

DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: Letter of Appointment

Department for Transport
Great Minster House
33 Horseferry Road
Westminster
London
SW1P 4DR

Dear Sirs

Letter of Appointment

This letter of Appointment dated 2nd June 2020, 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:	TBC
From:	Department for Transport ("Customer")
To:	CM Monitor (Britain Thinks) Ltd ("Supplier")

Effective Date:	8 th June 2020
Expiry Date:	End date of Initial Period 7 th June 2023 End date of Maximum Extension Period 7 th June 2024 Minimum written notice to Supplier in respect of extension: 30 days

Services required:	Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by: <ul style="list-style-type: none">· the Customer's Project Specification attached at Annex A and the Supplier's Proposal attached at Annex B; and any statements of work agreed between the Customer and the Supplier [insert supplemental information if any]
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Key Individuals:	For the Customer REDACTED For the Supplier REDACTED
[Guarantor(s)]	Not Applicable

Contract Charges (including any applicable discount(s), but excluding VAT):	As per Annex C Roles and Rates shall remain firm for the duration of the Contract and are based upon an 8 hour days inclusive of Travel and Expenses and exclusive of VAT. The maximum Contract value is £2,000,000.00 inclusive of any extension. As this is a Call Off Contract the Customer does not guarantee volumes of work or spend.
Insurance Requirements	None in addition to Clause 19 of the Contract Terms and Conditions
Liability Requirements	Suppliers limitation of Liability as per Clause 18 of the Contract Terms and Conditions
Customer billing address for invoicing:	Invoices should be sent to either NOT both REDACTED Detailed itemised costs must be provided and signed off by the Customer before any work commences. After which a Purchase Order will be provided by the Customer. The Supplier shall produce and agree an invoicing schedule within 3 weeks of each detailed brief. Payment can only be made following satisfactory delivery of pre-agreed products and deliverables that have been approved by the Customer. Before payment can be considered, each invoice must include a valid purchase order number, a detailed elemental breakdown of work completed, unit price and cost must be provided to the Customer in an agreed format. Invoices sent electronically should be in PDF format, it is the Suppliers responsibility to ensure the email is received by the Accounts Payable Team

GDPR	As per Schedule 7 of the Contract Terms and Conditions
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Alternative and/or additional provisions (including Schedule 8(Additional clauses)):	Not Applicable
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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:

For and on behalf of the Customer:

Name and Title:

Name and Title:

Signature:

Signature:

Date:

Date:

ANNEX A

Customer Project Specification

1. SCOPE OF REQUIREMENT

1.1 The Supplier shall provide the following **mandatory** qualitative market research services for the Customer:

- 1.1.1 Deliver a cost-effective programme of new and existing creative and/or message testing, focusing on priority low-cost and no-cost communications campaigns, and marketing campaigns
- 1.1.2 Explore and deliver new creative concepts and campaign/marketing messaging
- 1.1.3 Deliver other research services to monitor the effectiveness of campaigns as new needs emerge; for example, develop parameters for a quantitative study
- 1.1.4 Emerging projects: the Customer (DfT), its Agencies and relevant delivery partners may also access the contract for qualitative market research service for further projects as they arise.

2. THE REQUIREMENT

2.1 Deliver a cost-effective programme of message and creative testing and audience insight focusing on priority low-cost and no-cost communications campaigns, and marketing campaigns, amongst the public and key stakeholders, **to measure and benchmark key message perceptions, awareness, comprehension, recall, engagement and attitudinal shifts.**

- 2.1.1 Low-cost and no-cost campaign research delivery to be expected on a regular basis
- 2.1.2 Marketing campaign tracking research delivery to be expected as required by each specific campaign

2.2 The Customer needs to be able to test messages with a representative range of demographics and across several locations nationwide.

2.3 Recommendations are required for the achievement of the optimum results in each situation. This is likely to involve the setting of focus groups but may require other innovative solutions for specific audiences.

2.4 Costed proposals for each requirement to be provided and agreed with the Customer in advance. The proposal must set out the approach, recruitment and locations to be used for each research brief.

- 2.5 Recruitment for testing will be needed, ensuring groups are representative, and the hiring of appropriate venues and facilities.
- 2.6 Scripts shall be agreed in advance of any session.
- 2.7 Detailed feedback to be provided after each session, with all comments recorded and the key points provided to the Customer in the form of a presentation.
- 2.8 Present insights based on results and making recommendations on future planning.
- 2.9 To use the most appropriate and cost-effective market research solution based on each campaign programme.
- 2.10 Provide a core management team for the project that is professional, strong, effective and stable.
- 2.11 Creative testing – work with the customer to better understand during a campaign if the content produced resonates with the audience and influences their behaviour.
- 2.12 Qualitative testing and surveys – to assess stakeholder opinions of, and public reaction to, messaging and narratives; to understand how messages and activities are being received in order to improve the quality of audience engagement, support prioritisation and campaign design.
- 2.13 Have an “always on” panel as an option (optional requirement depending on budget).
- 2.14 Use consistent methodology throughout, and where possible to previous years, so that results can continue to be comparable.

3. KEY MILESTONES AND DELIVERABLES

3.1 The following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Kick off meeting with Customer	Within week 1 of Contract Award
2	Contract review	Every 3 months post contract award
3	EU Transition: Qualitative focus group sessions with campaign audiences – UK Citizens and UK Hauliers (drivers	Aim to receive a report within 2 weeks from field work, with the

	& managers) - to set baseline levels of understanding and knowledge post WAB	opportunity to receive interim data after week 1
4	EU Transition: June wave for a qualitative focus group session with our key campaign audiences – UK Citizens and UK/EU Hauliers (drivers & managers) to test understanding and knowledge, test terminology and inform campaign planning	Aim to receive a report within 2 weeks from field work, with the opportunity to receive interim data after week 1
5	EU Transition: November wave for a qualitative focus group session with key campaign audiences – UK Citizens and UK/EU Hauliers (drivers & managers) – to test effectiveness of the campaign messaging etc so far, and enable the Customer to tweak the campaign as required in the lead up to 31 Dec 2020.	Aim to receive a report within 2 weeks from field work, with the opportunity to receive interim data after week 1

4. MANAGEMENT INFORMATION/REPORTING

4.1 The Supplier shall attend and contribute to quarterly contract review meetings and identify and implement improvements.

4.2 This arrangement requires the Supplier to provide the final report resulting from this commission to be compliant with accessibility legislation WCAG2.1. For more information about accessibility requirements see the following links:

4.2.1 <https://www.gov.uk/guidance/accessibility-requirements-for-public-sector-websites-and-apps>

4.2.2 <https://www.gov.uk/guidance/how-to-publish-on-gov-uk/accessible-pdfs>

5. VOLUMES

5.1 As this is a call off contract volumes will be agreed as individual briefs are issued, therefore volumes of work are not guaranteed. However, the Customer anticipate around 10 briefs within the first year.

6. CONTINUOUS IMPROVEMENT

6.1 The Supplier will be expected to continually improve the way in which the required Services

are to be delivered throughout the Contract duration.

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

6.3 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.

6.4 Throughout the Contract duration, the Supplier should propose innovative research methods and make use of new technologies to track the impact of the Customer's campaigns:

6.5 Ensuring the Customer is an informed client – training and upskilling of the Customer's staff, at no cost to the Customer. The Supplier shall provide tools and resources to upskill the Customer's Campaigns Team, so they have a good understanding of qualitative market research methods. The Supplier shall do so by sharing their expertise as frequently (at least once a month) as per examples below:

6.5.1 Inducting new members of the team

6.5.2 Sharing useful industry summaries

6.5.3 Sharing insight on research trends, new and emerging techniques that could be used to monitor changes

6.6 Provide periodic presentations and training sessions to update the Customer's communications team on market insight and trends

7. QUALITY

7.1 The Supplier shall guarantee their compliance in accordance to the market society code and complying to the ISO 20252:2019 standards which sets out requirements for a quality management system. The standard requires senior management to be responsible for quality of Customer service, and the development, interpretation and continual improvement of the system. It also requires the appointment of a quality manager with sufficient authority to be responsible for and have control over the entire system.

8. STAFF AND CUSTOMER SERVICE

- 8.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 8.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 8.3 The Supplier shall ensure that staff understand the Customer's vision and objectives and will provide excellent customer service to the Customer throughout the duration of the Contract.

9. SERVICE LEVELS AND PERFORMANCE

- 9.1 The Customer will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Account Management	Email enquires responded to within 24 hours Monday - Friday	100%
2	Account Management	Monthly Status reports to be submitted - attendance face to face as agreed	100%
3	Service Delivery	Responsiveness and delivery against overall brief within 1 week	90%
4	Service Delivery	Report delivery after field work within 1 to 2 weeks as agreed with the Customer	90%

- 9.2 Quarterly contract review meetings will be undertaken to recognise success and provide an opportunity to improve in any areas of underperformance.
- 9.3 On termination of the Contract all information and assets created as part of the Contract shall be supplied to the Customer at no additional cost. The Customer are not interested in the raw, potentially personalised, data and only the collated statistics and interpretive analysis. The resources to be transferred at the end of the Contract will be the final list of contract management information of all the projects, and the costs completed under the projects. Such information shall be transferred in any of these formats: Word, Excel (including CSV for tables), PowerPoint.

9.4 The supplier is required to:

- 9.4.1 Deliver against agreed time schedules and budgets.
- 9.4.2 Provide an accessible and flexible team: work should be delivered at pace and there may be requests for fast turnaround analysis and/or research piece such as deep dive into already provided audience insight.
- 9.4.3 Provide accurate reports and invoices.
- 9.4.4 Demonstrate knowledge of client business and continuity of key personnel.
- 9.4.5 Demonstrate expertise, enthusiasm and commitment of the team.
- 9.4.6 Provide a robust complaints / escalation process

9.5 Market research

- 9.5.1 Provide prompt, well considered responses to briefs and questions, use own expertise to challenge the Customer's input to deliver the best approach/questions.
- 9.5.2 Demonstrate understanding of the Customer's business in recommendations.
- 9.5.3 Demonstrate knowledge of audience and market in the evaluation process.
- 9.5.4 Consistency with previous evaluations when/where possible.
- 9.5.5 Quality and continuous improvement of evaluation outputs.
- 9.5.6 Suggest innovative approaches to evaluation.
- 9.5.7 Work collaboratively, openly and timely with other market research/creative agencies if/when required.

9.6 Strategic input

- 9.6.1 Strategic thinking to support wider campaign objectives.
- 9.6.2 Review evaluation data, making recommendations for future improvements.
- 9.6.3 Give added value to the requirement.

9.7 The Supplier shall submit up to date spend figures to CCS (Crown Commercial Service) when requested.

10. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 10.1 The Supplier shall keep all campaign briefings, materials and partner agreements confidential until such time that the Customer has agreed their release. The Customer may require the Supplier to sign an NDA, this will be agreed between the Customer and the Supplier.

11. CONTRACT MANAGEMENT

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

12. LOCATION

- 12.1 The location of the Services will be carried out at the Suppliers Offices

12.2 The supplier will be required to attend meetings at the Customers premises at 33 Horseferry Road, London and at its agents.

ANNEX B
SUPPLIERS PROPOSAL

REDACTED

ANNEX C CONTRACT CHARGES

Staff Grade	Description	Discounted (Day Rate)
Board Level / Chief Executive	As described in Category A roles, with further strategic decision making responsibility and overall accountability of organisation	£ REDACTED
Category A	Senior member of personnel, e.g. Research Director having assumed responsibilities in his/her profession through the performance of management and supervision roles. Typically, he/ she shall have ten (10) years or more professional experience of which at least four (4) years must be relevant to the type of tasks to be performed under the contract at this level.	£ REDACTED
Category B	Certified member of personnel e.g. Senior Researcher or Research Manager having received a high-level training in his/her profession and recruited for his/her appreciated skills as regards professional practice. Typically, he/she must have five (5) years professional experience of which at least two (2) years shall be relevant to the type of tasks to be performed under the contract at this level	£ REDACTED
Category C	Member of personnel such as a researcher. Typically, with two (2) to four (4) years' experience, with understanding and grounding in research projects and the type of tasks to be performed under the contract at this level.	£ REDACTED
Category D	Junior member of research personnel e.g. junior researcher. Typically, with two (2) years' experience. A newcomer to the profession but with training related to the type of tasks to be performed under the contract at this level.	£ REDACTED

Category E	Administrative or general junior personnel (e.g. those involved in ensuring the logistics of the tasks are undertaken).	£ REDACTED
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Rates are exclusive of VAT and inclusive of T&S. Roles and Rates will remain firm for the duration of the Contract and any extension. Rates are based upon an 8 hour day.

Part 2: Contract Terms



Contract Terms v6.0