**DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS**

**CCSN19A34 SOCIAL RESEARCH ON REDUCING ROAD CONGESTION USING DELIBERATIVE PUBLIC ENGAGEMENT METHODOLOGIES**

* 1. **Letter of Appointment**

BritainThinks

[REDACTED]

Dear [REDACTED],

**Letter of Appointment**

This letter of Appointment dated 19th September 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: | To Be Provided by the Customer on Contract Placement |
| From: | The National Infrastructure Commission ("Customer") |
| To: | C M MONITOR (BRITAIN THINKS) LTD ("Supplier") |

|  |  |
| --- | --- |
| Effective Date: | 23rd September 2019 |
| Expiry Date: | End date of Contract Period: 31st March 2020.  End date of Maximum Extension Period: Not Applicable, there is no option to extend the Contract.  Minimum written notice to Supplier in respect of extension: Not Applicable. |

|  |  |
| --- | --- |
| 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 [REDACTED] |

|  |  |
| --- | --- |
| Key Individuals: | **Customer**  [REDACTED]  **Supplier**  [REDACTED] |
| Guarantor(s) | Not Applicable |

|  |  |
| --- | --- |
| Contract Charges (including any applicable discount(s), but excluding VAT): | The maximum total contract value shall be up to **£135,000.00 excluding VAT**.  The Contract Charges are as set out in the Contract Terms Schedule 6 (Contract Charges) [REDACTED]. |
| Insurance Requirements | As set out in Section 19 (Insurance) of the Contract Terms. |
| Liability Requirements | **Suppliers limitation of Liability** (Clause 18.2 of the Contract Terms);  As set out in Clause 18 (Liability) of the Contract Terms. |
| Customer billing address for invoicing: | [REDACTED] |

|  |  |
| --- | --- |
| GDPR | As set out in Contract Terms Schedule 7 (Processing, Personal Data and Data Subjects). |
| Alternative and/or additional provisions (including Schedule 8(Additional clauses)): | Not Applicable |

**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: [REDACTED] Name and Title: [REDACTED]

Signature: [REDACTED] Signature: [REDACTED]

Date: [REDACTED] Date: [REDACTED]

**Annex A**

**Customer Project Specification**

# DEFINITIONS

|  |  |
| --- | --- |
| **Expression or Acronym** | **Definition** |
| NIC | means National Infrastructure Commission: this includes the Commissioners and the Secretariat. |
| Deliberative public engagement / deliberation | means an approach to public engagement that emphasises dialogue, encouraging participants to consider different perspectives through informing and discussion. This may go as far as encouraging participants to reach consensus among themselves. |
| Mini public | means a group of randomly selected citizens intended to represent the wider population in discussions. Stratified random sampling may be used to ensure that the group reflect proportions in the wider population across a range of demographic characteristics. Terms used for these groupings vary depending on size but include ‘citizens’ assembly’ and ‘citizen’s jury’. |
| Road pricing/ congestion charging | means a charge that drivers pay as they use the road which varies according to circumstances, particularly the time and driver location, usually with the intention of reducing congestion. |

# SCOPE OF REQUIREMENT

### The Supplier shall design and deliver a deliberative public engagement in autumn/winter 2019, researching public attitudes to the topic of policies to reduce road congestion as described in Section 3. The Requirement. The Supplier shall be required to analyse the engagement and draw conclusions for the NIC’s future work and policy recommendations. The minimum requirements for a deliberative public engagement are specified in Section 3 The Requirement, below.

### Topics in scope for the deliberation include current experiences of road congestion; past and expected future trends in road congestion; and policies to reduce road congestion including capacity, alternative transport modes and road pricing/congestion charging. Distributional impacts of congestion and policy interventions are also likely to be of interest.

### The NIC is primarily interested in obtaining an understanding of potentially differing views on solutions to congestion at local level across:

### Areas with differing levels of experience of road user charging.

### Urban, suburban and rural locations.

### A number of other topics related to motoring taxation and road use are out of the core scope of the deliberation. These may be useful for setting the wider roads policy context and could be discussed if participants in the deliberation wished to, but should not be the focus of the evidence presented or policy options discussed. These include:

### Motoring taxation as a contributor to general taxation, and tax revenue sustainability.

### Roads and transport governance, funding and maintenance (except as this relates to congestion and revenues from road pricing).

### Other externalities from driving such as pollution and accidents (except where these interact with congestion and road pricing).

### Electric vehicles (EVs) and connected and autonomous vehicles (CAVs) may be relevant regarding their impact on congestion and their implications for future road use and road pricing, but other aspects are out of scope.

### Deliberative processes can take a variety of forms, and the NIC expects to work with the Supplier to determine which is most appropriate for its objectives. Deliberative processes share some common characteristics which distinguish them from other types of public engagement:

### Presenting the participants with a range of facts and perspectives on the evidence, using a variety of information sources, to allow them to draw their own conclusions. Participants are given the opportunity to critique the evidence and cross examine expert presenters.

### Opportunities for participants to reflect on and discuss the issue and its evidence. To allow enough time for reflection, the engagement may be conducted in multiple sessions over multiple weeks.

### The group of participants should be a ‘mini public’, reflecting the composition of the local population across characteristics such as gender, age, race, politics, region and socioeconomic group. As well as encouraging a broader range of perspectives, this helps increase the legitimacy of conclusions with the wider public. However, if helpful the mini public can be drawn from a relevant subpopulation. In the case of road congestion, this could be the subpopulation of road users (including users of public transport and cyclists) from the city centre and its suburban and rural commuter belt, and those adversely affected by congestion such as those with health concerns.

### A clear link between the deliberative process and real policy decisions: the opportunity to influence decisions more directly than through their elected representatives is often part of the appeal for participants.

### The key output from this exercise should be an indication of the mini publics’ preferred policies for tackling congestion and an understanding of the values underpinning the prioritisation of particular policies.

### The Supplier is not expected to lead on stakeholder engagement or evidence gathering, which will be led by the NIC. However, the Supplier is expected to support the NIC in this process. The Supplier shall advise on how stakeholders can contribute to the design and delivery of the deliberation, for example as external referees, or as contributors and presenters of evidence. The Supplier shall also lead on designing the content of the mini publics. The NIC will provide resources to support this.

### The Supplier shall work collaboratively with an advisory panel of expert stakeholders who will advise on the final format of the deliberative engagement and the evidence presented to participants on behalf of the NIC. As the Supplier is not expected to be an expert on the topic being discussed, the advisory panel will bring subject expertise from a variety of perspectives. The Supplier will not be required to recruit this panel, but they should be able to present to technical and non-technical members of the panel and advise them on the design of the deliberative engagement.

# THE REQUIREMENT

## The Supplier will be responsible for the development of a project plan and timetable, to meet the needs of the NIC (indicative timescales are set out in Section 4. Key Milestones and Deliverables, below).

## At the start of the project the NIC will hold an inception/scoping meeting with the research Supplier, and a short inception report is to then be provided – which clarifies the approach to be taken to the research, along with a plan setting out key milestones and dates for regular updates, deliverables, risks and how these will be managed etc. – for agreement, before proceeding to design and set up the deliberative engagement. Throughout, the research Supplier will work closely with the Commission, including through regular meetings and other communication.

## As a minimum, the research Supplier will design, organise, deliver and analyse a deliberative public engagement in autumn/winter 2019, on the topic of policies to reduce road congestion as described above. The minimum requirements expected of the Supplier are listed below.

## Designing the deliberation should include advising on the most effective format in consultation with the NIC. Relevant factors are likely to include:

#### number and duration of engagement sessions. There should be good geographical spread of mini publics with participants drawn from the local area; and the sessions should enable participants enough time and space for learning and deliberating, with time for reflection in between sessions. The Authority’s expectation is this would require as a minimum, that there should be at least three assemblies with participants drawn from the local area, and that each mini public should meet at least twice, with time for reflection in between.

#### selection of mini public participants (representative of their relevant subpopulation).

#### determining the location of each mini public and the rationale for location choices, to ensure that the deliberations reflect a variety of road user experiences across the country, including different levels of exposure to road user charging.

#### Venues.

#### presentation of evidence and interaction of participants with evidence and presenters.

#### methods for stimulating discussion and deliberation.

#### methods for collecting and presenting the participants’ conclusions. As a minimum this should include ranked preferences from each participant over a menu of policy packages, but could also include principles or criteria for acceptability for example.

#### methods for qualitative analysis of the mini public’s shifts in knowledge and attitude across the process including the resources used for these processes (e.g. person hours used for transcription).

## The research Supplier is also required to organise and deliver the deliberation. This is expected to include:

#### recruiting the mini public participants, which may be via a secondary Supplier recruitment specialist.

#### identifying suitable locations and booking venue(s) for the engagement, and advising on travel and accommodation if necessary.

#### preparing the evidence for presentation in clear and accessible formats.

#### planning the agenda for each session, and confirming the attendance of participants and speakers.

#### facilitating the sessions, guiding and prompting deliberation and responding flexibly to participants’ feedback where appropriate.

#### guiding the sessions towards clear conclusions, recording discussions and collecting data as appropriate.

#### setting up a mechanism for the NIC to keep in touch with participants and other contributors, if desired, to update them on the impact of their deliberations, and relevant future work and recommendations by the Commission.

## As described in Section 2. Scope of Requirement, the Supplier will not be required to identify relevant stakeholders or evidence; the NIC will lead on this. The NIC has also set up the advisory panel, although the Supplier may be asked to liaise with the panel once it has been established and the deliberation design phase is underway.

## The Supplier may be asked to share some of its plans for the public engagement with other NIC stakeholders who could offer useful input on deliberative methods. However, this is not expected to extend to a formal partnership.

## Following the public engagement, the research Supplier will be required to analyse the discussions and any formal outputs to identify conclusions. These may include quantitative analysis of specified policy preferences from participants, and/or qualitative analysis of the underlying opinions, responses to evidence and thought processes that led to those results.

## In addition to analysing the discussion and outputs, the Supplier shall work with an external evaluator, appointed by the NIC, who will analyse both the effectiveness of this process, and of the methodology as a whole for engaging the public on infrastructure policy. This will add to the evidence base for the effectiveness of the deliberative approaches used, and draw out lessons for the NIC’s future public and stakeholder engagement. This analysis could include measurement of participants’ views at the beginning and end of the process to see whether and how they changed, and critical reflections from those involved in setting up and facilitating the engagement.

## The research Supplier will write a report with their findings and conclusions from the deliberation and their evaluation of the process. This will describe the design, process and conclusions of the deliberative engagements including a quantitative summary of the participants’ policy preferences. Any qualitative feedback should be anonymised to ensure the report is suitable for publication. The report should not contain any formal recommendations. The NIC are also interested in other reporting formats in addition to written reports, such as videos. These reporting outputs should be peer reviewed for quality assurance (including by the advisory panel). The report should be branded in the Supplier’s name and provided to the NIC in a digital format which the NIC can publish into the public domain and use as an input to future work as desired. There is no set word length or page count for the report. The Supplier will also provide any underlying detail not suitable for the report to the NIC, subject to any restrictions regarding participant confidentiality.

## The NIC is also interested in the research Supplier going beyond the minimum requirements outlined above, to increase the rigour and/or the effectiveness of the deliberative public engagement. The NIC is interested in innovative approaches to broaden its experience of tools for public engagement. In particular, it is interested in the possibility of using digital tools. This could be as a channel for deliberation, a supplement to conventional face to face deliberation, or as a method for presenting evidence in an engaging and interactive way.

## Other additions to the deliberation might include a larger sample national survey to measure public opinion as an extra evidence input to deliberations; or pilot sessions to test evidence and discussion approaches ahead of the main deliberative engagement. However, the NIC sees these and the digital tools described above as an optional means to improve the effectiveness or value for money of the main deliberation, rather than a core requirement of the exercise.

## All costs should be included in and funded from the overall contract cost, including but not limited to:

### travel, subsistence, accommodation, compensation and other associated expenses for participants and presenters at the deliberation, as required.

### payments to secondary Suppliers of recruitment, additional evidence for the deliberation, or other services.

### venue hire costs for the deliberation and any additional room/venue costs (although most meetings during the process are expected to be held at the offices of the NIC or the Supplier).

### any additional costs associated with analysing the deliberation and producing the final report.

## [REDACTED]

## [REDACTED]

# KEY MILESTONES AND DELIVERABLES

## The following Contract milestones/deliverables shall apply:

|  |  |  |
| --- | --- | --- |
| **Milestone/Deliverable** | **Description** | **Timeframe or Delivery Date** |
| 1 | Project inception meeting with NIC to include draft inception report to be provided, and agreed by NIC, 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 | Inception report submitted to the NIC and the advisory panel outlining the methodology, set milestones, deliverables, risks and mitigation. | Within first month of contract award |
| 3 | Identify and commission any additional evidence required to inform the public engagement. | End of September 2019 |
| 4 | Confirm with the NIC and advisory panel: evidence for discussion, presenters and structure of the engagement. Conclude any collection of survey evidence or pilot focus groups. | Mid November 2019 |
| 5 | Deliberative public engagements (likely to be over multiple weeks). | January/February 2019 |
| 6 | Presentation of findings/draft report to the NIC and the advisory panel. | February 2020 |
| 7 | Final materials, including a peer reviewed report, provided to the NIC for sign off. | February 2020 |

# 

# MANAGEMENT INFORMATION/REPORTING

## The Authority will work with the Supplier to put in place weekly meetings between project leads to track progress, resource needs and contract spend to date.

# CONTINUOUS IMPROVEMENT

## The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

## The Supplier should present new ways of working to the Authority during weekly update meetings/phone calls.

## 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.

# SUSTAINABILITY

## There are no sustainability considerations applicable to this requirement, beyond those already expressed in the Terms and Conditions Document.

# QUALITY

## The key outputs and related materials will be of publishable standard.

## All facts, figures and analysis, must be correctly sourced, appraised and referenced and subject to internal peer review.

## All assumptions that feed into a piece of analysis, as well any risks and limitations related to the results of the analysis should be recorded and shared with the Authority. The Authority’s Project Manager will communicate regularly with the Supplier to ensure they are consulted on all assumptions and important decisions.

## The Authority will be looking to use the data and analysis to inform its report and recommendations to Government. Therefore, it is critical that the project runs to time, with all assumptions and caveats clearly highlighted.

## The Authority will also seek views from expert external stakeholders, which may include members of the Commission’s analytical and technical panels, on the work and findings of this research. Any advice or comments will be fed back to the Supplier via the Authority.

## The final report will be published in the Supplier’s name, which allows for transparency and a reputational risk for the Supplier, if the analysis is not of high quality.

# STAFF AND CUSTOMER SERVICE

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

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

## 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.

# SERVICE LEVELS AND PERFORMANCE

## The Authority will measure the quality of the Supplier’s delivery by:

|  |  |  |  |
| --- | --- | --- | --- |
| **KPI/SLA** | **Service Area** | **KPI/SLA description** | **Target** |
| 1 | Agreed Approach | An inception report to be provided, and agreed by the Authority, 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. | Within week 2 of contract award |
| 2 | Attendance at weekly updates | The Supplier will attend all weekly meetings. If the Supplier is unable to attend a scheduled meeting they will alert the Authority and reschedule with at least 1 days’ notice. | 98% |
| 3 | Responding to queries | The Supplier will respond to any query from the Authority within 48 hours. | 98% |
| 4 | Amendments to drafts | Following comments from the Authority, the Supplier will make minor amendments to drafts within 1 week and major amendments within 2 weeks. | 98% |

## The Supplier’s performance will be monitored and assessed through weekly project update meetings with the Authority’s Project Manager, who will review progress against the agreed project timeline and through review of deliverable products as set out in paragraph 7.

## All Suppliers must have a peer review process included as part of their proposal.

## Where the Authority identifies poor performance against the agreed SLA’s, the Supplier 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 the Authority’s premises.

## The Supplier shall be required to provide a full incident report, which describes the issues and identifies the causes. The Supplier will also be required to prepare a full and robust ‘Service Improvement Action Plan’, which sets out its proposals to remedy the service failure. The Service Improvement Plan shall be subject to amendment following the performance review meeting and agreed by both parties prior to implementation.

# SECURITY AND CONFIDENTIALITY REQUIREMENTS

## The Supplier will acknowledge and protect all sensitive and confidential information its employees have access to during the contract period.

## The Supplier will also demonstrate compliance with the General Data Protection Regulations, and with the technical requirements prescribed by the cyber essentials scheme (https://www.cyberessentials.ncsc.gov.uk/requirements-for-it-infrastructure), to prevent confidential and sensitive material being made available in the public domain.

# CONTRACT MANAGEMENT

## Attendance at weekly project update meetings shall be at the Supplier’s own expense

## The Contract will be managed by the Authority. The Supplier is required to appoint an appropriate officer to help facilitate the management of this contract.

# INTELLECTUAL PROPERTY RIGHTS (IPR)

## All analysis (including any calculations, main assumptions and model descriptions) used to generate the outputs should be provided to the Authority for future use. This analysis will be the property of the Authority. The Supplier must not disclose the report (either in part or in full) to any third parties prior to publication by the Authority, unless the Authority gives express consent to do so.

# ADDITIONAL INFORMATION

## The Supplier will be open to working collaboratively with the external evaluator who will assess the effectiveness of the exercise and also whether the methodology is effective at engaging the public on complex questions of infrastructure policy.

# LOCATION

## The location of the Services will be carried out at the offices of the Supplier.

## However, meetings will need to take place with the National Infrastructure Commission at the Supplier’s offices, or at the Commission’s offices [REDACTED] or at another venue in central London, as agreed in advance with the Supplier.

## Any Travel and Subsistence incurred in the operation of the Contract shall be at the Supplier’s own expense.

**Annex B**

**Supplier Proposal**

[REDACTED]

* 1. **Contract Terms**

**Please refer to the *CCSN19A34 RM6018 Contract Terms-v7.01* document for full Contract Terms.**