

DPS SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: Letter of Appointment

Market & Opinion Research International Limited
3 Thomas More Square
London
E1W 1YW
Attn: REDACTED TEXT

Dear REDACTED TEXT

Letter of Appointment - Provision of Research Services to support DWP Campaign Development and Delivery Contract Reference: CCSN19A01

This letter of Appointment is issued in accordance with the provisions of the DPS Agreement RM6018 – Research Marketplace - between CCS and the Supplier dated 16/02/18.

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 confirmed
From:	The Secretary of State for Work and Pensions ("Customer")
To:	Market & Opinion Research International Limited ("Supplier")

Effective Date:	03/05/19
Expiry Date:	End date of Initial Period: 02/05/21 End date of Maximum Extension Period: 02/05/23 Minimum written notice to Supplier in respect of extension: 4 weeks

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 and the Supplier's Proposal attached at Annex B.
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Key Individuals:	Customer REDACTED TEXT
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	Supplier REDACTED TEXT
[Guarantor(s)]	N/A

Contract Charges (including any applicable discount(s), but excluding VAT):	Day Rates: REDACTED TEXT Scenario Costs: REDACTED TEXT
Insurance Requirements	Please refer to Commercial Agreement RM6018 Research Marketplace Dynamic Purchasing System terms and conditions.
Customer billing address for invoicing:	REDACTED TEXT

Alternative and/or additional provisions (including Schedule 8 (Additional clauses)):	REDACTED TEXT
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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:

Name and Title:

Signature:

Date:

For and on behalf of the Customer:

Name and Title:

Signature:

Date:

ANNEX A

Customer Project Specification

Issued on 31/01/2019, an extract of which is below:

1. Definitions

Expression or Acronym	Definition
The Customer	Department of Work and Pensions
UC	Universal Credit
The Supplier	The bidder that was successful in winning the Contract

2. Scope of requirement

- 2.1 The Customer requires the Supplier to provide an extensive range of research services for DWP Strategic Communications Directorate over a two year initial term period and potentially for a further two years. This is a call off Contract and therefore research projects will be briefed individually. There will be a programme of work for various campaigns over the duration of the Contract.
- 2.2 The Supplier shall provide robust quantitative research and analysis that will enable the evaluation of communications activity on a regular and on-going basis. This evaluation will guide the development and delivery of future communication activity. This potentially will also include quantitative survey and statistical analyses including segmentation and/or non-response analysis.
- 2.3 The Supplier shall also provide robust qualitative research and analysis to generate in-depth insights about claimant and customer experiences and attitudes which inform the development of, for example, campaign creative, messaging, and/or information products. This would be commissioned on an ad-hoc basis.
- 2.4 The Supplier shall deliver a quality response to each brief, acting as a strategic partner to the Customer.

3. The Requirement

3.1 Specifically, the Supplier shall:

- a) Proactively support development of evaluation strategy aligned to the Government Communications Service Evaluation model which can be found at: <https://gcs.civilservice.gov.uk/wp-content/uploads/2016/01/GCS-Evaluation-Framework.pdf>
- b) Use industry best practice and a proven track record of delivery against complex briefs to provide high quality advice to inform the development of insight and evaluation strategies.
- c) Support design of evaluation approach, questionnaire design and discussion guide development as needed.
- d) Carry out scheduled quantitative research to baseline and track a broad range of awareness, attitudinal and behavioural measures.
- e) Identify, report and track relationships between measures.
- f) Identify variability in findings across various criteria, including demographics, and ideally across our functional and attitudinal segments. The Customer will specify during briefing meetings exactly what would be required at the time.

- g) Contribute to development of campaigns through providing evidence based observations and recommendations.
- h) Undertake ad-hoc qualitative research and testing as required, to include campaign messages and creative treatments, and to capture insight.
- i) Work closely with the Customer and our other agencies, (Creative Agency, Media Planning Agency and Media Buying Agency) including active participation in checkpoints and workshops, to use research findings to make recommendations on future communications.
- j) Work collaboratively with the Customer and other agencies, (Creative Agency, Media Planning Agency and Media Buying Agency) particularly the communications planning Provider to define unambiguous measures; and, help set stretching but realistic targets for each, that take account of broader success measures.
- k) Develop and deliver required reports and summaries of research findings, for internal and external use. (See Section 8 below).
- l) Recommend and justify appropriate research methodologies (quantitative and/or qualitative) including sample size calculations where appropriate based on the customers specification.
- m) Have experience and expertise in working with vulnerable and/or hard to reach customers and individuals with complex needs.
- n) Adhere to the Customer's branding, data security and any other relevant Her Majesty's Government guidance as notified by the Customer to the Supplier.

3.2 The Customer's communications evaluation model, follows the Government Communications Service Evaluation Framework at <https://gcs.civilservice.gov.uk/guidance/evaluation/tools-and-resources/>

3.3 In more detail, the Supplier shall provide quantitative research and analysis that will:

- 3.3.1 identify and track appropriate 'lead' indicators – attitudes or intended behaviours (that should lead to actual behaviour), and an insight into the key factors driving these measurements. The Customer needs to receive data to understand the impact of their campaigns and other communications activity on actual behaviour as soon as data is available.
- 3.3.2 broadly measure the effectiveness of communications activity by tracking campaign recall and awareness of messages; and identify and track appropriate 'lag' indicators – real time behaviour/activity
- 3.3.3 differentiate, as far as possible, between the impact of the Customer communication activity on intermediate outcomes, and that of external factors
- 3.3.4 provide a robust 'early warning system' to alert the Customer immediately if things are not going to plan against key measures (or indeed if objectives are achieved ahead of schedule) so that they can rapidly scale activity up or down, as appropriate
- 3.3.5 allow for flexibility: while the ultimate objectives will remain constant, our means of achieving them may change as our understanding develops over time. As a result, the precise mix of out-take and intermediate outcomes may be refined during the campaign
- 3.3.6 provide support and tracking for general campaign activity, including attitudinal measures, as required.

- 3.4 The Customer's research requirements will relate to Universal Credit, pensions and savings communications activity, employment, health or disadvantaged groups and other subject areas of interest to the department.
- 3.5 The Supplier will work with the Customer to review their current evaluation strategy and inform design of their future approach. As a guide, the Customer anticipates the following research requirements to support Pensions and Universal Credit:
- 3.5.1 Quantitative tracking research into the impact of specific campaign activity for State Pension and Workplace Pensions (auto enrolment).
 - 3.5.2 Qualitative research into new Universal Credit and Pensions creative and messaging development.
 - 3.5.3 Quantitative tracking research into the impact of campaign activity for Universal Credit.
 - 3.5.4 Ad-hoc research and insight gathering.
- 3.6 Information about the three main Customer campaigns can be found online:
- State Pension at <https://www.gov.uk/yourstatepension>
 - Workplace Pensions at <https://workplacepensions.gov.uk>
 - Universal Credit at <https://www.understandinguniversalcredit.gov.uk/>

4. Key Milestones and Deliverables

- 4.1 The following Contract milestones/deliverables shall apply:

REDACTED TEXT

5. Management Information/Reporting

- 5.1 The Supplier shall provide research reports in appropriate and agreed formats which shall include analysis and recommendations, after each research exercise.
- 5.2 The Supplier shall provide the Customer with top line findings shortly after fieldwork has been completed, as well as full and final versions of the results.
- 5.3 The Supplier shall provide recommendations on what format of reporting will best feed into the Customer's reporting, and support appropriately the Customer's wider evaluation objectives requirements.
- 5.4 Reporting must be authoritative and comprehensive, and of publishable quality. It will be necessary to present this in a format, which can be readily understood by colleagues unfamiliar with communications or research terminology. This may include development of research summaries for external publication.
- 5.5 The Supplier shall provide regular written updates on the progress of the work they are carrying out, with additional weekly or fortnightly teleconference with the Customer.

REDACTED TEXT

- 5.6

- 5.7 The Supplier shall be flexible and responsive to need; for example at certain times, fast and succinct reporting may be required – either on existing data, or new research which we may want to commission on an ad hoc basis.
- 5.8 As part of agreed performance and service monitoring, the Supplier shall provide regular reports detailing the delivery of the Service as well as achievements, targets met, and lessons learned.
- 5.9 The Supplier shall provide all data tables and Statistical Package for the Social Sciences SPSS files and other relevant software packages for all the quantitative research undertaken.

6. Volumes

- 6.1 This is a call off Contract agreement and as such volumes cannot be guaranteed.

REDACTED TEXT

- 6.2 The Customer intends to call off this agreement as and when required.

7. Continuous Improvement

- 7.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 7.2 The Supplier should present new ways of working to the Customer during biannual contract review meetings.
- 7.3 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.

8. Sustainability

- 8.1 There are no specific sustainability considerations outside of those stipulated in the framework terms and conditions.

9. Quality

- 9.1 Quality of Contract deliverables will be measured as per the Service Levels and Performance stated at 13.1.
- 9.2 No specific quality accreditation required other than any stipulated in the framework terms and conditions.

10. PRICE

- 10.1 Day rates which will be used to price for ad-hoc requirements, including any extension options. Day rates submitted will remain firm throughout the life of the Contract.
- 10.2 The Maximum Contract Value (excluding VAT) is £4,575,000.00 which includes all extension options. REDACTED TEXT
- 10.3 The Customer reserves the right not to spend all of the budget and cannot guarantee a minimum spend.

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.
- 11.2 The Supplier's staff assigned to the Universal Credit campaign and the Pension Portfolio Research 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 by:

REDACTED TEXT

12.2 The Customer reserves the right to terminate the Contract early should these KPIs not be met on three consecutive occasions. In this case, the Supplier should assist in the transfer of responsibilities to an alternative Supplier or in house team.

12.3 In the event of poor performance through the failure to deliver the KPIs to time and/or failure to achieve the Contract Standards in accordance with the Contract, the Customer shall meet with the Supplier to understand the root causes of the issue. The Supplier shall formulate a Performance Improvement Plan to rectify these issues and meet the requirements stated.

12.4 The Customer reserves the right to terminate the contract early (in accordance with clause 23.3 of the Contract) if poor performance continues. The Supplier shall receive formal written warnings and will receive 3 months' notice (in writing) if the Contract termination was to be initiated.

12.5 Without prejudice to clause 24.3.2 of the Contract, upon termination of this Agreement for any reason whatsoever, other than a default by the Supplier, the Customer shall continue to be obligated to pay for the Contract Charges due (including, for purposes of clarity, the pro-rated fees for work undertaken) and pre-approved expenses incurred by the Supplier up to the effective date of termination, as well as any pre-approved and documented unrecoverable third party costs incurred by the Supplier as a result of such early termination.

12.6 The Customer will monitor the work of the Supplier throughout the Research Project through regular contact between the Supplier and the Customer's day-to-day contact.

12.7 The Customer will manage poor performance by the Supplier as set out in section 15 and in line with the terms and conditions of the resultant Contract.

13. Security and Confidentiality Requirements

13.1 The Supplier shall sign a Non-Disclosure Agreement and a Confidentiality Agreement when requested by the Customer.

13.2 The Supplier shall ensure that personal data is managed in accordance with the General Data Protection Regulation 2018 (GDPR).

14. Payment and Invoicing

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

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

14.3 Payment processes and ordering procedures will be in line with the Customer's current policy. Payment will be via purchase order. All invoices must be sent, quoting a valid purchase order number to:

REDACTED TEXT

15. Contract Management

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

16. Location

16.1 The location of the Services will be carried out at:

REDACTED TEXT

17. Additional Information

17.1 The Supplier will be expected to support the questionnaire development process, particularly in suggesting optimal and cost-efficient question formats. This may be provided remotely, but the Customer expects there will be a requirement for a set-up meeting, to run through the project logistics.

17.2 Some of the data resulting from this exercise may be used in press releases and published in various formats, after going through the Departmental Communications publishing process. In order to enable the Supplier to comply with its industry codes of conduct, any publication of Deliverables in the public domain must be approved by the Supplier prior to disclosure. The Supplier may **only** withhold on the basis that the Deliverables are used or presented in a misleading or illegal manner, or in any manner which would adversely impact upon the reputation or goodwill of Supplier. Supplier reserves the right to publish a correction in the event of such improper use or presentation.

17.3 The Supplier must provide the Customer with a main contact/account manager and at least two back-up contacts (these may be different contacts for quantitative and qualitative work).

ANNEX B

Supplier Proposal

The Services will be provided in line with the Supplier's original tender response of 15/02/19, an extract of which is below:

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Part 2: Contract Terms

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