

DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: Letter of Appointment

I.F.F Research LTD

Dear Sirs

Letter of Appointment

This letter of Appointment dated 26th June 2019, 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:	TBC
From:	The Cabinet Office ("Customer")
To:	I.F.F Research LTD ("Supplier")

Effective Date:	26 th June 2019
Expiry Date:	End date of Initial Period 30 th April 2020

Services required:	Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by: the Customer's Statement of Requirements attached at Annex A and the Supplier's Proposal attached at Annex B; and The Attachment 4 – Price Schedule attached with the Suppliers proposal
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Key Individuals:	REDACTED
[Guarantor(s)]	N/A

Contract Charges (including any applicable discount(s), but excluding VAT):	The total contract value shall not exceed £69,694.50. The payment structure for this contract is as follows; REDACTED
Insurance Requirements	Insurance will operate in accordance with the provisos of Clause 19 of the Contract Terms.
Liability Requirements	Suppliers limitation of Liability (Clause Error! Reference source not found. of the Contract Terms);
Customer billing address for invoicing:	REDACTED

Alternative and/or additional provisions (including Schedule 8(Additional clauses)):	N/A
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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:

REDACTED

Name and Title:

For and on behalf of the Customer:

REDACTED

Name and Title:

REDACTED

REDACTED

Signature:
REDACTED

Signature:
REDACTED

Date:

Date:

ANNEX A

Customer Project Specification

To be determined by the Customer at Call for Competition stage

1. PURPOSE

- 1.1 The purpose of this procurement is to provide The Cabinet Office (the “Authority”) with a supplier to provide research to assist the Authority to evaluate the Student Electoral Registration Condition (SERC).
- 1.2 The evaluation of this policy will establish how the policy is being interpreted and implemented. This information will inform the continuation, discontinuation, editing or replacement of the policy. This is a high impact piece of work which has already attracted substantial interest from parliamentarians and its results are likely to attract attention across multiple stakeholders.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The Cabinet Office is the centre of government. Its Purpose is: to maintain the integrity of the Union, co-ordinate the security of the realm and sustain a flourishing democracy; to support the design and implementation of HM Government’s policies and the Prime Minister’s priorities; and to ensure the delivery of the finest public services by attracting and developing the best public servants and improving the efficiency of government.
- 2.2 Within the Authority, the Constitution Group is responsible for supporting Ministers to deliver a coherent and stable constitutional settlement; building capability of Whitehall to deliver policy in a way which sustains the United Kingdom; and ensuring a stable electoral system and democracy that works for all. Within Constitution Group, the Modern Registration Division is the ultimate Customer of this research. The Modern Registration Division aims to deliver electoral registration and electoral systems that are efficient, inclusive and work for all.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 From August 2019 the Student Electoral Registration Condition (SERC) will be enforced by the Office for Students (OfS). This condition will require all Higher Education (HE) providers in England to cooperate with their electoral registration office (the electoral registration team within their associated local authority) to facilitate voter registration and the general democratic engagement of their students. This is a policy measure with the purpose of increasing the electoral registration of students, a historically under-registered group. The condition applies only in England, therefore this work will cover England only. The Cabinet Office have explicitly committed to evaluating this policy within a reasonable time frame which was vital in ensuring the Electoral Commission (EC), the Association of Electoral Administrators (AEA) and parliamentary support for the change.
- 3.2 The evaluation is vital in fulfilling the requirements which secured the support of the above stakeholders and parliamentarians. Establishing whether the condition is effective, and how HE providers have responded, will define how to proceed in engaging students in voter registration.

4. DEFINITIONS

Expression or Acronym	Definition
The Authority / Customer	means Cabinet Office.

Agent	means Crown Commercial Service.
Potential Bidder	means those submitting a bid to deliver this Contract.
The Supplier	means the successful bidder in winning this Contract.
SERC	means Student Electoral Registration Condition – A condition, enforceable by the OfS, which requires HE providers in England to assist in their electoral administrator’s efforts to maintain a complete voter register.
DfE	means The Department for Education.
OfS	means The Office for Students.
HE	means Higher Education.
SU	means Student’s’ Union.

5. SCOPE OF REQUIREMENT

- 5.1 The Customer expects to work in partnership with the Supplier to complete a process evaluation of the SERC. Questions that the process evaluation will seek to answer (in order of priority) are:
- 5.1.1 Are HE providers complying with the SERC legislation?
 - 5.1.2 How has the legislation been applied by HE providers/how are they complying?
 - 5.1.3 How has the legislation been enforced by OfS?
 - 5.1.4 What are stakeholders’ perceptions of the condition?
- 5.2 The Customer expects the Supplier to follow this research plan:
- 5.2.1 Survey HE providers (All those on the OfS register, currently N = 338) to establish what actions (if any) they are taking in relation to SERC legislation.
 - 5.2.2 Use this survey data to select a sample of HE providers covering a spectrum of responses to SERC, and covering a spectrum of different HE providers (e.g. size of HE, region of HE); policy insights will also be used to purposefully select case studies.
 - 5.2.3 Interview these HE providers, alongside other key stakeholders including the associated electoral administrator and SU representative/students, to produce a case study.
 - 5.2.4 Conduct 1 interview with an OfS representative.
 - 5.2.5 Issue a second short questionnaire to electoral administrators (N = 327) to gather larger scale information.
- 5.3 The Customer expects that the output will be a report produced by the Supplier for publication on GOV.UK. The report will comprise detailed case studies of how the SERC is being interpreted and implemented in a range of HE providers in England, and two short quantitative surveys to gather a broader picture of the national landscape. The depth and sample size of these case studies will be agreed with the Supplier. The report will detail how various stakeholders in the voter registration process for these HE providers have responded to the OfS guidance and what impacts are resultant of this. The OfS will also be interviewed.

- 5.4 The research will involve a mixed methods approach, using both quantitative surveys and qualitative case studies Potential Bidders shall outline both quantitative and qualitative methods to address the requirement. Bidders are invited to suggest alternative methodological approaches that would meet the research objectives of this project.
- 5.5 There is some flexibility in the content of case studies, but the Customer currently envisages them to include:

Component	Requirement
HE provider interview	Essential
Associated electoral administrator interview	Essential
Associated SU representative interview	Optional – to be included in at least 2 of the case studies
Associated student focus group	Optional – to be included in at least 2 of the case studies

The aim of the quantitative element is to both supplement the qualitative data, and to aid in the selection of qualitative case studies.

- 5.6 The Potential Bidder / Supplier shall outline how they plan to work alongside The Customer in delivering the following:
- 5.6.1 Approach and design for the two surveys
 - 5.6.2 Sampling approach and size for the case studies
 - 5.6.3 Topic guide design
 - 5.6.4 Fieldwork and analysis
 - 5.6.5 Interim Findings
 - 5.6.6 Final report
 - 5.6.7 Data report
 - 5.6.8 Project management
 - 5.6.9 Risk management
 - 5.6.10 Quality assurance processes
 - 5.6.11 Data protection and privacy
 - 5.6.12 Poor performance

6. THE REQUIREMENT

- 6.1 Interested potential bidders should carefully read the requirements below and respond to questions as set out in Attachment 2 - How to Bid Including Evaluation Criteria;
- 6.1.1 Approach and design for the two surveys

6.1.1.1 The Supplier should consult with the Customer on a survey approach and design of questions that are required/feasible within budget specified at 2.3 in the Attachment Three – Statement of Requirements. The Supplier should take a lead role in agreeing on approach whilst the Customer will take the final decision on questions put to respondents.

6.1.2 Sampling approach and size

6.1.2.1 The Customer intends for the sampling approach to involve a screener questionnaire followed by a selection of a range of case studies from this screener (see section 5.2 for details). Bidders should suggest their sampling approach, which will be ultimately agreed on by The Customer. The Customer expects the number of case studies completed to be in the region of 8-12 complete case studies.

6.1.3 Topic guide design

6.1.3.1 The Supplier will develop topic guides for the qualitative (case study) aspect of the requirement. There are likely to be 5 topic guides to cover:

- (a) HE provider interviews – to establish how the HE provider has responded to the SERC, and their perception on how their electoral administrator has responded
- (b) Electoral administrator (within the associated local authority) interviews – to establish how the electoral administrator has responded to the SERC, and their perceptions of how the specific HE provider included in the case study has responded
- (c) SU interviews – to establish how the SERC has impacted the student body
- (d) Student focus groups – to gain insight from the people the SERC is designed to affect, the students themselves
- (e) OfS interview – to establish how the OfS have been enforcing the SERC and how they believe it is being received by all stakeholders

6.1.4 Fieldwork and analysis

6.1.4.1 Suppliers should conform to guidelines for research set out in the Crown Commercial Services RM6018 Research Marketplace Dynamic Purchasing System.

6.1.4.2 Analysis should be fully quality assured before being passed on to the Customer.

6.1.5 Interim findings

6.1.5.1 The Supplier is expected to produce a quality assured interim analysis and hold formal discussions on the analysis with the Customer. The style of the interim analysis report should be accessible to non-analysts. The format should be Microsoft Word.

6.1.6 Final report

6.1.6.1 The Supplier is expected to produce a quality assured final report which is accessible to non-analysts. The final report may be published on GOV.UK. The report should include:

- (a) A full report, of 25-30 pages, with a 2-3 page executive summary (in Microsoft Word format)
- (b) A technical annex with details of: Sampling, methods, fieldwork, quantitative insights, detailed case studies

6.1.7 Data tables

6.1.7.1 The Supplier should provide data tables for the quantitative data collected.

6.1.7.2 Data tables should be given in Microsoft Excel format.

6.1.8 Project management

6.1.8.1 The Supplier should elect one project manager that will act as the point of contact for the Customer for all matters related to the project. The Supplier will be expected to attend weekly progress meetings via teleconference or in person at the offices of the Customer. In advance of meetings the Supplier will be required to submit a weekly progress update using a template provided by the Customer.

6.1.9 Risk management

6.1.9.1 The Supplier will be required to implement a structured approach to risk management and continually update and mitigate developing risks. Risks identified and actions taken will form part of the weekly updates to the Customer.

6.1.10 Quality assurance processes

6.1.10.1 The Supplier will be required to implement quality assurance processes for any reports or data provided to the Customer. These quality assurance processes should be discussed and agreed with the Supplier in advance.

6.1.11 Data protection and privacy

6.1.11.1 These reports and all related outputs, survey materials and data remain the intellectual property of the Customer. Decisions regarding the timings, format and any publication of reports will be taken by the Customer.

6.1.11.2 Any data sets or files containing data which could be directly attributed to an identifiable research participant or group of participants must be treated with particular care and should only be sent to the Customer after being encrypted using a technique acceptable to both parties. The password / passphrase required to decrypt the file content should be sent by the Supplier to a named contact within the Customer by means of letter, text (SMS) or phone call. The use of email to communicate passwords and passphrases is not permitted.

6.1.11.3 The Supplier should comply with the conditions of the General Data Protection Regulation 2016/679 and any linked to replacement

legislation. The Supplier should have robust processes in place to deal with data security issues, including the transmission and storage of research data. Risk management plans should include plans for data handling and planning against any data loss.

- 6.1.11.4 Upon completion of the contract, the Customer will take the final decision about the full transfer and removal of data from the Supplier's systems. The Customer will have final decision over whether all data will be transferred to the Customer.
- 6.1.11.5 The Customer requires the Supplier to have ethical review procedures and guidelines in place before collecting data from research participants. The Supplier should also outline how they intend to obtain consent from research participants and what personal data (if any) will be collected.
- 6.1.11.6 If the Supplier uses any form of survey software, tool or online service and collects personal data, then the Privacy Policy of the Supplier shall make it clear to research participants what personal data is being collected, what it will be used for, where it will be held in the United Kingdom and who will have responsibility as Data Controller and Data Processor of the data.
- 6.1.11.7 The Supplier and any third parties providing it with services such as data hosting, survey activity or software tools should hold ISO 27001:2013 certification or be in a position to achieve such certification within an agreed timeframe, to be discussed post award, and be willing to undergo an Information Assurance assessment by the Government Digital Service (GDS).

6.1.12 Poor performance

- 6.1.12.1 Should the Customer identify poor performance in relation to the KPIs, the Supplier shall attend a performance review meeting no later than 10 working days from identifying poor performance at the Customer's premises. The Supplier will produce a full incident report and "Service Improvement Action Plan" setting out the plan to improve service. This plan will be agreed by both Customer and Supplier prior to implementation. Should the Supplier fail to provide these documents, or fail to adequately follow the plan, the Customer reserves the right to seek early termination of the contract in accordance with the procedures set out in Attachment 5 – Terms and Conditions.

7. KEY MILESTONES AND DELIVERABLES

- 7.1 The following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Award Contract	01/07/2019
2	Set-up meeting	Within week 1 of contract award or no later than 05/07/2019
3	Finalise and agree on topic guides and surveys	25/09/2019
4	Begin recruitment and fieldwork	30/09/2019
5	Complete fieldwork	28/02/2020
6	Interim findings	14/03/2020
7	Draft report	31/03/2020
8	Report finalised	29/04/2020
9	Project close	30/04/2020

8. MANAGEMENT INFORMATION/ REPORTING

8.1 See table in Section 9.1 for management information and reporting. This includes details of weekly updates/meetings to be held between the Supplier and the Customer as well as details on deliverables.

9. VOLUMES

9.1 Deliverables on this contract will be defined by the number and depth of case studies agreed between the Supplier and the Cabinet Office but will include:

Output	Volume
Data tables	Excel data files of all survey data and qualitative analysis spreadsheets
Interim findings	One (1) interim findings document will be delivered in Microsoft Word format and formal discussions on this will be held with the Customer
Draft and Final report	One (1) final report shall be provided. The report will be 25-30 pages with a 2-3 page executive summary
Intro meeting	One (1) inception meeting
Weekly progress calls	Weekly meetings – face-to-face or teleconference
Weekly progress reports	Weekly – written and emailed to the Customer in accordance with a template the day before the weekly progress calls. The weekly update should also flag any updates to project timeline documents to ensure the Supplier keeps the timeline up-to-date
Observation of qualitative fieldwork opportunities	At least two (2) observation sessions will be offered so that Customer analysts can view and listen to the qualitative work being undertaken

10. CONTINUOUS IMPROVEMENT

- 10.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 10.2 The Supplier should present new ways of working to the Authority during weekly Contract review meetings.
- 10.3 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

11. SUSTAINABILTIY

- 11.1 Not Applicable.

12. QUALITY

- 12.1 Potential Bidders should demonstrate that they have expertise in designing and delivering evaluations and experience in honing survey questions to gauge meaningful findings about attitudes and behaviours. They should demonstrate extensive experience in qualitative methods, qualitative analysis and recruitment for research studies.

13. PRICE

- 13.1 A clear breakdown of costs must be provided by Potential Bidders. Usage of, and charges from, third party Suppliers should be clearly identified and explained. The Customer expects the Supplier to ensure that third party Suppliers are commissioned on a clear value for money basis, and that such activities are passed on at cost.

13.2 Prices are to be submitted via the e-Sourcing Suite [Attachment 4 – Price Schedule excluding VAT and including all other expenses relating to Contract delivery]. Prices should be inclusive of expenses and exclusive of VAT.

14. STAFF AND CUSTOMER SERVICE

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

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

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

15. SERVICE LEVELS AND PERFORMANCE

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

KPI/SLA	Service Area	KPI/SLA description	Target
1	Survey/research design	The Supplier shall be receptive to any requests/requirements to redraft surveys or methodology. In the event that redrafts are needed, the Supplier will advise the Customer on the timescale for redrafting within 1 working day of the request.	100%
2	Fieldwork	The Supplier shall complete all fieldwork by no later than 28/02/2020. Any delays or risks of delays should be reported to the Customer within 1 working day of identification	100%
3	Project management lead	The Supplier shall have an identified Project Manager in place who will be able to acknowledge any Customer queries within 1 working day	100%
4	Weekly reporting	The Supplier shall make themselves available for weekly updates in person/on teleconference. The Supplier should also provide a one page written update every week in a template provided by the Customer	100%
5	Ad-hoc meetings	The Supplier shall make themselves available to attend ad-hoc teleconference meetings as required. The Customer will endeavour to provide 1 working days' notice for these meetings	100%
6	Provision of data tables	The Supplier shall provide the Customer with full data tables no later than 2 weeks following the delivery of the draft report	100%

15.2 Where the Supplier fails to meet the KPIs stipulated in relation to this requirement the Customer shall follow the poor performance measures of the Contract in accordance with the procedures set out in Attachment 5 - Terms and Conditions.

16. SECURITY AND CONFIDENTIALITY REQUIREMENTS

16.1 The Supplier is required to implement appropriate arrangements for data security at all times, particularly relating to the transmission and storage of personal data. Such procedures must meet the standards outlined in the DPS terms and conditions, and the General Data Protection Regulation 2016/679 and any linked to replacement legislation.

16.2 Processes should be in place for data being returned by any interviewers and safeguarding against data loss, including appropriate risk management procedures. Potential Bidders should

confirm within their response that such procedures will be implemented and outline the technical measures to be put in place to meet such requirements.

16.3 The Customer expects all staff that handle personal data or conduct research with research participants to have been subject to a Baseline Personnel Security Standard (BPSS) check during recruitment or as a minimum, to meet all UK employment legal requirements supplemented by a Disclosure Barring Service (DBS) Basic check.

16.4 The Supplier is required to provide the Customer with an accurate and regularly updated list of all individuals working on its behalf who have access to the data, their level of access and confirmation that BPSS and/or DBS check has been undertaken.

17. PAYMENT AND INVOICING

17.1 Electronic invoicing - this is the preferred method of invoicing for the Customer. Please send all electronic invoices to our shared service provider at **REDACTED**

17.2 Manual invoicing - invoices should be submitted to:

REDACTED

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

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

17.5 Cabinet Office purchase order numbers must be clearly stated on all invoices.

18. CONTRACT MANAGEMENT

18.1 Contract Management will be carried out between the Customer and the Supplier.

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

19. LOCATION

19.1 Weekly updates will take place over a teleconference line as supplied by the Customer unless otherwise specified. Any other meetings required will be conducted at the offices of the Customer, unless otherwise specified, whose address is **REDACTED**

ANNEX B

Supplier Proposal

To be determined at Call for Competition stage

REDACTED

Contract Terms



Contract Terms v6.0