

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

### Part 1: Letter of Appointment

Dear Sir/Madam

#### Letter of Appointment

Further to your submission of a Tender/Proposal for the above Procurement, on behalf of Government Equalities Office (GEO) (the "Authority"), I am writing to advise that the procurement is now complete.

I am pleased to inform you that your company ranked first in our evaluation and therefore we would like to award the contract to you.

The attached appendix provides detailed feedback on your submitted proposal.

This letter of Appointment dated 3rd June 2019, is issued in accordance with the provisions of the DPS Agreement (RM6018) between CCS and the Supplier.

Capitalised terms and expressions used in this letter have the same meanings as in the Contract Terms unless the context otherwise requires.

Order Number:	CCSN19A14
From:	Government Equalities Office ("Customer")
To:	The Behavioural Change Company ("Supplier")

Effective Date:	4 <sup>th</sup> June 2019
Expiry Date:	End date of Initial Period: 30 <sup>th</sup> September 2019 End date of Maximum Extension Period: Up to an additional one month Minimum written notice to Supplier in respect of extension: One Month

Services required:	Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by: The Customer's Statement of Requirements attached at Annex A and the Supplier's Proposal attached at Annex B.
--------------------	--

Key Individuals:	Customer: REDACTED Supplier: REDACTED
------------------	---

Contract Charges (including any applicable discount(s), but excluding VAT):	£52,675.00. See Annex B for Pricing Breakdown
Insurance Requirements	Refer to Part 2 Call-Off Terms and Conditions
Liability Requirements	<b>Suppliers limitation of Liability</b> (Clause <b>Error! Reference source not found.</b> of the Contract Terms); Suppliers limitation of Liability – as per Clause 18 of RM6018 Terms and Conditions
Customer billing address for invoicing:	REDACTED

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

#### FORMATION OF CONTRACT

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

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

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

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

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

Name and Title: REDACTED

Name and Title: REDACTED

Signature: REDACTED

Signature: REDACTED

Date: REDACTED

Date: REDACTED

## ANNEX A

### Customer Project Specification

#### SCOPE OF REQUIREMENT

The Supplier shall provide:

- A literature review exploring the possible relationship of pornography consumption on the attitudes and behaviours towards women and girls.
- Shall conduct qualitative research with frontline providers to build on our understanding of possible links.

The research must answer the following research questions:

Literature review:

- To what extent does existing evidence establish a relationship between the use of pornography and negative attitudes and behaviours, including harmful sexual behaviours, towards women and girls?

Qualitative research:

- What reflections do frontline providers have on the relationship between the use of pornography and negative attitudes and behaviours in the context of their work? Specifically:
  - Do frontline staff see a connection between the consumption of pornography and negative/harmful behaviour towards women and girls?
  - If so, are there any particular types of pornography that are linked to general and/or specific negative/harmful behaviours?
  - To what extent is pornography consumption a common concern when working with high risk individuals?
  - What other factors do frontline workers believe may be linked to negative/harmful behaviour towards women and girls?

#### THE REQUIREMENT

There are two components to the research that a Supplier is expected to deliver, a literature review and qualitative research, responding to the research questions identified above within the “Scope of Requirement” section.

Literature review:

- Building on the work conducted in-house and by other Government departments (including: Home Office, Department for Health and Social Care and Department for Culture, Media and Sport – which shall be provided to the Supplier), the literature review should capture and synthesise evidence on the consumption of pornography and its influence on harmful and negative attitudes and behaviours towards women and girls. The type of review is open to the Supplier own discretion, but the approach must be justified in the bid (e.g. rapid, systematic).
- In terms of scope, the Customer would propose the review should focus on:
  - Any research method.

- Peer-reviewed journal articles and publications, and grey literature from 1990 – present, published in English.
- Be restricted to research regarding young people (i.e. secondary school pupils) or adults (and should exclude work regarding children exclusively).
- Although the focus of this research is primarily the UK, the review could draw upon international evidence where, for example, it is particularly strong, transferrable to the UK case, or where no UK evidence exists. However, the Customer are specifically interested in how findings can be applied in developing policy interventions for the UK, and so that should be a clear focus of the work.

#### Qualitative interviews with frontline providers

- The research and interview should be framed to participants as seeking to explore the causes of violence against women and girls and harmful sexual behaviours. Care should be taken to ensure that interviewees are not led to consideration of pornography initially, to accurately assess the extent to which it is a concern.
- Interviews shall be conducted across a range of different frontline providers who work with/support those convicted, or at risk of, committing sexual offences and or inappropriate sexual behaviours as well as those that display harmful sexual attitudes. Such as: staff at third sector organisations, forensic practitioners, youth workers focused on sexual harm and teachers / safeguarding leads working in schools/local authorities (not an exhaustive list).
- The Customer shall consider a snowball approach sampling to ensure appropriate frontline workers views are sought. The Supplier should presume minimal assistance in identifying a sample from GEO (i.e. the Customer shall be unable to connect you to suitable interviewees).
- The Customer proposes a range of interviews to be conducted across the suggested areas of expertise, to a point that is likely to reveal enough variance and commonality between different participants to allow us to draw well-evidenced conclusions from the research. The interviews should be conducted, at preference, face-to-face. This can however be at the discretion of the interviewee. The Supplier should cost for 25 interviews, providing any reflections they have on this number in their bid.
- The Supplier should provide a brief (one page) reflection on the key ethical considerations associated with this research in their bid.
- The Customer anticipates that the interviews shall be semi-structured and carried out by telephone or face-to-face (participant choice and location dependent). Again, the Supplier should propose and approach and justify this clearly within their bid.
- The Customer requires transcripts of the interviews conducted to be provided by the Supplier upon request from the Customer. The Supplier should propose the level of transcript that would be provided with justifications in their bids.
- If it is felt that this research would require the use of incentives then the Supplier shall explain the incentive considered and provide full details and associated risks and costs in their bid.

The Customer shall expect both the written literature review and interview findings research report to a publishable Government standard for a public audience and a final presentation of findings to internal stakeholders.

All risks should be identified. For each risk, the Supplier should assess its likelihood (high, medium or low) and specify its possible impact on the project objectives (again rated high, medium or low). The assessment should also identify appropriate actions that would reduce or eliminate each risk or its impact.

## KEY MILESTONES AND DELIVERABLES

The table below sets out the Customer’s anticipated timetable for the milestones and deliverables this work. The Customer welcomes the thoughts of the Supplier on whether this is appropriate and achievable. If a Supplier does not feel that it is possible to deliver the work within this timescale, they are invited to discuss, what, in relation to the stated research aims and objectives, is achievable by this date. Any changes proposed by the Supplier to the Key Milestones and Deliverables table below are subject to agreement with the Customer prior to any implementation.

<b>Milestone/Deliverable</b>	<b>Description</b>	<b>Timeframe or Delivery Date</b>
1	Project inception meeting	REDACTED
2	Delivery of draft literature review research report	REDACTED
4	Interviews being conducted	REDACTED
5	Draft report of qualitative research findings	REDACTED
6	Delivery of finalised literature review research report	REDACTED
7	Finalised qualitative research report	REDACTED

## MANAGEMENT INFORMATION/REPORTING

The Supplier shall be expected to work and report to the appropriate GEO staff. Full details of whom the Supplier shall be required to report to shall be provided upon contract award.

Reporting would likely take the form of weekly telephone updates at the start of the project, with the frequency adapting relatively to the work schedule. Reporting shall consist of the activity and spend that has taken place during the course of the contract as a minimum requirement, but it is expected that a close working relationship shall be developed between the Customer and the Supplier.

## VOLUMES

This contract is for a one-off request for a literature review and 25 qualitative interview research.

## CONTINUOUS IMPROVEMENT

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

The Supplier should present new ways of working to the Customer during monthly/quarterly Contract review meetings.

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.

## QUALITY

The nature of this research requires the Supplier to have the necessary capacity and flexibility to deliver to challenging timescales. The Supplier shall have:

- Strong internal programme and project management capacity.
- The capacity to respond flexibly to demanding requirements.
- A good knowledge and expertise of interviewing with specific groups identified and on similarly sensitive topics.
- Experience of producing clearly written high-quality publications suitable for non-specialist audiences.

All final research reports shall address all agreed research questions, and be presented in a way that is accessible and engaging for policymakers, ministers and wider stakeholders.

## STAFF AND CUSTOMER SERVICE

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

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

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

The Supplier shall provide updates on progress as required. This would be expected to be weekly at the start of the research, but they may become less frequent as the work develops. Specifics shall be agreed with the contract manager.

## SERVICE LEVELS AND PERFORMANCE

The Customer shall measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Literature review	Full written report on the literature review (including an executive summary). To be presented to the Customer by no later than August 2019	100%
2	Interviews	Full written research report on the findings of the survey (including an executive summary). To be presented to the Customer by no later than 01 <sup>st</sup> September 2019.	100%
3	Interviews / Review	Powerpoint presentation of the findings of the findings for policymakers. To be presented to the Customer by no later than 30 <sup>th</sup> September 2019.	100%
	Communication	Brief progress reports by email against agreed work milestones circulated by the Supplier no later than one working day before progress meetings. Regular discussions via telephone or face-to-face as required.	100%
	Project management	All action points from progress meetings circulated and agreed within two working days of meeting.	100%
	Completion of objectives	Draft Report to be submitted to the Customer by the agreed deadline.	100%
	Completion of objectives	Document describing and confirming the approach proposed to be submitted to agreed deadline and accepted and approved by the Customer.	100%

The Customer reserves the right to ask for early, descriptive, findings for key questions once the interviews and review has been completed where this is of importance for ongoing policy development.

In addition to these outputs, the Customer also expect regular updates on progress. Specifics shall be agreed with the GEO contract manager.

The Customer shall maintain a record of the Supplier's adherence to the agreed service level and performance timelines. Any non-adherence shall 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 shall also be established here. Performance Management shall be in accordance with Terms and Conditions as set out in Attachment 5 – Terms and Conditions.

Where the Supplier fails to provide a Service Improvement Plan or fails to deliver the agreed Service Improvement Plan to the required standard, the Customer reserves the right to seek early termination of the contract in accordance with the procedures set out within the Call Off Contract RM6018 Terms and Conditions.

For the purposes of Exit Management, this shall include the transfer of knowledge to the Customer at the end of the contract that informed the development of the report and any subsequent works delivered.

The Supplier is to note that all material for this procurement and the subsequent Contract are not to be shared with any third parties without first obtaining written permission from the Customer.

## SECURITY AND CONFIDENTIALITY REQUIREMENTS

The Supplier shall to comply with the General Data Protection Regulation (GDPR) 2018 and all other applicable and appropriate laws of England and Wales. The Supplier shall have in place appropriate and up-to-date data security protocols, which are compliant with the Customer's standards.

## CONTRACT MANAGEMENT

Contract management activities shall be undertaken by the Customer in partnership with the appointed Supplier.

A formal Contract Management Plan should be established to provide the key components of a management and operations plan for this Contract.

## LOCATION

It is expected that the Supplier shall work from their own premises.

REDACTED

**ANNEX B**  
**Supplier Proposal**

REDACTED



## Part 2: Contract Terms



Contract Terms v6.0