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Order Schedule 20 (Order Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Order Contract

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Research Specification for HMRC Customer Immersion Programme

CCS Research & Insights DPS (RM6126)

Invitation to Tender

09 2022

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Definitions

"Confidential Information"	all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
"Economic Operator"	means any person or public entity or group of such persons and entities, including any temporary association of undertakings, which offers the execution of works or a work, the supply of products or the provision of services on the market.
"Public Contracts Regulation"	means the Regulations laid down in statute in the Public Contracts Regulations 2015 and any subsequent amendments.
"Sub-contractor"	any third party with whom: (a) the Supplier enters into a Subcontract; or (b) a third party under (a) above enters into a Subcontract, or the servants or agents of that third party;
"Supplier"	has the meaning given in the Form of Agreement;
"Tender"	means the formal offer or proposal submitted by a Tenderer in response to the Client's invitation to tender.
"Tenderer"	means an Economic Operator that has submitted a Tender.

Contents

Overview of Requirements 5
1. Introduction 5
2. Context 5
3. Aims & Objectives 5
5 Methodology & Scope 6
6 Service Requirements 8
7 Recruitment of customers 8
13 Length of Contract 11
14 Quality and Risk Management 11
15 Expertise and Capability 12
16 Project Management and Contract Administration 13
17 Queries on this specification 13
Submission of Tenders 13
18 Information on how and when to return tenders 13
19 Summary of requirements 14
20 Tender Evaluation approach 15
21 Quality criteria and how we assess quality 16
22 Price and how we assess price 19
23 Summary of evaluation criteria 21
24 Group Bids 22

Appendix A – Customer Immersion Programme 21
Appendix B – Customer Immersion Commissioning Template 26

Overview of Requirements

1. Introduction

1.1 HM Revenue & Customs (HMRC) invites Tenders from Crown Commercial Services' Research & Insights DPS (RM6126) aimed at continuing the HMRC Customer Immersion Programme.

1.2 HMRC intends for this contract to be in place by 28 November 2022.

1.3 HMRC will maintain the overall management of the project.

1.4 The contract will be awarded to the organisation that is deemed to have submitted the most economically advantageous tender (MEAT). Assessment will be based on the factors outlined in sections 15 to 18.

1.5 To ensure fairness all tenderers are required to submit their tenders in accordance with these instructions and any further requirements contained in the invitation letter. Failure to comply could invalidate your tender.

2. Context

2.1 The intention of the tendering exercise is to create a catalogue of standard Customer Immersion services / events with a standard pricing structure that the Client's staff can use to order to secure the services directly from the Supplier.

2.2 Since March 2011, HM Revenue & Customs (HMRC) (The Client) has commissioned a Customer Immersion Call-Off Contract to fulfil the need for undertaking Customer Immersion events with quick turn-around.

2.3 The current Customer Immersion Call-Off contract expires in November 2022.

3. Aims & Objectives

3.1 The purpose of the Client's Customer Immersion Programme is to undertake Immersion activities (usually meeting customers face to face where they will be asked to discuss their experiences of interacting with HMRC. On occasion draft forms or letters, Lines to Take, guidance or communication leaflets may be shared) to better understand the experiences of HMRC customers. The Client requires the assistance of a specialist Supplier to support its recruitment of sample customers (the Client will detail the customer specification in its commissioning document or on occasion provide 'customer

lists' from which the Supplier will recruit the sample customers needed) for 25 to 35 Immersion sessions per year and also provide wider expertise.

3.2 The Customer Immersion Programme provides the opportunity for the Client's staff to meet customers either virtually via MS Teams sessions or face to face at any HMRC location. The present contract has proved to be a highly successful programme across the Client's organisation; it has gained traction with HMRC's Board (Executive Committee), Senior Leadership Teams, Policy and operational colleagues as a useful tool to engage staff and enable greater empathy with the Client's customers.

4 Customer Immersion definition

For the Client, Customer Immersion entails:

4.1 HMRC staff having informal discussions with HMRC's customers enabling staff to understand their point of view and see things through their eyes so the Client can make better decisions. Immersion activities are run internally and facilitated by HMRC's own staff and take place as an informal way of learning and understanding real issues that the Client's customers face.

4.2 A way of helping everyone in the Client's organisation become more customer focused, from those who have no direct customer contact through to those who deal with customers on a daily basis.

4.3 An informal way of understanding real customer issues such as phone contact, digital services, guidance, complaints procedures etc.. Moreover, Customer Immersion is not statistically robust and should not be used as a replacement for research. It can offer very valuable insights and highlight some key issues from the customer's viewpoint but cannot be used as the sole basis of business decisions.

4.4 A vast range of activities as outlined in Appendix A 'Customer Immersion Programme' that essentially bring customers and the Client's staff together to consider and delve into our customer's issues.

5 Methodology & Scope

5.1 Customer Immersion has evolved within the organisation as a useful tool to enable greater empathy with the Client's customers and build staff capability. All sessions are run and facilitated internally by HMRC's Immersion Team. Our key objectives are as follows:

a) Encourage the Client's staff to think about customers: Customer Immersion activities should allow staff at all levels to engage emotionally with our customers to gain an understanding of their diverse issues. Increasing emotional engagement of senior staff with customers across the organisation

further enables them to lead and inspire their staff with customer-centric thinking;

b) Develop an awareness of our customers: Listening to and understanding the motivations, needs, barriers, and behaviours of HMRC customers are important to developing cost-effective and successful policies. It is therefore essential that HMRC staff experience the perception of 'HMRC' and the 'tax system' from a customer's point of view. This Programme is therefore critical in order to deliver activities in this area and enhance cultural change within the organisation;

c) Provide a quick and salient service to HMRC customers: Customer Immersion activities (face to face meetings, virtual MS Teams sessions, group discussions) where empathy and understanding are the central focus, used in conjunction with a range of other business tools to include but not limited to Research and Innovation, are fundamental components to achieving the delivery of the Department's Strategic Objectives, e.g. improve the customer experience; and

d) To be used as a route to formal research, consultation or Call for Evidence and the Supplier must work with the Client to constantly look for innovative ways to ensure it is exploited properly and to its fullest potential whilst delivering value for money.

5.2 The Supplier is needed to provide:

- customer recruitment services i.e. bringing customers into the Department using industry standard recruitment procedures via recruiters in the 'field', potentially recruiting from HMRC supplied lists where recruitment may be considered 'niche', sourcing customers from trade / business journals, industry forums etc to engage with our staff;
- accurate costs for each commission;
- recruitment screeners; and
- skills & knowledge transfer where needed i.e. working collaboratively to innovate working practices to ensure Immersion sessions can continue in light of unforeseen circumstances such as Covid-19.

5.3 The Client continues to look at further ways to promote the benefits of it using internal communications, presentations etc as the product evolves into a more widely used tool across the business. To offer a truly valuable experience to staff and customers in the future, the Client requires a Supplier to provide their expertise. For example, sharing best practice in terms of continuing to engage with customers and offering, developing solutions and processes in the light of circumstances beyond our control (e.g. Covid-19).

5.4 In addition to recruitment capability, the Supplier will need to provide other related services upon request, such as but not exclusive to, developing recruitment screeners and host / hostess services at face to face events.

6 Service Requirements

6.1 Recruitment will be the primary requirement under the contract (90% of the work stream), development of pricing and recruitment screeners. We would also seek to work in partnership with any Supplier to, for example, look at innovative ways of delivering Immersion in the face of external challenges (e.g. Covid-19).

7 Recruitment of customers

7.1 The Supplier will be required to recruit customers for all the Client's Immersion events, including one-off sessions and larger scale events. Expectation is for 25 to 35 sessions to be run each year and on occasion, these sessions and events may take place simultaneously.

7.2 On very rare occasions the supplier will be expected to recruit customers at short notice.

7.3 Each session is expected to consist of group discussions lasting between 60 to 90 minutes involving between 4 and 8 customers at each session.

7.4 The Client will promote effective planning, however, where the Client requires a rapid mobilisation the Supplier will need to be available for an Immersion event within one weeks' notice.

7.5 Customer Immersion events can take place at any of the Client's offices or operational centres, which are based across the UK, including but not exclusive to London, Liverpool, Newcastle, Nottingham, Manchester, Telford, Birmingham, Bristol, Edinburgh and Glasgow. Additionally, events can also take place at other independent venues.
The types of independent venues which the Supplier will be occasionally required to provide include, but not exclusive to;

a) Viewing facility – a specialist facility whereby respondents can be observed remotely during an event; and

b) Hotel – conference room type facility for events.

7.6 The Client's customers cover a broad cross section of the UK population and the Client will require the following customer groups to be recruited:

a) Individual customers: Employers and employees, Self Employed and those in Self-Assessment, Tax Credit Customers, Pensioners, and Students etc;

b) Business customers: Small and Medium Enterprises (SMEs), including employers and individuals in the organisation responsible for dealing with HMRC, running payroll, paying tax, plus agents and accountancy firms etc.;

c) Customers that have been in contact with HMRC in the last 6 -12 months as directed by HMRC;

d) Customers with Protected Characteristics or accessibility issues;

e) Customers from a wide geographical spread; and

f) The ability to recruit from a Client supplied customer list.

The above list is not exhaustive. While these customers do form the basis of the Client's standard customers, there will be additional criteria within this group. Should the Client's recruitment needs require a specific hard-to-reach quota, the Client would engage in discussion with the Supplier.

7.7 The Supplier must ensure that suitably experienced staff are used in the recruitment of customers, which may require recruitment agents (Recruiters) based in and around the location of the event to be used.

7.8 The Supplier will develop a recruitment screening process based on the person specification and requirements as detailed in the Client's commissioning template.

7.9 Prior to sessions commencing the Supplier will provide a confirmed customer attendance list to the Client usually within two days of the session running, unless otherwise agreed. Any changes or amendments to customer attendance to be notified to HMRC as soon as possible.

7.10 Where virtual sessions are held, the Supplier will issue on behalf of the client aide memoirs, joining instructions and other information as needed to assist the customer at the session.

7.11 The Supplier will administer reimbursement of incentives on behalf of the Client. Incentives can vary depending on the customer group being recruited and will be used to compensate HMRC customers for the time and any potential out of pocket expenses incurred to attend the event.

7.12 The Supplier will be required to agree a process with the Client to record attendance of HMRC customers upon arrival at events, including approving the content of the 'signature form' which the Host / Hostess will administer, to account for attendance and any incentives made.

7.13 Where the session is held 'virtually' payment will be made via the Supplier to the customer via BACS Transfer. The Client will in these instances confirm attendance of the customer at the session to the Supplier.

7.14 The Client will request the Supplier to assist with designing and providing discussion guides on an ad-hoc basis. Where the Client requests the Supplier to assist with or prepare discussion guides, any costs should be agreed in advance prior to the work taking place and should be charged for once the work is complete.

7.15 Where the event is face-to-face the Supplier will need to provide a Host / Hostess to meet and greet HMRC customers attending an event. This will be

necessary to administer the reimbursement of incentives (should payment via BACS transfer not be achievable) where the type of event warrants the use of incentives which have been agreed prior with the HMRC Customer in order for them to participate in the event.

8 Consultation

8.1 As outlined above, recruitment will be the main role for the Supplier. However, the Client would like to work with a Supplier that can offer advice and consultation and for the Supplier to be involved in decisions that affect the programme alongside developing a strong collaborative working relationship.

9 Use of the Programme

9.1 Based on previous volumes the Client expects there to be a minimum of 75 sessions held throughout the term of the three years of the contract.

9.2 HMRCs board members, Executive Committee, have articulated their strong support for tools / activities of this nature to exist within the organisation and this commitment and drive from board level and from Senior Leadership Teams has steadily increased demand across the Client's organisation.

10 Commissioning an Assignment

10.1 The Client will use the following process to commission an assignment under the Programme:

a) The HMRC manager contacts the Suppliers Programme lead and provides a brief of the assignment usually on a commissioning template (Appendix B);

b) The Supplier appoints a named project lead who discusses the needs with the HMRC manager – to clarify the approach, issues and timescales (Immersion Events on average take 8 weeks from inception to running the event);

c) Should the Client wish to proceed, the Supplier would then provide a detailed written work plan and proposed cost for the assignment which will form the basis of the contractual arrangements for that assignment;

d) While writing the proposal, the Supplier will be expected to begin the planning of the assignment and preparation of screener to enable time advantage;

e) Assuming the Client agrees to the proposal, the assignment will be formalised using the Purchase Order that funds have been secured against for the financial year; and

f) On occasions the Client may need to recruit a niche stakeholder group this will mean providing an HMRC 'customer list' to the Supplier. The Supplier should have the capability to receive password protected documents, including but not limited to password protected excel sheets containing basic customer identifiers usually via a stand-alone PC. The Supplier should use the

list for the recruitment needed and then have specific deletion software and appropriate Cyber Security Accreditation.

11 Project Governance

11.1 When commissioning an assignment under the contract, the Supplier will communicate with and maintain a close working relationship with the Client's internal Immersion experts, from the Customer Immersion Team.

11.3 The Client will seek to ensure that after the completion of any assignments let under this contract that the process works to the benefit of both organisations. The Client will undertake a review process every three months to establish the extent to which the Client's needs are being met during the Call-Off contract period. This will be by way of a general discussion, face to face if possible.

12 Acceptance of Proposal

12.1 Upon receipt of the proposal, the Client will carry out an evaluation to ensure that the proposed service will meet the needs outlined in the specification whilst offering Value for Money.

12.1 The Client reserves the right to reject any aspect of the proposal.

13 Length of Contract

13.1 This Call-Off contract will last for three years.

13.2 The award of this Contract does not guarantee that any work will be commissioned through it. While we anticipate using this Programme for discrete Customer Immersion needs with our customers, no guarantees are provided in respect of exclusivity.

14 Quality and Risk Management

14.1 HMRC expects the Supplier will hold the following professional accreditation: a member of the Market Research Society or similar, AQR, Cyber Security Essentials, company IT Policy, GDPR Policy.

14.2 Tenderers must include a project plan and time schedule for the work that identifies the main tasks and key milestones that will be used to monitor progress, indicating clearly where HMRC is expected to contribute.

14.3 Tenderers must include a quality control plan of no more than 2 pages with their proposal, which must demonstrate their internal procedures to assure quality control. In particular, this must include details of GDPR process, IT Policy documentation, Cyber Security principles, data retention periods and deletion processes where the Client will be providing customer lists.

14.4 Tenders must also include an assessment of the key risks to this project. This should identify the most significant risks to successful completion of the programme of work, assess the degree of risk (likelihood and impact), and set

out strategies for minimising these risks and managing the consequences if problems occur. A risk register template is attached.

15 Expertise and Capability

15.1 HMRC want Tenderers who can demonstrate that their proposed team has;

a. Relevant understanding of Customer Immersion as a capability building tool in a large business environment

b. Experience recruiting from specific participant groups:

   Individual customers: Employers and employees, Self Employed and those in Self-Assessment, Tax Credit Customers, Pensioners, and Students etc;
   Business customers: Macro, Small and Medium Enterprises including employers and individuals in the organisation responsible for dealing with HMRC, running payroll, paying tax;
   Agents and accountancy firms etc.
   Customers having contacted HMRC in the last 6 - 12 months as directed by HMRC;
   Customers with Protected Characteristics or accessibility issues
   The ability to receive securely and recruit from Client produced customer lists as required

c. The ability to recruit customers from across all four UK Nations as required

d. The ability to react with speed to recruitment requests at short notice

e. Availability, when virtual Immersion sessions are running, to be on hand to contact / assist customers with any IT issues

f. Any other experience they consider relevant should be highlighted in their response.

15.2 Proposals need to summarise the skills and expertise relevant to this requirement that particular members of staff bring to the team and clearly identify the project manager, with CVs included as an annex.

15.3 The Tender will specify details of which parts (if any) of the project will be sub-contracted, the name of the sub-contractor who will work on the project, their experience of related research, and their responsibilities within the project. If it is proposed to sub-contract any of the work, the same details as those provided by the Tenderer will be given about the qualifications, experience and responsibilities of sub-contractor staff involved along with a description of their respective roles and the management arrangements put in place. The

successful Supplier will be held to account for the performance of any sub-contractor and needs to demonstrate their confidence to successfully manage sub-contractors. This should also be considered for any joint submissions, as the second Tenderer will be treated as a sub-contractor.

16 Project Management and Contract Administration

16.1 Paul Maddison is HMRC Manager for this project. They will be responsible for the day-to-day management of the contract. Once the contract has been awarded, all contact with HMRC concerning the project should be made through them. The research organisation will be required to appoint a contract manager who will act as the principal point of contact for the Department.

16.2 The research organisation will be expected to work closely with the HMRC project manager and through them, with internal customers within HMRC throughout the duration of the contract. They must be kept informed of progress and be involved in key decisions. Proposed changes in project staffing (at all levels) or deviations from the agreed work programme must be discussed and agreed with the project manager in advance.

17 Queries on this specification

17.1 Tenderers with any queries about the specification should contact ***{REDACTED}*** on e-mail: ***{REDACTED}*** The deadline for queries is 4 pm on 23 September 2022. Responses will be sent to all Tenderers by 30 September 2022.

17.2 Please note that the responses to any queries will be shared with all Tenderers.

Submission of Tenders

18 Information on how and when to return tenders

18.1 Tenderers must provide notification of their intention to submit a Tender by email to ***{REDACTED}*** no later than 4pm on 20 September 2022.

18.2 You must send a PDF or read-only electronic copy of your Tender (excluding costs information which will be sent separately *as an excel spreadsheet* as per 19b) by e-mail to arrive at the following address ***{REDACTED}*** no later than 4pm on 13 October 2022 (unless the date is subsequently amended in writing by the Department). No hard copies of the tender are required.

18.3 Costs information should be submitted separately from the Tender to the following email address ***{REDACTED}*** by the same time as stated in section 19. You should not send the costs information to the named contact in 17.1.

18.4 Tenderers should note the following:

Action	Start date	End date	Contact
ITT issued	15 September 2022	15 September 2022	***{REDACTED}***
Submit queries	15 September 2022	4pm on 23 September 2022	***{REDACTED}***
Answers will be provided by		30 September 2022	***{REDACTED}***
Notify your intention to submit a proposal	15 September 2022	4pm on 20 September 2022	***{REDACTED}***
Submit read only tender and costs via email	15 September 2022	4pm 13 October 2022	**Tender:** ***{REDACTED}*** **Cost proposal:** ***{REDACTED}***
Evaluation	14 October 2022	20 October 2022	
Unsuccessful Tenderers notified of outcome	w/c 22 October 2022		***{REDACTED}***
Contract award completed		11 November 2022	***{REDACTED}***

18.5 If your Tender is submitted in the name of one company or organisation but you intend submitting invoices in the name of another, or require payments to be made to another, please give full details. Otherwise, there may be delay in payment.

19 Summary of requirements

19.1 Tenders must include the following information:

a. A written Tender in a read-only pdf including:

- A detailed written Tender detailing how you will meet the requirements, aims and objectives as outlined in Sections 3-15 of the ITT. This must also include the proposed team composition including the staffing level (grade) of each member of the team and the number of days given to each key stage of the project per team member in this section (excluding costs). This document should not exceed 20 pages; information beyond this limit will not be considered during evaluation;

- Where incentives are proposed, you must include a description of the type of incentive to be used and their total cost in your written

Tender (no other cost should be contained within your written proposal);

- The Curriculum Vitae (CV) of key personnel proposed, their status within the company and area of expertise. This particular document must be attached to the written Tender as an annex and each CV should not exceed 2 pages; information beyond this limit will not be considered during evaluation; and
- A response to the Social Value tender question included within Annex D Social Value.

b. A firm price (exclusive of VAT) in a read-only Excel spreadsheet as detailed in Section 22. This should be separate from the proposal. It must include:

- A firm and specific total price;
- Details of key individual personnel's chargeable day rates;
- Chargeable rates for other personnel proposed. Where these can be identified as groups (e.g. administration, support etc.) then a group rate will suffice; and
- Any further costs identified.

c. A fully completed compliance check form (see Annex C) which provides the information necessary for HMRC to undertake the appropriate tax compliance checks. By providing the details requested on this form the tenderer consents to HMRC completing tax compliance checks on their organisation. The Sub-Contractors Revenue Compliance Consent form (see Annex E) will also be required where the supplier intends to use key subcontractors to deliver the service.

d. A fully completed security questionnaire, provided in Annex F. The purpose of this is to outline the tenderer's security arrangements.
This will not be evaluated to determine the highest-scoring tenderer as part of the tender, but as per 14 and 14.3 of this ITT, each tenderer will need to complete this in full prior to be considered for award.

19.2 Tenders should not exceed 20 pages (excluding annexes). Information included after this limit will not be considered.

20 Tender Evaluation approach

20.1 HMRC will evaluate the contract based on MEAT. Quality forms 80 per cent and price 20 per cent of our assessment of MEAT.

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21 Quality criteria and how we assess quality

21.1 The Tender will be evaluated by a minimum of 3 evaluators to determine the Quality score.

21.2 Quality will be assessed separately to cost. Quality criteria will be evaluated on a scale from 0 to 100 (where 0 = totally fails to meet the criteria and 100 = fully meets the requirement, with detailed explanation/evidence in support). A detailed breakdown of the evaluation methodology is as follows:

Score	'Open' Question Criteria
100	The response is excellent and completely relevant. The response is comprehensive, unambiguous and demonstrates an excellent understanding of, and meets, the requirements in all aspects, with no clarification required. The response is well thought out and/or provides • highly credible examples; • benefits; or • innovation
80	The response is good and highly relevant. The response indicates a good understanding of the requirements and provides sufficient detail across all areas. The response demonstrates how the requirements will be met in the main, which may require minor clarification only.
60	The response is satisfactory and relevant. The response indicates a satisfactory understanding of the requirements in most aspects, although may lack detail in certain areas. The response suggests that the requirements would be met satisfactorily but may require some clarification.
40	The response is limited and partially relevant. The response indicates partial understanding of the requirement. The response contains ambiguities which suggests that the requirements would not be met unless significant revisions were made to the proposal.
20	The response is poor and only partially relevant. The response addresses some aspects of the requirements but contains insufficient/limited detail or explanation. The response demonstrates only limited understanding of the requirement. The response contains deficiencies which suggest the requirements would not be met.
0	The response is not considered relevant. The response is unconvincing, flawed or otherwise unacceptable. Response fails to demonstrate an understanding of the requirement.

21.3 HMRC reserves the right to not consider for award a tender that scores below 60 in any of the Expertise and Capability criteria as listed at sections 6, 7 and 15.1. Excluding Social Value, which will be scored from 0-100 as outlined above, however, scores below 60 will not result in exclusion.

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21.4 Tenderers must submit a written Tender demonstrating how they can best meet HMRC's service delivery requirements as set out within sections 3-15 of this ITT. In their tender Tenderers will be evaluated on:

80% of the overall score will be assigned to quality as detailed below. For evaluation purposes, the remaining 20% will be the price of the tenderer's overall score.

a. Addressing Aims & Objectives (20%)

- The extent to which the proposed approach demonstrates that it will deliver in full the aims and objectives as specified in Sections 3 and 4.
- The extent to which the tenderer demonstrates that they have understood the context and key issues for the project and have subsequently presented an approach which has been tailored to meet HMRC's requirements.

b. Methodology and scope (20%)

- The extent to which the proposed methodology meets the requirements as set out in Section 7 in full.
- The extent to which the tenderer proposes an appropriate and effective recruitment strategy for the specified research participants
- The extent to which the tenderer can demonstrate that their approach incorporates proven methods to maximise response rates and manage recruitment risk.

c. Delivery to Time (10%)

- Whether the tenderer has satisfactorily demonstrated that their strategy will deliver each of the required activities as set out in Section 7 and any additional activities as outlined by the tenderer in their approach, in full within the required timelines or sooner.

d. Team (10%)

- The extent to which the tenderer can demonstrate that their proposed team meets the required experience and expertise in full as outlined in Section 15. Please include the staffing level of each member of the team and the number of days given to each key stage of the project per team member in this section (but do not include the costs).
- The extent to which the tenderer demonstrates that their proposed team composition and team management approach will ensure that the team has the capacity to deliver the requirement in full, even during busy periods or in periods of absence and/or illness.

e. Quality standards (10%)

- Whether the tenderer has satisfactorily demonstrated that they are able to meet the professional accreditation and/or quality standards as set out in Section 14.
- The extent to which the quality control plan submitted by the tenderer satisfactorily demonstrates that the proposed internal procedures will effectively assure quality control as set out in clause 14.3 of the ITT.

f. Social Value (10%)

- Bidders are required to provide a response to all questions included in Annex D Social Value. Responses to each question must not exceed 1,000 words.

21.5 Tenderers must set out their tender according to the quality criteria set out under 15.2 but can add additional sections such as an introduction and summary.

21.6 HMRC may invite Tenderers to clarify elements of their Tender as part of the process to assess the quality score. If any clarification is needed this will be conducted during the evaluation process via correspondence.

22 Price and how we assess price

22.1 The budget available for the Customer Immersion Programme for the 2022 – 23 financial year is £30,000 (excluding VAT). Tenderers are asked to submit costings within this budget.

22.2 Tenderers must separately provide a firm total cost offer (excluding VAT) giving a breakdown of costs in 'person days' to each task, as outlined below. This should be sent separately from the main tender. Separate tables should be provided for the lead Tenderer and any sub-contractor.

Activity	Personnel staffing level (grade)	Number of days per team member	Day rate per team member	Over-heads	Total (£)
Design and set up including provision of indicative costs for session based on commission from HMRC					

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Activity	Personnel staffing level (grade)	Number of days per team member	Day rate per team member	Over-heads	Total (£)
Recruitment of customer respondents 60 min (1hr) Discussion Groups (4- 8 customer respondents)					
Recruitment of customer respondents 90 min (1.5hr) Discussion Groups (4- 8 customer respondents)					
Recruitment of customer respondents 60 min (1hr) Discussion Groups (4- 8 respondents recruited from customer lists)					
Recruitment of customer respondents 90 min (1.5hr) Discussion Groups (4- 8 respondents recruited from customer lists)					
Viewing Facility administration costs					
Venue Hire - Hotel (Max: 4 hours) administration costs					
Host/Hostess services (when required)					
Other costs including customer incentive payments					

Activity	Personnel staffing level (grade)	Number of days per team member	Day rate per team member	Over-heads	Total (£)
Project Management to include regular updates and progress checks					

22.3 For the avoidance of doubt, the unit costs/rate provided in the cost model at 22.2 must be the total cost of delivering that activity/service, inclusive of all third-party costs.

22.4 Tenders that do not supply a schedule of costs in the format outlined above will not be accepted. Rows/columns can be added to the above table as necessary.

22.5 If the decision not to continue with this project at any stage has additional costs associated, this must be clearly identified and a justification for these costs provided. Any additional costs identified will be subject to negotiation and agreement with HMRC prior to any contract being awarded.

22.6 The evaluation methodology will be as Section 21.

23 Summary of evaluation criteria

23.1 The scores for quality and cost will be added to provide an overall score from 0 to 100, as summarised below.

Scoring Matrix

Evaluation criteria	Weighting
Quality	**80%**
a) Addressing aims & objectives	20%
b) Methodology & scope	20%
c) Delivery to Time	10%
d) Team	10%
e) Quality standards	10%
f) (Social Value)	10%
Price	**20%**
Total	**100%**

23.2 The tender with the highest overall mark will be selected by HMRC as the tendering organisation deemed to best meet the requirement and provide greatest value for money.

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23.3 Clarifications with Tenderers may be required at any point of the tendering process in order to clarify any aspects of their proposals.

24 Group Bids

24.1 A single entity must enter into the contract. In the event of a group of service Suppliers submitting an acceptable offer, the group will be required to nominate a lead partner with whom the Authority can contract. Alternatively, the group will need to set up a Special Purpose Vehicle (SPV) before contract signature. An undertaking that the group will so form themselves must be provided when the tender is submitted.

24.2 Where a group intends to form a SPV, as described above, they must provide the undertaking in the form of an electronic document (e.g., PDF), separate to other documents.

24.3 A fully completed compliance check form which provides the information necessary for HMRC to undertake the appropriate tax compliance checks, including the details of any proposed subcontractors and all group participants in the event of a group bid must be submitted with the tender. The Subcontractors Revenue Compliance Check form can be found in the ITT email.

Appendix A – Customer Immersion Programme

- **The benefits of Customer Immersion**
- **The limitations of Customer Immersion**
- **Do I need research or Immersion?**
- **Annex: Immersion options**

The benefits of Customer Immersion

Customer Immersion consists of carefully constructed activities which help the Client's staff spend time listening to, observing and/or carefully questioning customers in a relaxed open environment, in order to help gain a really good understanding of where they are coming from and to have a better basis on which to engage with them. Sessions are held face to face or virtually via MS Teams.

It allows the Client's staff to develop an appreciation of: what customer's experiences of interacting with HMRC are like; what is important to them; how they think, feel and act; what they think of particular aspects of taxation and how they feel about dealing with HMRC. The Client's staff meet customers, exploring/understanding their attitudes, behaviours, drivers and perspective of the services HMRC provide. Immersion sessions tease out areas for improvement, can help reshape intended policy, products or processes that may lead to qualitative or quantitative research, consultations or Calls for Evidence. Discussion groups develop the Client's staff capability building empathy/understanding of personal issues on sensitive/emotive subjects that surface a diverse range of thought and opinion. Major changes may not be identified however, smaller incremental changes implemented make can make HMRC services smoother, more understandable and easier for the customer. Hearing from customers and businesses first-hand highlights how HMRC's intended policies, products, services or processes impact them.

Getting closer to customers also helps the Client's staff to develop much greater empathy for them - encouraging, as it does, the use of emotional intelligence and engagement with them as 'real people' rather than the 'wholly rational agents' they can sometimes be assumed to be.

Importantly, Customer Immersion can provide staff with the kinds of personal 'stories' that are hugely useful in illuminating discussion, making debates meaningful, and illustrating key

points - bringing customer's viewpoints to life in a living, breathing way. This in turn helps make the customer central to what everything HMRC does, in a much more vivid manner.

The limitations of Customer Immersion

Customer Immersion is generally small scale and 'illustrative'. Unlike research it does not have: representative samples; multiple interviews; trained objective/detached moderators; a system of cross comparison and rigorous analysis of findings.
Immersion is best used (in conjunction with other sources of customer knowledge) as an informal way of learning and understanding real customer issues. It can offer very valuable insights and can certainly highlight what some of the key issues might be from the customer's viewpoint. But it cannot be used as the sole basis of business decisions.

Do I need Immersion or Research?

The table below gives some pointers to think about. If the answers are all in the research column then they need research but if they are in the Immersion column only then Immersion is the best option.

Research	Immersion
I need a firm answer to an important question	I need a better feel for customers in general
I want to make business decisions on the back of this interaction with customers	I need an appreciation of the issues from the customer perspective
I need to get a good understanding of the variations in how different people see the same issue	I want to explore how the customers viewpoint might differ from mine or others within HMRC
I need customer input to help resolve a specific problem	I need customer input to help start thinking about a specific problem

Key Customer Immersion Options

This is not an exhaustive list of the different types of Immersion available but represents some of the most commonly used types

Immersion Activity	Useful for	Cost indication	Recommend-ed number of

			observers/ moderators per session
1. Viewed Immersion groups. Group discussions can be run by an experienced external moderator in a facility which permits a number of people to watch from behind a viewing mirror. A confident moderator will be provided by the Customer Immersion Team	Groups in general are useful for getting a broad range of views and for when customers may not have given a great deal of rational thought to why or how they do something. – The process of discussing with others helps them to think about and articulate their thoughts on a subject. An external moderator is useful for when the subject matter means it may be difficult to get the customers to open up or if there is no-one available internally who can moderate a group.	Very High	6+ The remoteness of viewing does not really lend itself to the Immersion experience but can be a useful option.
2. Participatory groups – can be run by an experienced external moderator with a mix of HMRC staff and customers taking part in the discussion together usually a confident moderator will be provided by the Customer Immersion Team can be face to face or virtual	Good for allowing a number of team members to discuss a subject area with customers in a controlled way. Can be very useful if the subject matter requires some detailed knowledge e.g.a niche HMRC topic. Or in situations where different members of the team have different hypotheses/points of view they want to test.	High	3-4
3. Immersion groups run by HMRC staff – either mini groups or full groups can be face to face or virtual	Great way of exploring issues first hand with a number of customers. Interaction between participants makes it more likely that the subject will be thoroughly discussed/debated. Requires confident moderator that will be provided by the Customer Immersion Team	Med/ High	2-4
4. Group/depth hybrid, - group consisting of mix of HMRC staff and customers is run by external moderator. Group then splits into series of individual or paired 'speed dating' interviews	Good for instilling confidence in both customers and those with little/no moderating experience. Good way of introducing a number of HMRC staff to Immersion activities. Requires confident moderator that will be provided by the Customer Immersion Team	Med/ High	4

5. Series of brief (10-20 minute) individual face to face 'in-depth' interviews – speed dating. Several HMRC staff can each talk to a number of customers in the same session	Good way for number of HMRC staff to each talk to a selection of customers – gaining. (Can each cover different issues/topics with the customers and share info at the end) Requires confident moderator that will be provided by the Customer Immersion Team	Low/ Med	5+
6. Individual face to face 'in-depth' interviews (normally between 45mins – 90 mins depending on the topic)	Good for when seeking a reasonable amount of detail from the customer. Allows you to explore in depth how customers approach a particular activity. Also appropriate for when people are likely to be more open and honest in a one to one situation. Requires confident moderator that will be provided by the Customer Immersion Team	Low/ Med	1
7. Paired face to face 'in-depth' interviews	Same as individual face to face in depth but gives some opportunity to compare and contrast customer perspectives. Useful for subjects where an element of discussion may help the customer think around the issues or better articulate their own point of view. Limited use by HMRC Customer Immersion Team where used requires confident moderator that will be provided by the Customer Immersion Team	Low/ Med	1
8. Assisted 'in-depth' interviews – external moderator assists with the questioning in the first interview	Same as individual in depth interviews – but 'professional' moderator is present to provide training/assistance.	Med/ high	1
9. Telephone 'in-depth' interviews	Useful for when customers are difficult to recruit for face to face interviews – e.g. time poor or geographically dispersed. Can be more difficult to build a rapport with the customer though. Also, more difficult to show anything visual, so can be a little less productive in some respects. Often very worthwhile nonetheless. Limited use by HMRC and their Customer Immersion Team	Low	1

10. Accompanied tasks – single customer	Interviewer watches/questions customer as they attempt to accomplish a tax related task – e.g. finding info on the website or filling in a form. Very good for understanding the problems with the process. Limited use by HMRC and their Customer Immersion Team	Low/ Med	1
11. Pre-tasked interviews or Immersion groups	Customers are asked to accomplish a task or series of tasks prior to attending an interview. This could be a task they have never done before or it might to help them remember the specifics of something they did some time ago. Pre-tasks can also include keeping a diary of everyday events (e.g. at work) that may help the discussion on a certain subject. Pre-tasks help ensure customers come along to the interview with a view on a topic. Limited use by HMRC and their Customer Immersion Team	Med/ high	1 for interviews 2-4 for groups
12. Interviewing HMRC front line staff	Quick way of getting the benefit of the 'concentrated learning' these staff have about particular aspects of customer behaviour, attitudes or issues. Can be done face to face or via MS Team. Ideal where HMRC staff are also a customer e.g. Student Loans, Tax Credit customer	Low	1
13. Listening in on customer calls or sitting in on customer visits to HMRC	Gives direct experience of the key issues that customers present, their attitudes/demeanour and the way they talk about these issues Limited use by HMRC and their Customer Immersion Team	Low	1
14. Attending HMRC customer visits/inspections.	Direct experience of customer responses and issues. Limited use by HMRC and their Customer Immersion Team	Low	1

All the above can be conducted with individual or business customers - as well as with agents/representatives, or a mix of customers and their agents.

These can be conducted at the participant's place of work or home, at HMRC offices or in a neutral hired venue such as hotel meeting room or research 'viewing facility'.

Rarely if at all will an Immersion session be held in the place of work or home of a customer. HMRC Offices with viewing facilities can be used but the 'remote' feel of the viewing facility does not lend itself to the purpose of Immersion which in the main is to allow the Client's staff to meet, understand and empathise with the customer.

APPENDIX B – Customer Immersion Commissioning Template

HM Revenue & Customs

HM Revenue & Customs

Customer Immersion Commissioning template

Customer Immersion Programme
The Customer Immersion Programme is a 3-stage process: 1. **Identification** of need to build staff capability and meet our Charter obligations through events / sessions enabling staff to gain a greater empathy and understanding of HMRC customers 2. **Evaluation** / Next steps of the benefits of the event/session looking at the impact on attitudes/behaviours of staff and the products, policy and processes 3. **Promotion / publication** of the session outputs as a learning / information product **By commissioning an event you are signing up to the Programme.**

Part A Line of Business to complete

1	**Title of event**	
2	**Line of Business and contact**	
3	Event/session purpose and deliverables	
Please outline your **key objectives** for this event		
Charter (please outline what part of the Charter are you fulfilling)		

Learning (please identify the specific areas of development Customer Immersion will provide):
Benefits/outcomes (please outline what changes you are expecting as result of the event):
Timescale When do you expect to realise the learning / benefits the outcomes/changes/ to have made a difference to individuals or change what is happening?

4 Customer Immersion event (technique and methodology to be used)		
Type	**Description of method**	**Facilitation**
Date and timing of event / session	**Location** (Please give full address including postcode)	Contact details at location:
Refreshments It is recommended that refreshments are provided ie. tea/coffee/water. (usually supplied by the CI Team)		
HMRC presence	Number of staff attending each event/session	Number of CI team staff attending
Observer(s)	Are you able to offer up an observer space for 1 or 2 HMRC staff?	Number of observers

5 Recruitment	
Specification Types and numbers of customers required	Agreed with CI team

Be as specific as possible. Please include whether business, individual or agent. Detail desired key characteristics, essential tax products or tax experience.	

6 Evaluation of event/sessions	
As part of the programme the CI team are interested in evaluating how Customer Immersion has added value to the staff and business. We will engage with you within 6 months after your event/session. **Please choose your preferred method and timescale** You may decide on a combination - please add any comments after discussing the options with CI team	
Immediate reaction staff evaluation questionnaire	
Post event/session LoB focus group	
AAR - After Action Review with LoB/staff and CI team	
Personalised log tailored to objectives/purpose/learning needs	

Customer Immersion disclaimer
The Customer Immersion Programme has been designed to help all staff in HMRC gain a deeper understanding of the customers they serve. The events are an approach to aid a conversation enable informal interaction and discussions between HMRC staff and a small number of customers (to include individuals, business customers and agents) **A Customer Immersion event is not primary research** (nor is it a substitute for research) Please sign and date below **to confirm** that what you and/or your staff have learnt at the Customer Immersion event will not be used to make a business decision, resolve a business problem or drive a business change. **Name**

Part B Customer Immersion Team and Agency to complete (if appropriate)

Crown Copyright 2021

7 Contract details		
Event requirements	**Service required from agency**	**Yes/No**
	Recruitment	
	Hostess (provided as standard at all Customer Immersion events)	
	Venue (if not in HMRC offices)	
	Facilitation of the event	
	Support with Project Design	
Invoicing details	**Purchase Order Number:**	
	Estimated costs and invoice sent to (email):	
	Point of contacts at HMRC (name, email and telephone	

Annex A – Additional Contractual Information

E. PROTECTION OF INFORMATION

E1 Authority Data

E1.1 The Provider shall not delete or remove any proprietary notices contained within or relating to the Authority Data.

E1.2 The Provider shall not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Provider of its obligations under this Contract or as otherwise expressly authorised in writing by the Authority.

E1.3 To the extent that Authority Data is held and/or processed by the Provider, the Provider shall supply that Authority Data to the Authority as requested by the Authority.

E1.4 The Provider shall take responsibility for preserving the integrity of Authority Data and preventing the corruption or loss of Authority Data.

E1.5 The Provider shall perform secure back-ups of all Authority Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the Provider's Business Continuity Plan. The Provider shall ensure that such back-ups are available to the Authority at all times upon request and are delivered to the Authority at mutually agreed intervals.

E1.6 The Provider shall ensure that any system or media on which the Provider holds any Authority Data, including back-up data, is a secure system that complies with the Security Policy detailed in the Annex to the Appendix (Security Requirements and Plan).

E1.7 If the Authority Data is corrupted, lost or sufficiently degraded as a result of the Provider's Default so as to be unusable, the Authority may;

a) require the Provider (at the Provider's expense) to restore or procure the restoration of the Authority Data or Personal Data and the Provider shall do so as soon as practicable but not later than 5 working days; and/or;

b) itself restore or procure the restoration of the Authority Data or Personal Data, and shall be repaid by the Provider any reasonable expenses incurred in doing so.

E1.8 If at any time the Provider suspects or has reason to believe that the Authority Data or Personal Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Provider shall notify the Authority immediately and inform the Authority of the remedial action the Provider proposes to take.

E1.9 The Provider, or any of its Sub-contractors, shall not process, host at or access Authority Data from premises outside the United Kingdom without the prior written consent of the Authority, and where the Authority gives consent, the Provider shall comply with any reasonable instructions notified to it by the Authority in relation to the Authority Data in question.

E1.10 Where the Authority has given its prior written consent to the Provider to process, host or access Authority Data from premises outside the United Kingdom (in accordance with E1.9 of the Contract):

a) the Provider must notify the Authority (in so far as they are not prohibited by Law) where any Regulatory Bodies seek to gain or has gained access to such Authority Data;

b) the Provider shall take all necessary steps in order to prevent any access to, or disclosure of, any Authority Data to any Regulatory Bodies outside the United Kingdom unless required by Law without any applicable exception or exemption."

E1.11 Any breach by the Provider of this clause E1 shall be a material breach for the purposes of Termination on Default and shall entitle the Authority (at its absolute discretion) to exercise its rights under the corresponding provisions of clause (Termination on Default).

E2 Protection of Personal Data

E2.1 The Contractor shall be registered under the DPA and both Parties will duly observe all of their obligations under the DPA, which arise in connection with this contract.

E2.2 The Parties shall at all times comply with the DPA and all subordinate and related legislation as enacted from time to time. The Authority shall be a Data Controller of the Personal Data provided by the Authority, collected and held by the Contractor in performing the Services, and such Personal Data provided by the Authority, shall form part of the Authority's Data.

E2.3 Notwithstanding the general obligation in clause E2.1, the Contractor shall:

a) process the Personal Data only in accordance with instructions from the Authority (which may be specific instructions or instructions of a general nature as set out in this Contract as otherwise notified by the Authority to the Contractor during the Contract Period);

b) process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;

c) implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

d) take reasonable steps to ensure the reliability of any Staff who have access to the Personal Data;

e) obtain prior written consent from the Authority in order to transfer the Personal Data to any sub-contractors or agents for the provision of the Services;

f) ensure that all Staff required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause;

g) ensure that none of the Staff publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority;

h) notify the Authority (within five Working Days) if it receives;

   i) a request from a Data Subject to have access to that Person's Personal Data; or

   ii) a complaint or request relating to the Authority's obligations under the DPA;

i) provide the Authority with full cooperation and assistance in relation to any complaint or request made, including by;

   i) providing the Authority with full details of the complaint or request;

   ii) complying with a data access request within the relevant timescales set out in the DPA and in accordance with the Authority's instructions;

   iii) providing the Authority with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Authority); and

   iv) providing the Authority with any information requested by the Authority;

j) permit the Authority or the Authority's representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Contractor's Data Processing activities (and/or those of its agents, subsidiaries and sub-contractors) and comply with all reasonable requests or directions by the Authority to enable the Authority to verify and/or procure that the Contractor is in full compliance with its obligations under this Contract;

k) provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Authority); and

l) not process Personal Data outside the European Economic Area without the prior written consent of the Authority and, where the Authority consents to a transfer, to comply with:

i) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and

ii) any reasonable instructions notified to it by the Authority.

E2.4 The Contractor shall indemnify and keep indemnified the Authority in full from and against all claims, proceedings, actions, damages, losses, penalties, fines, levies, costs and expenses and all loss of profits, business revenue or goodwill (whether direct or indirect) and all consequential or indirect loss howsoever arising out of, in respect of or in connection with, any breach by the Contractor (or any Sub-contractor) of this Clause E2.

E2.5 The Contractor shall comply at all times with the DPA and shall not perform its obligations under this Contract in such a way as to cause the Authority to breach any of its applicable obligations under the DPA.

E3 Official Secrets Acts and related legislation

E3.1 The Provider shall comply with, and shall ensure that its Staff comply with, the provisions of;

a) the Official Secrets Acts 1911 to 1989;

b) Section 182 of the Finance Act 1989; and

c) Section 18 and Section 19 of the Commissioners for Revenue and Customs Act 2005

E3.2 In the event that the Provider or its Staff fails to comply with this clause, the Authority reserves the right to terminate the Contract with immediate effect.

E4 Confidential Information

E4.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:

a) treat the other Party's Confidential Information as confidential and safeguard it accordingly; and

b) not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.

E4.2 Clause E4 shall not apply to the extent that;

a) such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to clause E5 (Freedom of Information);

b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

c) such information was obtained from a third party without obligation of confidentiality;

d) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or

e) it is independently developed without access to the other Party's Confidential Information.

E4.3 The Provider may only disclose the Authority's Confidential Information to the Staff who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.

E4.4 The Provider shall not, and shall procure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of this Contract.

E4.5 Where deemed appropriate by the Client, and at the written request of the Client, the Contractor shall procure that its Staff sign a confidentiality undertaking prior to commencing any work in accordance with the Contract.

E4.6 Nothing in this Contract shall prevent the Authority from disclosing the Provider's Confidential Information:

a) to any government department or any other Contracting Body. All government departments or Contracting Bodies receiving such

Confidential Information shall be entitled to further disclose the Confidential Information to other government departments or other Contracting Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any Contracting Body;

b) to any consultant, provider or other person engaged by the Authority to conduct a Cabinet Office gateway review;

c) or the purpose of the examination and certification of the Authority's accounts; or

d) for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.

E4.7 The Authority shall use all reasonable endeavours to ensure that any government department, Contracting Body, employee, third party or Sub-contractor to whom the Provider's Confidential Information is disclosed pursuant to clause E4 is made aware of the Authority's obligations of confidentiality.

E4.8 Nothing in this clause E4 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of Intellectual Property Rights.

E4.9 In the event that the Provider fails to comply with clauses E4.1-3, the Authority reserves the right to terminate the Contract with immediate effect by notice in writing.

E4.10 Clauses E4.1-6 are without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information.

E4.11 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

E4.12 Notwithstanding any other term of this Contract, the Provider hereby gives his consent for the Authority to publish the Contract in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including from time to time agreed changes to the Contract, to the general public.

E5 Freedom of Information

E5.1 Each party acknowledges that the other Party is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the other Party to enable the other Party to comply with its Information disclosure obligations.

E5.2 Each Party ("First Party") shall and shall procure that its Sub-contractors shall;

a) transfer to the other Party all Requests for Information (in relation to all Information that the First Party is holding on behalf of that other Party) receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;

b) provide the other Party with a copy of all Information in its possession or power in the form that the other Party requires within five (5) Working Days (or such other period as the other Party may specify) of the other Party's request; and

c) provide all necessary assistance as reasonably requested by the other Party to enable the other Party to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

E5.3 Each Party shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

E5.4 In no event shall either Party respond directly to a Request for Information in relation to all Information that it is holding on behalf of the other Party unless expressly authorised to do so by the other Party.

E5.5 Each Party ("First Party") acknowledges that (notwithstanding the provisions of clause E5) the other Party may, acting in accordance with the Department for Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the First Party or the Services;

a) in certain circumstances without consulting the First Party; or

b) following consultation with the First Party and having taken their views into account;

provided always that where E5.5 (a) applies the other Party shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the First Party advanced notice, or failing that, to draw the disclosure to the First Party's attention after any such disclosure.

E5.6 Each Party shall ensure that all Information that it is holding on behalf of the other Party is retained for disclosure and shall permit the other Party to inspect such records as requested from time to time.

E5.7 Each Party acknowledges that the list provided by it of Commercially Sensitive Information set out in the Commercially Sensitive Information Appendix is of indicative value only and that the other Party may be obliged to disclose it in accordance with clause E5.5.

E6 Publicity, Media and Official Enquiries

E6.1 The Provider shall not:

a) make any press announcements or publicise this Contract or its contents in any way; or

b) use the Authority's name or brand in any promotion or marketing or announcement of orders;

without the written consent of the Authority, which shall not be unreasonably withheld or delayed.

E6.2 Both Parties shall take reasonable steps to ensure that their servants, employees, agents, Sub-contractors, providers, professional advisors and consultants comply with clause E6.1.

E6.3 Where applicable, each Party shall give the other advance notice of proposed visits to the Provider's premises or any premises of its Sub-contractors (including Members of Parliament, members of the press and media) to observe the delivery of the Service(s) by the Provider or its Sub-contractors.

E6.4 If so requested by the Authority the notepaper and other written material of the Provider and its Sub-contractors relating to the delivery of the Services(s) shall carry only logos and markings approved by the Authority. This may include, but shall not be limited to, such banner or logo as the Authority shall use to identify the Service(s) ("Trade Mark") from time to time. All publicity and marketing material produced by the Provider (or its Sub-contractors) in relation to this Contract shall be submitted to the Authority for approval, and no such items shall be printed (other than for approval purposes) until such approval is received.]

E7 Security

E7.1 The Provider shall take all measures necessary to comply with the provisions of any enactment relating to security that may be applicable to the Provider in the performance of the Services.

E7.2 Whilst on the Authority's Premises, Staff shall comply with all security measures implemented by the Authority in respect of Staff and other persons attending those Premises. The Authority shall provide copies of its written security procedures to the Provider on request and shall afford the Provider upon request with an opportunity to inspect its physical security arrangements.

E7.3 The Provider shall comply, and shall procure the compliance of the Staff, with the Security Policy and the Security Plan. The Provider shall ensure that the Security Plan fully complies with the Security Policy].

E7.4 The Authority shall notify the Provider of any changes or proposed changes to the Security Policy.

E7.5 If the Provider believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the Services it may request a Variation to the Contract by written notice to the Authority. In doing so, the Provider must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Contract Price shall then be agreed in accordance with clause (Variation).

E7.6 Until and/or unless a change to the Contract Price is agreed by the Authority pursuant to clause E7.5 the Provider shall continue to perform the Services in accordance with its existing obligations.

E8 Intellectual Property Rights

E8.1 Subject to the licences granted under E8.1.1 and E8.1.2 below and any other provision of the Contract granting any right, title or interest, neither the Authority nor the Provider shall acquire any right, title or interest in the other's Pre-Existing Intellectual Property Rights. The Provider acknowledges that the Authority Data is the property of the Authority and the Authority hereby reserves all Intellectual Property Rights which may subsist in the Authority Data subject to the licence granted under E8.1.1 below:

E8.1.1 The Authority shall grant the Provider a non-exclusive, revocable, no-cost licence to use the Intellectual Property Rights of the Authority which are referred to in Clause E8.2 below:

a) during the Contract Period where it is necessary for the Provider to supply the Services. The Provider shall have the right to sub license the Sub-Contractor's use of those Intellectual Property Rights. At the end of the

Contract Period the Provider shall cease use, and shall procure that any Sub-Contractor ceases use, of those Intellectual Property Rights; and
b) during the Contract Period and thereafter for the purpose of education and research without the right to sub license.

E8.1.2 The Provider shall grant the Authority a non-exclusive, irrevocable, no-cost licence for the Contract Period to use the Provider's Intellectual Property Rights where it is necessary for the Authority in the provision of the Services. At the end of the Contract Period the Authority shall cease use of the Provider's Intellectual Property Rights.

E8.2 All Intellectual Property Rights in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs, know-how, or other material (including Authority Data):

a) furnished to or made available to the Provider by or on behalf of the Authority shall remain the property of the Authority; or

b) prepared by or for the Provider on behalf of the Authority for use, or intended use, in relation to the performance by the Provider of its obligations under the Contract (excluding any pre-existing Intellectual Property Rights held by the Provider) shall belong to the Authority;

and the Provider shall not, and shall ensure that the Staff shall not, (except when necessary for the performance of the Contract) without prior Approval, use or disclose any such Intellectual Property Rights.

E8.3 The Provider shall obtain approval before using any material, in relation to the performance of its obligations under the Contract which is or may be subject to any third party Intellectual Property Rights. The Provider shall ensure that the owner of the rights grants to the Authority a non-exclusive licence, or if itself a licensee of those rights, shall grant to the Authority an authorised sub-licence, to use, reproduce, modify, develop and maintain the material. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free and irrevocable and shall include the right for the Authority to sub-license, transfer, novate or assign to other Contracting Bodies, the Replacement Provider or to any other third party supplying services to the Authority.

E8.4 The Provider shall not infringe any Intellectual Property Rights of any third party in supplying the Services and the Provider shall, during and after the Contract Period, indemnify and keep indemnified and hold the Authority and the Crown harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority or the Crown may suffer or incur as a result of or in connection with any breach of this clause, except where any such claim arises from;

a) items or materials based upon designs supplied by the Authority; or

b) the use of data supplied by the Authority which is not required to be verified by the Provider under any provision of the Contract.

E8.5 The Authority shall notify the Provider in writing of any claim or demand brought against the Authority for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Provider. The Provider shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights in materials supplied or licensed by the Provider, provided always that the Provider:

a) shall consult the Authority on all substantive issues which arise during the conduct of such litigation and negotiations;

b) shall take due and proper account of the interests of the Authority; and

c) shall not settle or compromise any claim without the Authority's prior written consent (not to be unreasonably withheld or delayed).

E8.6 The Authority shall at the request of the Provider afford to the Provider all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Authority or the Provider for infringement or alleged infringement of any Intellectual Property Right in connection with the performance of the Provider's obligations under the Contract and the Provider shall indemnify the Authority for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. Such costs and expenses shall not be repaid where they are incurred in relation to a claim, demand or action which relates to the matters in clause E8.4 (a) or (b).

E8.7 The Authority shall not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right by the Authority or the Provider in connection with the performance of its obligations under the Contract.

E8.8 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with the Contract or in the reasonable opinion of the Provider is likely to be made, the Provider shall notify the Authority and, at its own expense and subject to the consent of the Authority (not to be unreasonably withheld or delayed), use its best endeavours to:

a) modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative Services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions herein shall apply mutates mutandis to such modified Services or to the substitute Services; or

b) procure a licence to use and supply the Services, which are the subject of the alleged infringement, on terms which are acceptable to the Authority;

and in the event that the Provider is unable to comply with clauses E8.8 (a) or (b) within twenty (20) Working Days of receipt of the Provider's notification the Authority may terminate the Contract with immediate effect by notice in writing.

E8.9 Without prejudice to the Authority's ownership of everything relating to information and data emerging from the supply of the Services (including the provisions of E2.2), the Provider shall ensure that all basic factual data is anonymised as and when it is received and that the key to personal identities involved in the supply of the Services is kept in a separate and secure place.

E8.10 On the expiry or termination of this contract, the key to the identities of all persons involved in the supply of the Services (anonymised as above) and all Personal Data no longer required shall be destroyed by the Provider unless the Authority directs otherwise.

E8.11 The Copyright in all materials, data (including all basic factual data, sometimes referred to as "raw data" and the Results) prepared as part of, incidental to or resulting from the Service activity, shall vest from the outset in the Authority.

E9 LICENCES TO USE SOFTWARE

E9.1 The Authority hereby grants to the Provider a non-exclusive licence to use, reproduce, modify, adapt and enhance (and to authorise a third party to use, reproduce, modify, adapt and enhance) any Authority Software which is provided by the Authority to the Provider during the Contract Period, but only to the extent that such use, reproduction, modification, adaptation and enhancement is necessary for the performance of the Services and not otherwise and also provided that the Intellectual Property Rights in any Authority Software modified, adapted or enhanced as a result shall be assigned to the Authority. Such licence is granted on the basis that no warranty or representation is given by the Authority that the Authority Software will be uninterrupted or error free or that it will meet any specification or capability or that its functions will be fit for the purposes required by the Provider. Such licence shall terminate automatically without notice from the Authority upon the expiry or termination of this Contract. In such circumstances the Provider shall either return or destroy (at the direction of the Authority) all copies of the Authority Software which it then holds, and shall certify to the Authority that such return or destruction (as the case may be) has occurred.

E9.2 In consideration of the payment of the Charges, the Provider hereby grants to the Authority an irrevocable, royalty free, non-exclusive licence to use the Contractor's Software insofar as such use is necessary or incidental to the Authority receiving the full benefit of the Services.

E9.3 All Intellectual Property Rights in any Specially Written Software, which is produced by the Provider or by or together with others (including Sub-Contractors) at the Provider's request or on its behalf as part of the Services shall be owned by the Authority. Before the Specially Written Software becomes part of the Services, the Provider shall assign to the Authority, or shall procure that the owner of the Intellectual Property Rights in such Specially Written Software shall forthwith assign to the Authority, all Intellectual Property Rights in such Specially Written Software. Subject to such assignment, the Authority hereby grants to the Provider a royalty-free, non-transferable, non-exclusive licence (revocable by written notice from the Authority) to use such Intellectual Property Rights in such Specially Written Software for the exclusive purpose of providing the Services to the Authority. The Provider shall do all such reasonable acts (including providing the Authority with the latest version of the Source Code of any Specially Written Software), and execute all such documents as may be reasonably necessary or desirable to secure the vesting in the Authority of all Intellectual Property Rights in the Specially Written Software.

E10 PUBLICATION OF RESEARCH

E10.1 Publication will always be subject to the approval of the Authority and publication of material in connection with the Project is controlled under Clause E11 and this Clause E10 of this Contract. This approval will not unreasonably be withheld.

E10.2 In limited circumstances and with the prior written permission of the Authority's Representative the Provider will be able to conduct complementary research. The Provider accepts that the Authority will not permit extensive research with participants and any research activity undertaken by the Provider will not overburden the participants. The Provider also agrees that the Authority's evaluation of the Project will take priority over the Provider's research.

E10.3 Before the Commencement Date, the Provider shall provide a research plan to the Authority's Representative. The research plan will contain complete information in respect of the research activity, which the Provider proposes to undertake during the Contract.

E10.4 The Provider agrees it will not Publish (and shall ensure that sub contractors do not publish) the Results, the Works or any other material connected with the Project without first seeking the approval of the Authority in accordance with the procedure set out in Clause E11; and below.

E10.5 The Provider further agrees that it will not Publish without the Authority's approval any research papers, articles, publications or reports in respect of the Project before the end of the Contract Period or before the Authority has published its full and complete research findings.

E10.6 Any questions or forms which the Provider proposes to use for its own research purposes shall be submitted in draft to the Authority's Representative, together with any explanatory notes, covering letters to respondents and any other relevant documentation. Those particulars and any other particulars contained within the surveys when carried out may be forwarded by the Authority to the Survey Control Unit of the Central Statistical Office.

E10.7 Acknowledgement of Crown Copyright shall be made in any publication unless the Authority agrees otherwise. Acknowledgement shall be in the form of "© Crown Copyright Reserved 20XX (year of first publication). Published by permission of the Controller of Her Majesty's Stationery Office".

E10.8 Every Publication shall acknowledge the Authority's assistance or carry such disclaimer as the Authority may require (or both) or otherwise as may be directed by the Authority.

E11 PRESENTATIONS AND SEMINARS

E11.1 The Provider hereby agrees that any materials including seminar notes, delegate seminar notes, training materials; videos; training course containing any information in respect of the Project shall be the property of the Authority who reserves the right to determine whether any patent or like protection should be applied for, where appropriate, and they shall take any necessary steps to assign such rights to the Authority, in accordance with the provision of Clause E8.

E11.2 The Provider acknowledges that this Project/Service/Research Commission is of a sensitive nature as this will entail dealing with confidential data relating to the Department's customers and members of the public, and that the Authority as the owner of any Results, materials and/or Works concerning the Project has a legitimate interest in controlling their Publication. The Authority acknowledges that the Provider, as a leading social research organisation has an interest in presenting the work that it does.

E11.3 ***During the period of the contract and prior to Publication***, the Provider shall not Publish,(and shall ensure that the Providers sub contractors do not Publish) the Results, the Works, or any other Material connected with the Project without first seeking the approval of the Authority in accordance with the procedure set out in this Clause E11 and below.

E11.4 To allow the Authority time to review any proposed presentation/seminar notes/Publication the Provider shall, or shall procure that the relevant Sub-Contractor shall, provide to the Authority:

(a) a copy of any manuscript (or other electronic media form) of the proposed presentation/seminar/Publication; and

(b) a copy of any slides or other materials, which are intended to be distributed to an audience of any oral presentation

E11.5 In both cases such material to be given to the Authority at least 28 days prior to the proposed Publication wherever possible. In the case of any unplanned or short notice presentations the Provider must inform the Authority at the earliest opportunity and the Authority will endeavour to try to clear the proposed presentation as soon as is reasonably practicable. For the avoidance of doubt the Authority will endeavour to clear short notice presentation materials within 24 hours.

E12 Audit and the National Audit Office

E12.1 The Provider shall keep and maintain until six (6) years after the end of the Contract Period, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Services supplied under it, all expenditure reimbursed by the Authority, and all payments made by the Authority. The Provider shall on request afford the Authority or the Authority's representatives such access to those records as may be requested by the Authority in connection with the Contract.

E12.2 The Provider (and its agents) shall permit the Comptroller and Auditor General (and his appointed representatives) access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Comptroller and Auditor General may reasonably require for the purpose of his financial audit of the Authority and for carrying out examinations into the economy, efficiency and effectiveness with which the authority has used its resources. The Provider shall provide such explanations as are reasonably required for these purposes. This clause does not constitute a requirement or agreement for the examination, certification or inspection of the accounts of the Provider under Section 6(3) (d) and (5) of the National Audit Act 1983.

E13 Malicious Software

E13.1 The Provider shall, as an enduring obligation throughout the Contract Period, use the latest versions of anti-virus definitions available from an industry accepted anti-virus software vendor to check for and delete Malicious Software from the ICT Environment.

E13.2 Notwithstanding clause E13.1, if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Authority Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.

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E13.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of clause E13.2 shall be borne by the Parties as follows:

a) by the Provider where the Malicious Software originates from the Provider Software, the Third Party Software or the Authority Data (whilst the Authority Data was under the control of the Provider); and

b) by the Authority if the Malicious Software originates from the Authority Software, the Third Party Software or the Authority Data (whilst the Authority Data was under the control of the Authority).