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

* 1. **Letter of Appointment**



Dear Sirs

**Letter of Appointment**

This letter of Appointment dated 1st 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.

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| --- | --- |
| Order Number: | To Be Confirmed |
| From: | Migration Advisory Committee ("Customer") |
| To: | ESRO (Revealing Reality) ("Supplier") |

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| --- | --- |
| Effective Date:  | 3rd June 2021 |
| Expiry Date:   | End date of Initial Period 2nd June 2023End date of Maximum Extension Period 2nd June 2024Minimum written notice to Supplier in respect of extension: Twenty Eight (28) days. |

|  |  |
| --- | --- |
| 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  |

|  |  |
| --- | --- |
| Key Individuals: | **REDACTED** |
| [Guarantor(s)] | Not Applicable |

|  |  |
| --- | --- |
| Contract Charges (including any applicable discount(s), but excluding VAT): | Maximum Contract Charge for Initial Two Years: £200,000.00 (ex VATInitial Project – ICT Project 1: £30,450.00 (ex VAT)  |
| Insurance Requirements | Insurance RequirementsAdditional public liability insurance to cover all risks in the performance of the Call-Off Contract, with a minimum limit of £1 million for each individual claim.Additional employers' liability insurance with a minimum limit of £1 million indemnity.Additional professional indemnity insurance adequate to cover all risks in the performance of the Call-Off Contract with a minimum limit of indemnity of £1 million for each individual claim.Product liability insurance cover all risks in the provision ofDeliverables under the Call-Off Contract, with a minimum limit of £1 million for each individual claim. |
| Liability Requirements | **Supplier’s limitation of Liability** As per Clause 18.2 of the Contract Terms and Conditions of RM6018.125% of the Contract charges payable to the Supplier under this Contract. |
| Customer billing address for invoicing: | **REDACTED** |

|  |  |
| --- | --- |
| GDPR | Please see Contract Terms Schedule 7 (Processing, Personal Data and Data Subjects] |
| Alternative and/or additional provisions (including Schedule 8(Additional clauses)): | N/A  |

**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: **REDACTED**

**REDACTED**

Signature: Signature: **REDACTED**

**REDACTED**

Date: **REDACTED** Date: **REDACTED**

**Annex A**

**Customer Project Specification**

**1. The Scope**

# The customer requires a supplier for each project who can deliver a diverse scope of social research over 2 years. This will be reviewed after two years with an option to extend for a further 12-month period. After the delivery of the initial ICT research project, or at any other time during the contract duration either party may terminate the contract. Further details are as set out in Sections 9 and 23 of the Terms and Conditions of the RM6018 Research Marketplace Dynamic Purchasing System, Attachment 5b Call Off Contract Terms. Detailed costings will be required throughout the life of the contract for all scenarios as they are commissioned.

# The majority of research is likely to be with participants resident in the UK and may include (not limited to):

* Employers
* Migrant employees
* Visa holders
* Representative organisations and other key stakeholders

# The research to be carried out under the call-off contract is likely to be primarily qualitative in nature (e.g. depth interviews and/or discussion groups with employers to sit alongside the Call for Evidence and stakeholder engagement work) but it is possible that support with Calls for Evidence may also from time to time be required. Any such support is likely to be limited to programming and hosting the questionnaire, cleaning and coding the data and producing tables, with the questionnaire being designed by the MAC’s in-house research team.

# Given the MACs reports are often on subjects of a technical nature, a supplier with experience of complex areas of government policy migration issues, and conducting research with employers from a range of industries would be beneficial. More broadly, we are looking for an agency with extensive qualitative research expertise, experience of working on public consultations and/or calls for evidence, and research involving engagement with senior business groups on complex topics. An ability to engage with and understand the quantitative output of the MAC, and to host questionnaires and analyse the resultant data, would also be beneficial.

1. **The Requirement**

# Project 1: Intra-Company Transfers (ICTs)

* + 1. In September 2020 the Home Secretary wrote to the MAC requesting that we undertake a study of the Intra-Company Transfer (ICT) immigration route. Further details on the original commission, including the issues on which the MAC has been asked to make recommendations, are available [here](https://www.gov.uk/government/publications/migration-advisory-committee-welcomes-ict-immigration-route-commission).
		2. To support our in-house work, we require qualitative research. We are proposing approximately 30 depth interviews with either individual employers only, or with individual employers and employees.
		3. Outputs and deliverables for the ICT project are discussed in Section 3.

**Sampling**

* + 1. Ideally, we would like to split this sample into 15 interviews under each of the standard and contractor routes, split between employers and employees and ensuring we also have coverage of employers using graduate trainee routes within this sample (at least five) and those using ICTs that both do and do not attract the Immigration Skills Charge. Where employers use ICTs for more than one type of employee, we will cover both/all types in the same interview.
		2. The research agency will be responsible for contacting potential interviewees from a list of contact details supplied by the MAC (once we have contacted those for whom we hold contact information and advised them that we intend to transfer their data to a third party).
		3. We consider that the views of representative organisations are best gathered through the CfE, as these organisations typically want to agree their feedback internally and submit in written form as an official record. The research the MAC requires as part of our commissions will be a much more discursive and anonymised process than this.

**Research areas**

* + 1. The qualitative research will allow issues that are not possible to explore (or can only be touched on) in the CfE or stakeholder engagement to be investigated in the necessary depth. In addition, emerging insights from the CfE, stakeholder attachments submitted alongside the CfE and stakeholder forums can be identified and explored in more depth. In addition to further discussion on the topics already covered in the [CfE](https://www.gov.uk/government/consultations/intra-company-transfers-call-for-evidence), we would like to explore:
* The comparisons between Tier 2 General and ICTs, and the new Skilled Worker Route vs. ICTs: if companies envisage their usage of either route changing in future, what exactly are the drivers for this?
* How might other issues (for example Brexit/COVID) impact on the use of ICTs in future?
* What are the tax implications for the company of people being on ICTs versus Tier 2 (General) and the new Skilled Worker route?
* The implications of ICT staff being on a foreign payroll, for both employers and employees
* Level of English spoken by staff using the ICT route, and to what extent this matters (and, if it matters, is this because it enables employers to bring in a different group of employees, or to bring in the same group more quickly or easily)
* (For multinationals) Have they had any experience of using similar routes in other countries? How does the ICT route compare in terms of flexibility and ease of use?
* What would be the impact on employers if they were not able to use the ICT route?
* Reasons for employees coming to the UK on ICTs
* Main duties carried out in the UK as part of the posting, and any benefits to the employee (whether in terms of benefit to their current job or to their longer term career plans, increased salary, etc.)
* Any drawbacks experienced by the employee as a result of being on the ICT route.
	+ 1. Although the scope of the interviews does not permit an in-depth exploration of the extent of employer exploitation of ICT employees, we would nevertheless also want the contractor to use the interviews to suggest areas where there could in some circumstances be a potential for abuse or exploitation.

**Research and analysis methodology**

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* + 1. We consider that in-depth interviews (over telephone, Skype or Teams) will be the best methodology to carry out this work: they are easy to schedule in, employers can invite colleagues to join them if they wish they can be recorded and transcribed.
		2. The interviews will be conducted following a semi-structured topic guide, which will act as an aide-memoire to the researcher carrying out the interview, but the interviews themselves will also respond to the interests and knowledge of the respondent, therefore not all topics will be covered in the same depth over all interviews, and some interviews may omit certain topics. The research team will monitor the coverage of all topics as the interviews progress. Because of time constraints and the need for the successful contractor to get up to speed with the work that has been carried out so far, we envisage that the MAC’s research team will lead on producing this topic guide in conjunction with the Committee – the research contractor will then be briefed on the topic guide and will have the ability to comment or suggest improvements. For future projects we envisage that the successful contractor will take the lead on this process, in conjunction with the MAC research team and Committee.
		3. A social researcher from the MAC secretariat will act as dedicated Project Manager from this project.
		4. We will require full anonymised transcripts of the interviews carried out as part of this work, and the code frames used in analysis. Potential contractors should include the costs of providing these in their overall bid. These are required so that the MAC’s research team can advise colleagues producing the overall report on the ICT commission of areas where the research report is likely to mean that findings will form a part of their chapter, rather than for quality control purposes.
	1. **Subsequent research projects – Requirement to be confirmed as future MAC commissions are received.**
		1. Outlined below are our typical requirements for social research projects, including (but not limited to):
* Depth interviews
* Focus groups
* Report writing
* Thematic analysis
* Case studies
* Development of sample frames for review and sign-off by the MAC
* Development of research materials such as topic guides, for review and sign-off by the MAC
* Desk research
* Survey design, fieldwork and analysis
	+ 1. Research will be needed across the UK. Typically, our commissions will need to comment on urban/rural and regional issues, and it is likely that the research required to support individual commissions will need to demonstrate appropriate coverage. The research will also need to ensure coverage across the devolved administrations. It is also possible that research may be needed in key overseas destinations.
		2. Research participants may include (but are not limited to):

# Businesses

# Migrants

# Visa / passport applicants

# Holidaymakers

# Stakeholders

* + 1. Research channels employed will vary depending on the project. They may include (but are not limited to):
* Digital
* Telephone
* Face to Face
	+ 1. Each research project will require:
* A response to a specific brief outlining approach, recruitment, optimal sample, timings and costs.
* Regular status meetings with emailed status update sent within 1 working day.
* An interim report, giving full details of the research, methodology, analysis and findings
* Strategic analysis combining primary data with other sources of available secondary and operational data (as applicable)
* Presentation of the results at the Home Office buildings in 2 Marsham Street, London, or via video conferencing at a time agreed (subject to COVID-19 guidelines at the time).
	+ 1. We also require final findings, delivered in the form of:
* A final report, giving full details of the research, methodology, analysis and findings, to contain answers to the research questions.
* Presentation of the results at the Home Office buildings in 2 Marsham Street, London, or via video conferencing at a time agreed (subject to COVID-19 guidelines at the time).
* The outputs from the interviews should consist of anonymised transcripts for each interview, plus any coding/analysis frames produced as part of each project to assist with writing up other parts of the report.
* We also require the contractor to provide all the data gathered as part of the research (transcripts and coding/analysis frames) in an anonymised format.
	+ 1. For the final report we will require at least three drafts. An initial draft on which the MAC research team will provide comments, a second draft which will go to the MAC committee, and a final draft. If more than three drafts are required, we will expect the contractor to support this (although in this case the MAC research team will also provide assistance).
		2. The methodology of projects conducted under this will vary depending on the specific nature of the commission. Projects may be either qualitative or quantitative in nature, although more advanced quantitative work such as econometrics and quantitative modelling will be carried out by the MAC. Quantitative work carried out under this call-off contract is therefore likely to be limited to methods such as surveys and questionnaires.
1. **Key Milestones and Deliverables**

# Milestones for Project 1 Intra – Company Transfers

# The following table sets out the key milestones and deliverables for project 1 – Intra – Company Transfers:

|  |  |  |
| --- | --- | --- |
| Milestone | Description | Timeframe |
| 1 | Contractor appointed | 2nd June |
| 2 | Kick off meeting and MAC briefs contractor on topic guide | 9th June |
| 3 | Rolling contact and fieldwork period | W/C 7th June to W/C 5th July |
| 4 | Rolling analysis | W/C 14th June to W/C 12th July |
| 5 | Transcripts delivered to the MAC | W/C 19th July |
| 6 | Report 1st draft | 1st draft by 28th July |
| 7 | MAC to provide comments on 1st draft | W/C 26th July and 2nd Aug |
| 8 | Contractor deals with 1st round comments | By 13th August |
| 9 | MAC provides final comments | By 19th August |
| 10 | Final report delivered | W/C 23rd August |

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# For future projects potential providers should note the following typical project milestones against which the MAC will measure the quality of delivery. These are examples only and may vary with each project. Timescales are also subject to change, but we will aim to provide as much notice as possible where this is the case.

|  |  |  |
| --- | --- | --- |
| Milestone | Description | Timeframe |
| 1 | Project specific brief sent to agency | N/A |
| 2 | Agency response to brief  | Within two weeks of brief sent |
| 3 | Set up meeting and commencement of programme of work | Within three weeks of brief sent |
| 4 | Interim findings and data tables (quant only) delivered  | Within two weeks of fieldwork completion. Anonymised transcripts to be delivered within three weeks of fieldwork completion.  |
| 5 | Debrief at 2 Marsham Street or via video conferencing at a time agreed (subject to COVID-19 guidelines at the time). | Within four weeks of fieldwork completion |
| 6 | Final reporting delivered/project completion | Within five weeks of fieldwork completion as required |

1. **Management information/reporting**

# Throughout the Contract, the Customer and Supplier will have quarterly meetings about known potential projects yet to be commissioned.

# Throughout the Contract should the Supplier be commissioned to deliver research projects, weekly written progress reports and regular progress meetings will be required between the Supplier and the Customer, and other meetings as necessary and agreed for each brief.

1. **Volumes**

# As a call off contract there is no guaranteed amount of work or minimum spend over the period of the contract. The Supplier will need to be about to provide flexible resources and scale up and down as required to meet the requirements of commissioned projects, as there may be periods of high demand, sometimes at short notice.

1. **Continuous improvement**

# 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.

# The supplier should present new ways of working to the Customer during Contract review meetings should they identify an opportunity to improve project delivery.

1. **Sustainability**

# Not applicable.

1. **Quality**

# Data collection materials must be designed to a professional standard to cover the agreed research questions and written in good English.

# Fieldwork must be conducted by experienced researchers in accordance with MRS professional standards and guidance.

# All contractible deliverables must be of a publishable quality under the name of the Customer.

1. **Staff and customer service**

# In their bids, the Supplier should provide full details of:

# The staff who will carry out the work.

# Their roles on the project.

# Their level of experience

# Their day rates (to be included in the pricing schedule)

# The number of days each member of staff will spend working on project broken down by key project tasks.

# 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 Authority’s vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

1. **Service levels and performance**

# The Authority will measure the quality of the Supplier’s delivery by:

|  |  |  |  |
| --- | --- | --- | --- |
| KPI/SLA | Service Area | KPI/SLA Description | Target |
| 1 | Service Provision | Should the Supplier be commissioned to deliver a research project, the Supplier shall ensure that the services provided meet the requirements in section 7 or service levels agreed at the commissioning of a project. | 100% |
| 2 | Delivery Timescales | Should the Supplier be commissioned to deliver a research project, the Supplier shall adhere to the agreed timescales/project plans, unless otherwise agreed by the Customer | 100% |
| 3 | Quality | Should the Supplier be commissioned to deliver a research project, the Supplier shall use suitable quality assurance processes throughout the contract as agreed with the Customer at the start of the contract.  | 100% |
| 4 | Adhering to Guidance | Should the Supplier be commissioned to deliver a research project, the Supplier shall adhere to the Customer’s project specific data security and other guidance. | 100% |
| 5 | Reporting | Should the Supplier be commissioned to deliver a research project, the Supplier shall provide weekly progress reports in a format agreed by the Customer. | 95% |
| 6 | Meetings | The Supplier shall meet with the Customer within 5 working days of a request and be available via telephone/email. Suitable materials and/or presentations shall be prepared for the meetings.  | 95% |
| 7 | Meetings | Meeting notes shall be provided no later than three working day after the meeting. | 95% |
| 8 | Account Management | The Supplier shall respond to complaints and issues with appropriate and robust resolutions within 5 working days. | 100% |

# The Customer will maintain a record of the Supplier’s 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. Performance Management will be in accordance with Terms and Conditions as set out in Attachment 5b – 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 in the Terms and Conditions.

1. **Security and confidentiality requirements**

# The Supplier must abide by standard Home Office confidentiality restrictions for research, including arrangements to ensure confidentiality of applicant personal data and the Home Office [Personal information charter](https://www.gov.uk/government/organisations/home-office/about/personal-information-charter).

1. **Payment and invoicing**

# Each individual commissioned research project under the Contract shall have its own costs and pricing structure, which will be agreed between the Customer and the Agency prior to any work being undertaken.

# All individual research project cost pricing shall be in line with the Supplier’s Day Rates submitted in the Attachment 4 Price Schedule.

# The payment structure for each individual call off project is to be agreed before the commencement of each project. It is anticipated that payment will be made at completion and sign-off of a project.

# Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

# Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

# Invoices should be submitted to: REDACTED

1. **Contract Management**

# The research contractor must appoint a project manager, who will act as the main point of contact for the research.

# We require regular contact between the MAC and the research contractor, including the following at a minimum:

* + - An initial meeting to start the project, shortly after the contract has been awarded.
		- Regular telephone, email and meetings with the research contractor’s project manager, as needed.
		- Weekly written reports on the progress of the research.
		- Presentation of findings, as specified above.
		- Written minutes of all meetings between the supplier and the customer, provided by the supplier within 3 working days following the meeting.

# Costs for attending meetings, alongside all other travel and subsistence costs, must be included by the Supplier as part of their price submission.

1. **Location**

# There is no specific requirement for the location of the services.

1. **Equality**

# As with all public authorities, the Home Office is required by its public sector equality duty to eliminate discrimination, advance equality of opportunity and foster or encourage good relations between those who share a protected characteristic and those who do not.

# The Home Office is also required to ensure that contractors uphold the public sector equality duty. As such, contractors must specify, as part of their bid, how they will do this as part of the research and how they ensure equality in their wider organisation and work (e.g. through diversity training).

**Annex B**

**Supplier Proposal**

**REDACTED**

**Part 2: Contract Terms**

Please Refer to Document RM6018 Research Market Place Call Off Contract Terms