

DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: Letter of Appointment

CCZZ19A68 Provision of Evaluation Research Support

Dear Sirs

Letter of Appointment

This letter of Appointment dated 17th February 2018, 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 by the Customer
From:	The Department of Transport (DfT) ("Customer")
To:	Market & Opinion Research International Limited ("Supplier")

Effective Date:	19 th February 2020
Expiry Date:	End date of Initial Period: 18 th February 2023 End date of Maximum Extension Period: 18 th August 2024 Minimum written notice to Supplier in respect of extension: One (1) month

Services required:	Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by: The Customer's Project Specification attached at Annex A and the Supplier's Proposal attached at Annex B
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Key Individuals:	Customer: REDACTED Supplier: REDACTED
[Guarantor(s)]	Not Applicable

<p>Contract Charges (including any applicable discount(s), but excluding VAT):</p>	<p>Day Rates: REDACTED</p>
<p>Insurance Requirements</p>	<p>Please refer to Framework RM6018 Research Marketplace Dynamic Purchasing System (DPS) Terms and Conditions.</p>
<p>Liability Requirements</p>	<p>Suppliers limitation of Liability: Please refer to Framework RM6018 Research Marketplace Dynamic Purchasing System (DPS) Terms and Conditions.</p>
<p>Customer billing address for invoicing:</p>	<p>Invoices must quote the Purchase Order (PO) number (issued to the appointed supplier) and must be submitted as directed in the PO to: REDACTED</p>

GDPR	Schedule 2 Description	Details
	Subject matter of the processing	<i>The Department for Transport (DfT) wishes to commission a suitably-skilled team to provide ad hoc evaluation research support to its monitoring and evaluation work programme.</i> <i>As with any programme of social research and evaluation, these activities will include the handling of data.</i>
	Duration of the processing	<i>The contract is intended to run between January 2020 and January 2023 with an option to extend for up to a further one-year period.</i>
	Nature and purposes of the processing	<i>The successful contractor will be required to process data needed to conduct the individual assignments set out in the specification for this requirement.</i> <i>The exact nature of this data collection will depend on each assignment, but may include collection, recording, organisation, structuring, storage, retrieval, consultation, analysis, reporting, erasure or destruction of data.</i>
	Type of Personal Data	<i>Some of the data collected as part of each evaluation assignment is likely to include personal information (e.g. name, contact number of research participants).</i>
	Categories of Data Subject	<i>The wide-ranging nature of the evaluation activities means that data collected could potentially relate to DfT/local area staff and members of the public.</i>
	Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>Bidders should set out the procedures and policies they have set in place to ensure that all data collection and processing activities are compliant with relevant legislation and standards, including General Data Protection Regulation.</i> <i>Because this contract will involve individual research projects relating to Government policy, it will be important to identify what data and outputs will be required to be kept stored for future reference, as well as what data (especially where</i>
		<i>personal data is concerned) needs to be appropriately deleted. See guidance from the Information Commissioner's Office: https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/principles/storage-limitation/#archiving</i>
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

1. DEFINITIONS

Expression or Acronym	Definition
DfT	Means; The Department for Transport (the Authority)
GSR	Means; Government Social Research
GDPR	Means; General Data Protection Regulation
FOI	Means; Freedom of Information

2. SCOPE OF REQUIREMENT

2.1 The following section outlines the required approach and outputs.

2.2 The Contract will provide a flexible and timely call-off function to respond to provide additional evaluation research expertise where required. It is anticipated that multiple individual projects of varying sizes will be commissioned through the project, as indicated by the range of requirements detailed in Section 3 'The Requirement'.

2.3 Individual projects will be commissioned via a specification of requirements. The specific approach for any projects undertaken as part of this contract will be scoped in advance by the contractor in consultation with the Department, and shall be agreed by both parties prior to commencement. The process for these projects utilising this call-off function will be as follows:

- Requests will be coordinated by the DfT Contract Manager;
- Each request will take the form of a short specification of requirements, which will be discussed between the Contract Manager and the Supplier.
- After receiving the specification of requirements, the Supplier will have up to one week to assess the task and submit a brief-costed proposal with timescales in response to the requirement (Suppliers are to be advised that the cost of preparing this is not included within the Contract);
- Proposals shall include:
 - An outline of relevant experience to complete the task
 - Number of days/hours required to complete the task
 - Delivery timetable
 - Name/s of staff working on the task
 - Total cost of the task
 - The nature of the output expected.
 - A review of any anticipated risks and their mitigation measures

- If accepted, the proposal will form a fixed price project within the overriding contract.

- 2.4 The Supplier shall work collaboratively with departmental staff in meeting requirements, to provide regular verbal and written updates at agreed intervals and to share draft outputs during each project.
- 2.5 Outputs will be defined separately for each project, in negotiation with the Supplier as part of the proposal stage for each project.
- 2.6 In some cases, work conducted under this Contract (such as evaluation scoping work) may provide a foundation for a subsequent full evaluation study, which would be competitively tendered. In order to ensure a level playing field in any subsequent tendering exercise, the Department reserves the right to include outputs delivered under this contract as part of the specification for a subsequent tender. The Supplier should ensure that outputs under this Contract are suitable for use in this way. This approach will ensure that the Supplier would be able to bid for any subsequent evaluation study, subject to it being tendered through a route which it has access to.

3. THE REQUIREMENT

- 3.1 The Contract shall deliver timely research and evaluation inputs to support DfT's monitoring and evaluation work programme.
- 3.2 The specific objectives will be set on a rolling basis to reflect the activities allocated to the Supplier, which may include activities listed in this section.
- 3.3 Four types of requirements that shall be obtained through this contract are as follows:
 - 3.3.1 Evaluability assessment, evaluation scoping, design and planning;
 - 3.3.2 Light-touch evaluation and synthesis studies;
 - 3.3.3 Evaluation training and capability-building activities;
 - 3.3.4 Peer review/quality assessment of evaluation plans and outputs.

4. KEY MILESTONES AND DELIVERABLES

The following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Inception Meeting;	Within one (1) week of Contract Award
2	Other key milestones and deliverables will be determined at the start of each requirement.	To be discussed with the Contracting Authority once project has been agreed.

5. MANAGEMENT INFORMATION/REPORTING

- 5.1 Reporting arrangements will vary based on each requirement and will be determined at the start of each requirement. The Authority's Project Manager shall notify the Supplier's Project Manager within a sufficient amount of time of any changes to the reporting schedule.
- 5.2 The Successful Supplier shall provide a Project Manager who will work collaboratively with the Authority's Project Manager and provide regular updates on the progress. The method and regularity for providing updates and progress meetings will be agreed following the start of the commission (Potential Suppliers shall expect that fortnightly progress updates with the Project Manager will be required as a minimum).
- 5.3 The Successful Supplier shall provide delivery of progress updates summarising progress in achieving objectives and the projected programme of work. These shall be made in writing to the appointed Project Manager, with format to be agreed at the outset of each requirement.

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 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

7. ETHICS

- 7.1 DfT is committed to promoting high ethical standards in the conduct of the social research it funds and commissions. We expect potential Suppliers to conduct research to appropriate ethical standards. This would include following the General Data Protection Regulation of 2018, and the principles outlined in the Government Social Research (GSR) Unit Professional Guidance 'Ethical Assurance for Social Research in Government':
- 7.1.1 Principle 1: Sound application and conduct of social research methods, and interpretation of the findings;
- 7.1.2 Principle 2: Participation based on informed consent;
- 7.1.3 Principle 3: Enabling participation;

7.1.4 Principle 4: Avoidance of personal and social harm;

7.1.5 Principle 5: Non-disclosure of identity.

7.2 For further details of these principles see the GSR guidance here:
<https://www.gov.uk/government/publications/ethical-assurance-guidance-for-social-research-in-government>.

8. QUALITY
REDACTED

9. PRICE
REDACTED

10. STAFF AND CUSTOMER SERVICE
REDACTED

11. SERVICE LEVELS AND PERFORMANCE

11.1 The Authority will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Delivery	Deliverables presented to the Authority according to the timescales determined at the start of each requirement and are in the agreed format;	100%
2	Research Quality	When agreed, deliverables are quality assured, clear, accurate and of a publishable standard;	100%

11.2 The quality of the service provided by the Successful Supplier will be regularly monitored by the Authority against the elements outlined above throughout the duration of the Contract.

11.3 The Authority reserves the right to discontinue the Contract if it deems any of the following criteria are not met:

11.3.1 The research outputs are of sufficient quality and are providing robust evidence to guide future policy decisions.

11.3.2 The training and capability building outputs are of sufficient quality and meet the agreed objectives.

12. SECURITY AND CONFIDENTIALITY REQUIREMENTS

REDACTED

13. PAYMENT AND INVOICING

- 13.1 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 13.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 13.3 Invoices **must** include a relevant Purchase Order Number.
- 13.4 Invoices shall be submitted to: DFT Shared Services Centre, **REDACTED**
- 13.5 Invoices shall be submitted monthly (or according to another schedule agreed with the Project Manager) in arrears and provide a breakdown of work completed, staff time input and cost.

14. CONTRACT MANAGEMENT

REDACTED

15. LOCATION

REDACTED

16. BUDGET

- 16.1 The DfT is looking to secure excellent value for money and places great emphasis on suppliers demonstrating good quality in their research approach. It is necessary that the contract be flexible in order to meet changing needs and fluctuating Departmental demands. It should be noted that the Department's spend on this contract is capped at £400,000 excluding VAT.

ANNEX B
Supplier Proposal

REDACTED