

DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: Letter of Appointment

CCZZ18A54 Infrastructure Resilience: Public Expectations

Letter of Appointment

This letter of Appointment is issued in accordance with the provisions of the DPS Agreement (RM6018) between CCS and the Supplier commencing 16th February 2018.

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

Order Number:	To be agreed
From:	The National Infrastructure Commission ("Customer")
To:	QinetiQ Limited ("Supplier")

Effective Date:	29 th January 2019
Expiry Date:	29 th April 2019

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, the Supplier's Proposal attached at Annex B; and the Contract Pricing at Annex C.
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Key Individuals:	<u>For the Customer:</u> REDACTED <u>For the Supplier</u> REDACTED
Guarantor(s)	N/A

Contract Charges (including	The Contract value will not exceed £24,681.00 excluding VAT
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any applicable discount(s), but excluding VAT):	<p>but including all expenses. Payment will be made in line with the Contract pricing at Annex C. All rates are inclusive of expenses.</p> <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>
Insurance Requirements	No additional insurance requirements above those stipulated in the Dynamic Purchasing System's Terms and Conditions.
Customer billing address for invoicing:	National Infrastructure Commission, 4th Floor, Finlaison House, 15-17 Furnival Street, London, EC4A 1AB
Alternative and/or additional provisions (including Schedule 8(Additional clauses)):	n/a

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. PURPOSE

- 1.1 The purpose of this Contract is to provide the National Infrastructure Commission (NIC/The Customer) with an understanding of public expectations of infrastructure resilience, including the response to potential loss or degradation of infrastructure services; in particular around the resilience of infrastructure systems considered acceptable now and in the future.

2. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 2.1 The National Infrastructure Commission provides expert, impartial advice to the government on long-term infrastructure needs to support sustainable economic growth, improve competitiveness and quality of life. In addition to the National Infrastructure Assessment, the Customer undertakes in-depth studies into the UK's most pressing infrastructure challenges.
- 2.2 The Government has recently tasked the Commission to examine the resilience of the UK's infrastructure. In this resilience study, the National Infrastructure Commission will consider what approach and action should be taken to ensure that infrastructure can cope with future changes, disruptions, shocks and accidents.
- 2.3 The Customer expects to publish a scoping report with the methodology for this study in spring 2019, and to produce a final report and recommendations in Spring 2020.
- 2.4 Please see the full Terms of Reference (<https://www.gov.uk/government/publications/government-response-to-the-national-infrastructure-assessment-and-commissioning-a-new-study-on-resilience>) in order to understand the broader context for this requirement and inform their response.

3. DEFINITIONS

- 3.1 Definitions:

Expression or Acronym	Definition
Resilience	The ability of a system, community or society exposed to hazards to resist, absorb, accommodate, adapt to, transform and recover from the effects of a hazard in a timely and efficient manner.
Infrastructure	The six infrastructure sectors within the Commission's remit, namely transport, digital, energy, water and wastewater, flood risk and solid waste.
Commission	Refers to the National Infrastructure Commission.

4. SCOPE OF REQUIREMENT

- 4.1 The Contract is to develop an understanding of public expectations of infrastructure resilience, including the response to potential loss of infrastructure services and the resilience of infrastructure systems considered acceptable now and in the future.

- 4.2 In particular, the Contract will gather evidence around:
 - 4.2.4 How current perceptions of risk and resilience associated with infrastructure services has been shaped, and how it is understood, by the general public or stakeholder groups
 - 4.2.5 The factors that are likely to influence future public or stakeholder perception and expectations of infrastructure resilience.

5. THE REQUIREMENT

- 5.1 This Contract will answer the questions set out in the scope mainly through desk-based work and expert consultation. A follow-up project including extensive fieldwork will be scoped at the end of this first phase and will be tendered separately.
- 5.2 It is expected that the Supplier will use a range of methods including, but not limited to, those listed below.
- 5.3 Initial evidence review, to collate and summarise evidence from literature and practice on:
 - 5.3.4 The effectiveness of different approaches to communicating risk and resilience for infrastructure services with the general public or stakeholder groups (such as consumers, those at greatest risk for example of flooding or users such as schools and hospitals)
 - 5.3.5 Whether and how the views of the public (or other stakeholder groups) have influenced the levels of service chosen and delivered for relevant infrastructure sectors. This is likely to be informed by a short review of UK levels of service which has been commissioned separately and should be available by the end of January 2019
 - 5.3.6 Quantitative or qualitative assessment of the impacts of the loss of different infrastructure services on different groups or users including consideration of groups with particular needs or vulnerabilities
 - 5.3.7 Involvement of the public (or other stakeholders) in contingency or business continuity planning for the loss or degradation of infrastructure services.
- 5.4 Building on the initial evidence review, more detailed research will:
 - 5.4.4 Collate and summarise evidence from examples in which long-term, societal resilience objectives have been defined with input from stakeholder groups, either through theoretical frameworks or practical case studies. This will include consideration of the roles of different organisations (such as infrastructure owners / operators, policymakers, regulators and researchers) in obtaining stakeholder input.
 - 5.4.5 Explore current societal risk appetite, the factors that influence it, and whether lessons can be learnt to inform how future societal risk appetite can be defined for the resilience of infrastructure services. This will include evidence of how the public (or other stakeholders) are currently

engaged in setting current and future appetite for different types of risks or services, and whether/how stakeholder views are included in decision making.

- 5.5 This Contract shall include one workshop with relevant experts on public expectations (including policymakers, regulators, researchers and infrastructure owners / operators). Given the project timescales this may be supplemented with one-to-one interviews with said experts. The final report shall be peer reviewed to validate the findings and ensure that it is suitable for publication.
- 5.6 The Supplier shall provide methodological proposals for a second phase project, which is anticipated to include extensive social research to provide survey and focus groups evidence of public / stakeholder expectations on infrastructure resilience. The full scope for the second phase will be determined following receipt of the draft report from this project.

6. KEY MILESTONES

- 6.1 The Supplier shall deliver the following project milestones that the Customer will measure delivery against:

Milestone	Description	Timeframe
1	Project inception meeting with the Customer to include draft inception report to be provided, and agreed by Customer, clarifying the approach to be taken, along with a plan setting out key milestones and dates for deliverables, risks and how these will be managed, etc.	Within 2 weeks of contract award
2	Face to face Presentation and discussion of interim findings to the Customer	28th February 2018
3	Draft report provided to the Customer for review	15th March 2019
4	Final peer reviewed report ready for publication	29th March 2019

7. CUSTOMER'S RESPONSIBILITIES

- 7.1 The Customer has published relevant information gathered through previous work (for example see <https://www.nic.org.uk/publications/phase-1-social-research-report-nic/> and <https://www.nic.org.uk/supporting-documents/ipsos-mori-public-research/>). The Customer has already undertaken initial engagement with key stakeholders and where appropriate will be able to provide information and contact details to ensure that the contract runs smoothly.

8. REPORTING

- 8.1 The Customer will work with the Supplier to put in place a weekly email reporting regime in order to track progress.

9. CONTINUOUS IMPROVEMENT

- 9.1 The Supplier shall give due consideration to how the required Services are to be delivered throughout the Contract duration can be continually improved.
- 9.2 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.

10. QUALITY

- 10.1 The research and analysis will inform the Customer's methodology report due in spring 2019. Therefore it is critical that the project runs to time, with all assumptions and caveats clearly highlighted.
- 10.2 This project will inform the methodology developed by the Customer and all the outputs and related materials should be of a high quality and publishable standard. Examples of work that are of a publishable standard can be found on the Customer's website.
- 10.3 The Customer will also seek views from its expert technical panel on the work and findings of this research. Any advice or comments will be fed back to the Supplier via the Customer so that they can be addressed in the final report.

11. STAFF AND CUSTOMER SERVICE

- 11.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service to all Parties.
- 11.2 Supplier staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract.
- 11.3 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.

12. SERVICE LEVELS AND PERFORMANCE

- 12.1 The Customer will measure the quality of the Supplier's delivery with reference to the key milestones set out in paragraph 6.
- 12.2 The Customer will seek and feedback views of the Customer's technical panel, which should be factored into the Supplier's work.
- 12.3 Failure to meet the milestones will be resolved in line with the Contract terms and conditions.

13. SECURITY REQUIREMENTS

- 13.1 The Supplier shall acknowledge and protect all sensitive and confidential information its employees have access to during the Contract period. The Supplier shall also ensure their IT security systems are sufficiently robust to prevent confidential and sensitive material being made available in the public domain.

14. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 14.1 All analysis (including any calculations and models) used to generate the outputs should be provided to the Customer.

15. ADDITIONAL INFORMATION

- 15.1 The Supplier shall be open to working collaboratively with other suppliers, contracted by the Customer in order to deliver related pieces of analysis.

16. LOCATION

- 16.1 The location of the Services will be carried out at the offices of the Supplier. However frequent meetings will need to take place with the National Infrastructure Commission at the Supplier's offices, or at the Commission's offices at Finlaison House, 15-17 Furnival Street, London, EC4A 1AB.

ANNEX B

Supplier Proposal.

The Supplier will deliver the research in line with their tender response of 17th January 2019 an extract of which is below

REDACTED

ANNEX C

Contract Pricing

Payment will be made in line with the pricing below. All rates are inclusive of ALL expenses and exclusive of VAT.

Stage	Stage	Role Description (please complete)	Days	Day rate	Sub-total
Project Inception Meeting including draft inception report	Redacted	Redacted	Redacted	Redacted	Redacted
	Redacted	Redacted	Redacted	Redacted	Redacted
	Redacted	Redacted	Redacted	Redacted	Redacted
Initial Evidence Review	Redacted	Redacted	Redacted	Redacted	Redacted
	Redacted	Redacted	Redacted	Redacted	Redacted
	Redacted	Redacted	Redacted	Redacted	Redacted
Expert Workshop	Redacted	Redacted	Redacted	Redacted	Redacted
	Redacted	Redacted	Redacted	Redacted	Redacted
Interim report	Redacted	Redacted	Redacted	Redacted	Redacted
	Redacted	Redacted	Redacted	Redacted	Redacted
Draft final report	Redacted	Redacted	Redacted	Redacted	Redacted
	Redacted	Redacted	Redacted	Redacted	Redacted
Final peer reviewed report ready for publication.	Redacted	Redacted	Redacted	Redacted	Redacted
	Redacted	Redacted	Redacted	Redacted	Redacted
Other (please specify)	Redacted	Redacted	Redacted	Redacted	Redacted
TOTAL					£24,681.00

Part 2: Contract Terms

Please see attached terms and conditions