be made to the documentation unless it is the subject of an instruction. The Tenderer shall promptly acknowledge receipt of such instructions.

Freedom of information Act

The Environment Agency is committed to open government and to meeting its responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted to us may need to be disclosed by us in response to a request under the Act. We may also decide to include certain information in the publication scheme which we maintain under the Act. If you consider that any of the information included in your tender, or any other information that you have submitted, is commercially sensitive, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may be required to disclose it under the Act if a request is received. Please also note that the receipt of any material marked 'confidential' or equivalent by the Agency should not be taken to mean that we accept any duty of confidence by virtue of that marking. If a request is received, we may also be required to disclose details of unsuccessful tenders.

Part 3 Annex B

PERFORMANCE MANAGEMENT FRAMEWORK

1. Overview of the PMF

- 1.1. As part of the Authority's continuous drive to improve the performance of all Contractors, this PMF will be used to monitor, measure and control all aspects of the Supplier's performance of contract responsibilities.
- 1.2. The PMF purpose is to set out the obligations on the successful Contractor, to outline how the successful Contractors performance will be monitored, evaluated and rectified for performance.
- 1.3. The Authority may define any reasonable performance management indicators for the Contractor under the following categories:
 - Contract Management
 - Delivery and Support
 - Quality of Service
- 1.4. The above categories are consistent with all Contract awards allowing the Authority to monitor Contractor' performance at both individual level and at the enterprise level with the individual Contractor.

2. Management of the PMF

- 2.1. Key Performance Indicators (KPIs) shall be monitored on a regular basis and shall form part of the contract performance review. Performance of KPI's will be reported by the Contractor to the Authority on monthly basis. The Contractor shall detail performance against KPIs in Monthly Reports and at quarterly Contract Meetings with the Authority, who will review this and make comments if any.
 - 2.2. The Contractor shall maintain their own management reports, including a Risk and Issues Log and present these as requested by the Authority at any meeting requested by the Authority.
 - 2.3. Any performance issues highlighted in these reports will be addressed by the Contractor, who shall be required to provide an improvement plan ("Remediation Plan") to address all issues highlighted within a week of the Authority request.
 - 2.4. Key Performance Indicators (KPIs) are essential in order to align Contractor's performance with the requirements of the Authority and to do so in a fair and
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practical way. KPIs must be realistic and achievable; they also have to be met otherwise indicating that the service is failing to deliver. The successful Contractor will ensure that failure and non-performance is quickly rectified.

- 2.5. The Authority reserves the right to amend the existing KPIs detailed in Part 3 Annex C or add any new KPI's. Any changes to the KPIs shall be confirmed by way of a Contract Change Note.

Part 3 Annex C

Key Performance Indicators (KPIs)

KPI	What is required to make this measurable	KPI Measurement	KPI Rating		
KPI 1 – Project Deadlines	Deliverables will be presented by the Contractor(s) to the Authority at the agreed date and quality as outlined in the deliverables.	Quality deliverables are presented to the Authority on the day and or time (if appropriate) that has been agreed by both parties. The Authority's project officer deems the deliverable to be of sufficient quality.	Deliverables sent to the Authority greater than 5 (five) working days after the agreed deadline.	Deliverables sent to the Authority greater than 1 (one) working day after the agreed deadline, or less than one day but later than the agreed time if a restricted timescale.	Meets expectations - All deliverables sent to the Authority on time
KPI 2 – Regular activity check-in with Authority	Contractor will give Authority updates on project progression, any foreseen blockages or issues	Contractor will contact Authority at least monthly, (weekly when agreed) with relevant updates	Contractor goes more than 3 months without contacting Authority with relevant updates, OR without stating known future potential issues	Contractor goes more than 2 months without contacting Authority	Contractor contacts Authority at least monthly, stating project activities and any future potential issues