

## DPS SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

### Part 1: Letter of Appointment

Redacted

#### Letter of Appointment

This letter of Appointment is issued in accordance with the provisions of the DPS Agreement (RM6018) 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:	CCZZ18A23
From:	Ministry of Housing, Communities and Local Government ("Customer")
To:	Kantar UK Limited ("Supplier")

Effective Date:	16/08/18
Expiry Date:	End date of Initial Period 15/05/19

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; and
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Key Individuals:	<b>Customer:</b>  Redacted <b>Supplier:</b>  Redacted
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Guarantor(s)	N/A
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Contract Charges (including any applicable discount(s), but excluding VAT):	<p>Capped Costs:</p> <p>Redacted</p> <p><b>PAYMENT</b></p> <p>The maximum contract value is £79,470 exc. VAT as indicated in the Supplier's submitted pricing table above.</p> <p>Redacted</p>
Insurance Requirements	Please refer to Framework RM6018 Research Marketplace Dynamic Purchasing System terms and conditions.
Customer billing address for invoicing:	Ministry of Housing, Communities and Local Government, Invoice Processing team, Finance Shared Services Division, High Trees, Hillfield Road, Hemel Hempstead, Herts, HP2 4XN. Tel: 0303 444 (x2300), Email: CLGInvoices@communities.gsi.gov.uk.

Alternative and/or additional provisions (including Schedule 6 (Additional clauses)):	N/A
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**FORMATION OF CONTRACT**

**BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Supplier agrees to enter a Contract with the Customer to provide the Services in accordance with the terms of this letter and the Contract Terms.**

**The Parties hereby acknowledge and agree that they have read this letter and the Contract Terms.**

**The Parties hereby acknowledge and agree that this Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Supplier within two (2) Working Days from such receipt**

**For and on behalf of the Supplier:**

Name and Title: Redacted

Signature:

**For and on behalf of the Customer:**

Name and Title:

Signature:

Redacted

Date: 14<sup>th</sup> August

Date:

## ANNEX A

### Customer Project Specification

#### 1. PURPOSE

1.1. The Ministry for Housing, Communities and Local Government (MHCLG) (hereafter referred to as the Customer requires a Supplier to conduct a qualitative process evaluation of the 2017/18 and 2018/19 100% Business Rates Retention (BRR) pilots. The study will comprise:

- 1.1.1. Design, completion and reporting of follow-up interviews with those 2017/18 pilots who participated in a Stage One internal qualitative interview (16 out of the 30 2017/18 pilot authorities);
- 1.1.2. Design, completion and reporting of Stage One initial interviews with an appropriate sample of 2018/19 pilot authorities.

#### 2. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

2.1. The Customer requires full analysis and a final evaluation report, covering all interviews, to be completed and submitted by the end of April 2019. Furthermore, the Customer requires an interim summary report for Stage 2 2017/18 pilots who have participated in an internal qualitative interview and a suitable sample of Stage 1 London pilot authorities to be available by September 2018. An internal 'lessons learnt' evaluation was conducted during the first year of the 2017/18 pilots which is available on the LGA website:

2.2. <https://www.local.gov.uk/sites/default/files/documents/190917%20Learning%20lessons%20from%20100%25%20Business%20Rates%20Retention%20pilots%20FINAL%20interim%20summary%20note.pdf>

2.3. The Customer would expect the interim report to be of a similar nature, providing headline findings.

2.4. Representatives from 16 out of the 30 2017/18 pilot authorities were interviewed. Interviews largely took place with Finance Directors or Treasurers (authorities were given a description of the subject matter to be discussed and asked to nominate a relevant contact). Most were conducted face-to-face, with some telephone interviews. In some cases, joint interviews were conducted, generally with one participant being a Combined Customer representative. As the Customer want to hear individual authorities' views of being part of a pilot, in most cases interviews were arranged with a single Customer. Similarly, some authorities wished to have more than one participant present during the interview, however this was at the discretion of the Customer. The Customer would expect a similar methodology to be adopted for the requirement set out in this tender. The Customer will facilitate contact with authorities and will share contact details of pilot leads where appropriate.

2.5. The Customer requires the Supplier to produce an engagement plan, detailing how best to engage those Stage 2 2017/18 pilots who have participated in an internal qualitative interview and a suitable sample of Stage 1 2018/19 and London pilot

authorities in the data collection work and how to maintain this engagement over the course of the project.

### 3. DEFINITIONS

Expression or Acronym	Definition
MHCLG	Ministry of Housing, Communities and Local Government, also referred to as The Customer.
BRR	Business Rates Retention
LA	Local Customer
LGA	Local Government Association
TWG	Technical Working Group

### 4. SCOPE OF REQUIREMENT

- 4.1. The aim of this evaluation is to provide the Customer with evidence of best practice in terms of implementation of 100% BRR. In addition the Customer wishes to explore the aims and objectives of the pilot's authorities, including the perceived impact of 100% BRR on future business development strategies and plans for investment of retained growth.
- 4.2. The Supplier must deliver a comprehensive and robust evidence base within the time detailed in this Statement of Requirements.
- 4.3. The Contract is expected to commence in August 2018 and will be for a term of 9 months.
- 4.4. This requirement comprises of three distinct strands:
  - 4.4.1. Stage 2 interviews with 2017/18 pilot authorities;
  - 4.4.2. Stage 1 interviews with London pilot authorities; and
  - 4.4.3. Stage 1 interviews with 2018/19 pilots authorities.
- 4.5. The following tasks are within the scope of this requirement. The Supplier will:
  - 4.5.1. Design a discussion guide for Stage 2 interviews with 2017/18 pilots to meet the aims and objectives of the evaluation as discussed above;
  - 4.5.2. Conduct fieldwork (face-to-face or telephone) with those 2017/18 pilots who undertook initial interviews conducted by the Customer in summer 2017;
  - 4.5.3. Design an appropriate sample frame to obtain and certify a representative sample of Stage 1 London pilot authorities and of 2018/19 pilots authorities;
  - 4.5.4. Design a discussion guide for initial interviews with Stage 1 London pilot authorities and of 2018/19 pilots authorities;
  - 4.5.5. Make contact with and set up interviews with the selected authorities (with facilitation from the Customer – see 3.12);
  - 4.5.6. Conduct fieldwork (preferably face-to-face interviews) with the selected authorities;
  - 4.5.7. Data transcription, coding, categorising, identifying themes, analysis and interpretation of all interviews;

- 4.5.8. Produce an interim report covering a summary of the initial findings from the Stage 2 2017/18 pilots and Stage 1 2018/19 London pilots only;
- 4.5.9. Present final findings to analytical and policy leads at MHCLG; and
- 4.5.10. Produce a final evaluation report covering all interviews.

## **5. THE REQUIREMENT**

- 5.1. Due to the size of the London pilot and thus the relative complexity of the governance arrangements, London is to be considered separately to the rest of the 2018/19 pilots in terms of design, analysis and reporting as specific implementation challenges will need to be considered. However it is anticipated that there will be significant overlaps in the development of resources for interviews with both of these groups.
- 5.2. The Supplier will be responsible for providing an overall oversight and management of this qualitative process evaluation. This should include monitoring and responding to possible and emergent threats to the successful completion of all stages of the evaluation. It is vital that the Provider has a robust risk/management plan/strategy in place which is jointly agreed and shared with the Customer.
- 5.3. The Supplier will also be responsible for producing an evaluation plan, outlining the project plan, time scales for participant engagement, fieldwork, analysis and outputs and share with the Customer.
- 5.4. The Supplier will determine the appropriate interview framework for the qualitative data collection, ensuring that primary data and the evaluation effectively captures potential lessons learnt for all relevant participants. Discussion guides used by the Customer for Stage 1 interviews with 2017/18 pilot authorities will be shared with the Provider following award of the Contract.
- 5.5. The Supplier will work with the three pilot groups to obtain data for evaluation, ensuring robustness and consistency where relevant (e.g. interview framework and interview length). This will include developing a communications plan for interacting with all 100% BRR Pilot cohorts and selecting a representative sample for Stage 2 London and 2018/19 pilots.
- 5.6. The Supplier will conduct analysis of collected data, using appropriate techniques and ensure data protection requirements, where relevant. The Supplier must produce robust code frames and outline their coding approach.
- 5.7. The Supplier will produce an interim report available to the Customer, summarising interim findings and updates across Stage Two 2017/18 and Stage One London pilots at this stage.
- 5.8. The Supplier will deliver a presentation of findings from all interviews to analytical and policy leads at MHCLG. This will include the opportunity for the Customer to ask any questions with regards to the findings. Outcomes from this discussion will be reflected in the final report.
- 5.9. The Supplier will produce a final evaluation report summarising evaluation conclusions and highlights thematic similarities across all three groups of 100% BRR pilot interviews.
- 5.10. The Customer would welcome Provider views on how MHCLG and the Supplier can best work together to ensure effective communication and project progress.
- 5.11. Outputs
  - 5.11.1. A scoping and specification document for the data collection phase;

- 5.11.1.1. A robust risk/management plan/strategy;
- 5.11.1.2. An interim report summarising interim findings and updates;
- 5.11.1.3. A final presentation to analytical and policy leads at MHCLG, covering findings from all interviews; and
- 5.11.1.4. A final evaluation report covering all interviews and providing technical and methodological details of the project.

## 6. KEY MILESTONES

- 6.1. The Supplier should note the following evaluation milestones that the Customer will measure the quality of delivery against.
- 6.2. Milestone 5 is required to be provided by late September 2018 with the final evaluation report to have been completed by the end of 2018 to inform further policy developments in a timely fashion.

Milestone	Description	Timeframe
1	An initial face to face meeting with the Customer officials for draft agreement of work plan and outline of specification	Within 1 week of Contract Award.
2	Confirm interview framework and sample of Stage 1 2018/19 London 100% BRR Pilots	Within 3 weeks of Contract Award. (August)
3	Confirm suitable sample of 2018/19 and London pilots for fieldwork and begin communication with all pilot cohorts.	Within 1 month of Contract Award
4	Initiate full data collection exercise	Within 2 months of Contract Award (late August-September)
5	Interim summary Report	Within 1 month of Milestone 4 (late September)
6	Completion of full data exercise	Within 3 months of Milestone 4 (end of November)
7	Interview transcription, coding, quality assurance and analysis	Within 1 month from end of Milestone 6 (full data collection) (end of December)
8	Presentation of findings	2 months after Milestone 7 (transcription and analysis) (end of March)
9	Provision of final evaluation report covering all interviews	3 months after Milestone 7 (transcription and analysis) (end of March)

## 7. REPORTING

- 7.1. The Supplier will be required to provide all outputs in plain English and for these to be quality assured and proof read by the Provider before submission to the Customer. Reporting is to be delivered in a format agreed by the Customer.
- 7.2. The Customer will require weekly electronic progress reports throughout the project with regular updates of a risk register. Quarterly meetings with the project manager of the study will be required, to be held at the Customer's offices or by teleconference. Further meetings may need to be arranged depending on the demands of the project.
- 7.3. The Customer will require separate interim summary reports specifically to address interviews with the London pilots and the follow-up interviews with 2017/18 pilots. This will be followed by a final report at the conclusion of the project which draws together findings from all of the interviews, including incorporating findings from the internally conducted interviews for 2017/18 pilots. A report will be shared with the Supplier containing these findings.
- 7.4. The Supplier shall provide the Customer and Contracting Authorities with information about how the professional development, accountability and quality of Researchers are being managed. Such information shall be made available on request to the Customer.

## **8. CONTINUOUS IMPROVEMENT**

- 8.1. The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 8.2. The Supplier should present new ways of working to the Customer during Contract review meetings.
- 8.3. 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.

## **9. QUALITY**

- 9.1. 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.
- 9.2. The Supplier will be expected to work close with the Customer to address comments arising from any peer review work undertaken within two months following the end of the peer review process.

## **10. STAFF AND CUSTOMER SERVICE**

- 10.1. The Customer will require a dedicated project manager from the successful Provider.
- 10.2. The Customer requires the Supplier to provide a sufficient level of resource throughout the duration of the Evaluation of 100% Business Rates Retention Pilot Authorities for MHCLG Contract in order to consistently deliver a quality service to all Parties.
- 10.3. The Supplier's staff assigned to the Evaluation of 100% Business Rates Retention Pilot Authorities for MHCLG Contract shall have the relevant qualifications and experience to deliver the Contract.
- 10.4. 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.

## 11. SERVICE LEVELS AND PERFORMANCE

11.1. The Customer will require the Supplier to produce a full risk register following the project inception meeting. The risk register will be updated throughout the life of the project and will be included along with weekly progress updates.

11.2. The Customer will measure the quality of the Provider's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Communication	Brief progress reports by email against agreed work milestones circulated by the Supplier no later than one working day before progress meetings	100%
2	Project management	All action points from progress meetings circulated and agreed within two days of meeting	100%
3	Completion of interim summary report	Interim summary reports for Stage 2 2017/18 and Stage 1 London pilot interviews to be submitted to agreed deadline and accepted and approved by the Customer	100%
4	Presentation of results	Presentation to analytical and policy leads at MHCLG covering findings from all interviews completed within the overall project timescales	100%
5	Completion of final report	Final report covering all interviews to be submitted to agreed deadline and accepted and approved by the Customer	100%

11.3. The Customer will maintain a record of provider adherence to the agreed service level and performance timelines. Any non-adherence will result in performance review meetings between the Customer and the Supplier, to provide a full debrief and explanation as to why the service level agreement was not met. Improvement plans will also be established here.

11.4. Continued failure to meet the service level agreements, defined as twice within any rolling 3 month period, will trigger a performance review meeting and the drafting and implementation of an improvement plan. This improvement plan must be satisfactorily delivered within 30 days of the agreed plan. Where the Supplier fails to deliver a plan to the required standard, the Customer reserves the right to terminate the services in line with Part 2 - Terms and Conditions of RM6018 Research Marketplace.

## 12. SECURITY REQUIREMENTS

12.1. The Supplier will be required to store and transfer data in accordance with the Data Protection Act 2018.

12.2. The Supplier will be required to provide assurance to the Customer that all data will be destroyed within a reasonable timeframe from completion of the project.

12.3. Should Freedom of Information requests be made of the Supplier, the Customer will require final sight of any responses to be made.

### **13. INTELLECTUAL PROPERTY RIGHTS (IPR)**

13.1. All data and data collection systems arising from the study will be the property of the Customer.

13.2. All intellectual property rights or other similar protection in any specifications, data, databases, models or other materials furnished to or made available to the Supplier by the Customer pursuant to the Contract shall remain the property the Customer.

13.3. If the Provider would like to write any additional reports or other outputs from this commissioned work, the Customer must approve this.

### **14. PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES**

14.1. The Supplier shall abide by all terms and conditions of the Contract including the requirement to not make any press announcements or to publicise the contract in any way without the Customer's prior written approval.

14.2. The Supplier is not permitted to disclose any data or findings outside of the project team, prior to publication.

### **15. LOCATION**

15.1. The location of the Services will be carried out at the Supplier's address although progress meetings and presentations will also take place at the Customer's address at:

Ministry of Housing, Communities and Local Government  
Marsham Street  
London  
SW1P 4DF

## **ANNEX B**

### **Supplier Proposal**

The Services will be provided in line with the Supplier's tender response of 23/07/18. An extract of which is below:

Redacted

### **Part 2: Contract Terms**

**Please see Annex C**