

DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: Letter of Appointment

Dear Sirs

Letter of Appointment

This letter of Appointment dated 4th November 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 on Contract Award
From:	Cabinet Office (CO) with offices at [REDACTED] ("Customer")
To:	CM Monitor (Britain Thinks) Ltd, a company registered in England Wales under company number [REDACTED], with offices at [REDACTED] ("Supplier")

Effective Date:	1 st December 2021
Expiry Date:	End date of Initial Period: 31 st May 2022 End date of Maximum Extension Period: 1 st December 2022 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:	<u>Supplier:</u> <ul style="list-style-type: none">• [REDACTED]• [REDACTED] <u>Customer:</u> <ul style="list-style-type: none">• [REDACTED]• [REDACTED]• [REDACTED]
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Guarantor	Not applicable.
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Contract Charges (including any applicable discount(s), but excluding VAT):	<p>The value of this contract shall not exceed £2,000,000.00.</p> <ul style="list-style-type: none"> • Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables; • Before each payment can be considered, each invoice must include an elemental breakdown of work completed and associated costs; • Acceptance procedure for deliverables – the Customer will review and sign off each milestone deliverable as set out in table 6.2 of Annex A.
Insurance Requirements	Not Applicable
Customer billing address for invoicing:	[REDACTED]

GDPR	See Schedule 7 of Attachment 5 – Call-Off Contract Terms
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. PURPOSE

- 1.1 This Procurement is to source Suppliers to deliver qualitative research amongst the general public on policy and narrative testing for the Prime Minister's Office and Cabinet Office Communications Insight and Evaluation Team.
- 1.2 The Cabinet Office (CO) shall be referred to as the "Contracting Authority" hereafter.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The Cabinet Office (CO) is the centre of government, supporting the Prime Minister, ensuring the effective running of government and taking a lead in critical policy areas
- 2.2 The Cabinet Office purpose is to
 - 2.2.1 Maintain the integrity of the Union;
 - 2.2.2 Co-ordinate the security of the realm and sustain a flourishing democracy;
 - 2.2.3 To support the design and implementation of HM Government's policies and the Prime Minister's priorities; and
 - 2.2.4 To ensure the delivery of the finest public services by attracting and developing the best public servants and improving the efficiency of government.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 The Communications Insight and Evaluation (I&E) team within Cabinet Office commission research on behalf of Number 10, policy and communications teams within Cabinet Office and wider Government, across a range of issues relating to current Government priorities. The research provides crucial insight into audience views and behaviour, to shape policy and communications.
- 3.2 This involves a broad ranging requirement for qualitative research, conducted for the purposes of policy development, narrative testing, creative and communications testing and evaluation of campaign impact (including behaviour change impact).
- 3.3 Due to the large scope of these areas and the capability required a procurement exercise took place in August-October 2020 with three (3) distinct Lots. Each lot was awarded to a different supplier. Lot 1 – Qualitative research for policy and narrative development – general public – is now forecast to reach the maximum budget. Cabinet Office therefore have a requirement to procure a replacement for Lot 1 only. Contracts issued under Lots 2 and 3 will continue

and are unaffected by this new procurement. All Potential Providers can bid even if they were successful and awarded contracts under the previously issued Lots 2 and 3.

- 3.4 Potential Providers should note that the Budget amount provided is indicative only and represent maximum spend level - it is not a guarantee of spend and there is no commitment to spend under the contract. Detailed costings will be required throughout the life of the contract for all scenarios as they are commissioned.
- 3.5 The contract requirement is based on the supply of qualitative research for a six (6) month period. The contract term shall commence upon Contract Award and be reviewed after six (6) months with an option to extend for a first three (3) month period and then a second three (3) months period. The maximum period is twelve (12) months.
- 3.6 The individual call-off Contract will vary but the awarded contract term may include periods of regularly scheduled fieldwork and periods of ad-hoc research.
- 3.7 Fast turnaround of research will often be involved with findings providing urgent advice to strategy and communication teams in the Prime Minister's Office and Cabinet Office. Quality of service as well as flexibility and responsiveness are therefore key requirements, along with a robust understanding of how Government operates and the particular propriety and ethics involved.
- 3.8 The majority of research is expected to be with general public audiences within the UK including (but not limited to):
- 3.8.1 The general public overall;
 - 3.8.2 Demographic or life stage sub-audiences; and
 - 3.8.3 Citizens in the four Nations – England, Scotland, Wales, Northern Ireland.
- 3.9 Please note, whilst research outside the UK is unlikely this Contract is required to cover this eventuality should it be required. This will be further discussed at the Inception meeting.

4. DEFINITIONS

Expression or Acronym	Definition
CO	Means; Cabinet Office (the Contracting Authority).
I & E	Means; Insight and Evaluation Team.

5. SCOPE OF REQUIREMENT

- 5.1 Research may cover a broad range of topics centred on Number 10 and Cabinet Office priorities (for instance: citizen engagement with government, the

union, EU transition) and wider government policy (for instance health, policing, the economy), potentially involving discussion around more sensitive issues.

5.2 Outlined below are typical qualitative requirements including (and not limited to):

5.2.1 Attitudes, knowledge and claimed behaviours to inform policy;

5.2.2 Early-stage policy development;

5.2.3 Policy testing;

5.2.4 Narrative testing; and

5.2.5 Discourse analysis; and

5.2.6 Desk research - This could involve reviewing and summarising learnings from existing research owned by Cabinet Office, other government departments and external research, to help inform policy and narrative development on specific policy areas, either in place of or in advance of new primary research being commissioned. There may also be occasions where a more in-depth review of academic research into e.g., the use of language in relation so specific topics or policy areas may be required.

5.3 Projects conducted under this lot shall be entirely qualitative in nature.

5.4 **The scope of the requirement is for:**

5.4.1 An Initial Face to face meeting between the Supplier and the Customer to introduce teams, agree ways of working and to discuss any near research requirements.

5.4.1.1 This meeting will be determined in accordance with COVID guidelines and will be confirmed post Contract Award.

5.4.2 The flexible provision of ad hoc qualitative research delivered by a named and consistent Director-level team.

5.4.3 Expert moderation, potentially involving discussion around more sensitive issues. All fieldwork to be overseen and reported on by senior level staff, Research Director (or equivalent), with suitable experience of moderating research on the types of issues mentioned in the brief. Team members should have around 10+ years' experience of delivering the kind of work as specified in the brief. Fewer years' experience is acceptable so long as the Research Director (or equivalent) maintains a supervision position and can demonstrate all team members have the relevant experience and skills to undertake the research.

- 5.4.4 Provision of strategic advice and reporting suitable for senior government stakeholders to be provided by a Research Director (or equivalent), with suitable experience of moderating research on the types of issues mentioned in the brief.
- 5.4.5 As standard, for all focus groups undertaken: after the first day/night of focus groups next day written top line reporting organised by topic or theme and including a selection of verbatim quotes, with the option for a telephone call or face-to-face briefing. This is to enable us to review the topic guide and emerging issues. Further provision of fuller written and verbal briefings could be requested as required to inform policy development, leading to the final report.
- 5.4.6 Ability to recruit and moderate ad hoc general public groups within one week of briefing and business audience groups within two weeks (with next-day topline reporting, as above).
- 5.4.7 Capability to provide on request, within a month's notice or sooner, a programme of twice weekly focus groups, all with Research Director moderation and written next working day topline reporting. Fieldwork locations to cover urban and non-urban locations in the four nations with no duplication in locations during the programme (in so far as this is reasonable within the programme time)
- 5.4.8 All research to be conducted in accordance with MRS Code of Conduct and following MRS best practice guidance for qualitative research.

6. THE REQUIREMENT

- 6.1 The contract is based on the supply of ad hoc qualitative research (focus groups or other methods) as and when requested by the Cabinet Office Insight & Evaluation team for a six (6) month period. The contract term shall commence upon Contract Award and be reviewed after six (6) months with an option to extend for a first three (3) month and then second three (3) month period.
 - 6.1.1 With the exception of recruitment, and where it has been agreed for specialist audiences as outlined in sections 6.10-13, the Contracting Authority's expectation is that this requirement will be delivered in-house without sub-contracting
 - 6.1.2 Freelance consultants with sufficient experience and seniority may be written into bids as core members of the team, or they may be used where necessary to fulfil a requirement for research amongst hard-to-reach audiences. They need to be clearly identified as such and are subject to the same security requirements as set out in section 16.
- 6.2 Each qualitative research project will require a response to a specific brief outlining approach, recruitment, optimal sample, timings and costs.

- 6.3 The supplier's response to each specific brief will include:
- 6.3.1 Provision and pricing to include: recruitment of respondents to an agreed specification, incentives, development of discussion guide from a verbal or email briefing, venue hire, fieldwork, audio recording of groups and written reporting including next day topline as outlined;
 - 6.3.2 Provision of Supplier project documentation to include: written outline of approach with costs based on a verbal or email brief, recruitment specification, recruitment screener, discussion guide, topline report; and
 - 6.3.3 Requirements for additional deliverables will be agreed on a project-by-project basis but will likely involve detailed reporting of findings to an agreed format (Microsoft Word or PowerPoint slides) drawing together insights with strategic recommendations.
- 6.4 Retrospective analysis pieces may also be requested, involving the ability to draw on past ad hoc projects to build strategic insight about audience groups, evolving trends or thematic learnings and identify the implication.
- 6.5 The primary research method is expected to be focus groups, conducted online or face to face. Depth interviews are also likely to be required, conducted online, face to face or by telephone. Capability to conduct research face to face, via telephone or online dependent on project need is required.
- 6.5.1 Other qualitative research methods and techniques will be considered where recommended by the Supplier as a means to strengthen the quality of insight provided against a specific objective - such as to understand behaviour change, to aid the effective exploration of sensitive issues or to overcome unreliability in self-reporting. The successful supplier's response to each Call Off Brief is required to detail any other qualitative research methods and techniques proposed.
- 6.6 The majority of research is expected to be with audiences within the UK including the audiences outlined in section 3.8. There may also be a requirement for research among more targeted or hard-to-reach audiences. These audiences may include (but are not limited to):
- 6.6.1 Ethnic or faith-based communities;
 - 6.6.2 Young people e.g. Those aged 16-19 or 16-24
 - 6.6.3 Other specialist audiences e.g., EU citizens resident in the UK
- 6.7 Goods or services that are not bought or sold directly have no observable market price, but they can have economic value due to the benefits and costs associated with their existence and consumption. Economic valuation refers to the assignment of money values to these non-marketed goods and services, where the money. Valuing non-market goods and services to the public is

important for public investment decisions, policy appraisal and evaluation in existing and future cultural institutions (HM Treasury 2011).

- 6.8 Research with ethnic or faith-based communities may include (but is not limited to):
 - 6.8.1 British South Asian communities (e.g., Pakistani, Bangladeshi, Indian);
 - 6.8.2 Black African communities;
 - 6.8.3 Black Caribbean;
 - 6.8.4 Eastern European communities e.g., Polish or Romanian residents in the UK; and
 - 6.8.5 Faith based communities such as British Hindus, Sikhs or Muslims.
- 6.9 Research within specific communities may involve a need to consider and include those living in multi-generational households, first and second generations, those with English as a second language, length of time in the UK and other relevant sub-audiences.
 - 6.9.1 Capability to design and conduct research with these audiences is required. Suppliers are required to have the capability to advise on sample design, specification and recruitment to meet research objectives. There is also the need for suppliers to have access to specialist recruiters and moderators for fieldwork (including use of other languages as needed). This may be in-house expertise or through sub-contraction with trusted specialist research partners.
- 6.10 Recruitment of broad mainstream audiences is expected to primarily take place through approved traditional qualitative recruitment methods (i.e., through a recruiter network/partner/database using screener questionnaires developed by the Supplier to meet an agreed specification and signed off by the Contracting Authority). Where any alternative methods of recruitment are required, for example for more targeted audiences outlined above, these will be discussed and approved on a project-by-project basis.
- 6.11 Fieldwork will be required across a wide UK geographical spread, covering urban and non-urban locations, to ensure representation of views from all areas of the UK. This will include fieldwork in multiple locations in England, Wales, Scotland and Northern Ireland. Knowledge of the governmental and political context in each of the nations is therefore required, as is experience moderating in each of the four nations within the named research team. For Northern Ireland particularly, capability to conduct fieldwork using expert local moderation is also beneficial.
- 6.12 At the time of issuing this document, due to COVID-19, there is a requirement for focus groups and other research that might otherwise typically be conducted face to face to be conducted online. This is anticipated to continue in the short term but will be reviewed and agreed with the appointed Supplier dependent on latest events. Briefing, project meetings and reporting of results may also take

place online in the short term, dependent on circumstances, also to be reviewed.

6.12.1 Should Face to Face focus groups or other research take place, these will be undertaken using the latest COVID-19 and social distancing guidelines.

6.13 Assumptions

6.13.1 In the case of face-to-face focus groups, general public focus groups recruited to achieve 8 respondents per group.

6.13.2 In the case of face-to-face focus groups, non-viewing venues as standard (e.g., Hotels) with audio recording of all groups. Option for viewing facility venues and/or video recording and live streaming as required. 90-minute focus groups as standard, typically two focus groups per evening/location.

6.13.3 In the case of online focus groups, general public focus groups recruited to achieve 6 respondents per group, with the option for remote listening-in and recording as required.

6.13.4 In the case of face-to-face depth interviews, general public audiences recruited to achieve 1 per interview. In the case of telephone depth interviews, general public audiences recruited to achieve 1 per interview.

7. KEY MILESTONES AND DELIVERABLES

7.1 The following Contract milestones/deliverables shall apply:

Milestone /Deliverable	Description	Timeframe or Delivery Date
1	Contract to be signed;	Within 2 days of Contract Award
2	Initial meeting (either face to face or via video conferencing as agreed) between the Supplier and the Customer to introduce teams, agree ways of working and discuss any near research requirements;	Within 2 weeks of Contract Award
3	Fieldwork to be carried out at agreed dates;	Throughout the six (6) month Contract term
4	Agency initial response to specific project brief (informal brief received from the Customer by email / telephone outlining requirements) provided as an email outline with viable field options;	Same or next working day following brief
5	Agency fully costed response to brief;	Within 5 working days of brief (sooner if required)
6	Commencement of programme of work;	Within 1-2 weeks of brief (sooner if required)
7	Written topline reporting;	Next working day following each day of fieldwork
8	Verbal topline reporting, via video conferencing, telephone or Face to Face as agreed;	Within 1-2 days of fieldwork

8. MANAGEMENT INFORMATION/REPORTING

- 8.1 The Supplier will ensure the results are communicated to the Authority rapidly, with next day written topline reporting in an agreed format, including on weekends and public holidays if agreed.
- 8.2 For further details on reporting, please see Section 6 - The Requirement in this document for anticipated standard reporting requirements.
- 8.3 There may be a requirement for specific reporting requirements on each individual project will be agreed on a project-by-project basis with the Supplier.
- 8.4 Standing items for updates shall include: progress reports from the Supplier and the Contracting Authority, risks and issues; and next steps including engagement.

9. VOLUMES

- 9.1 As with the potential contract value there are no guarantees on volume of work. Based on estimate from previous years average volumes can range between 30-40 focus groups per month on average.

10. CONTINUOUS IMPROVEMENT

- 10.1 The Suppliers will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 10.2 The Supplier should present new ways of working that maximise efficiency to the Contracting Authority as they arise.
- 10.3 Changes to the way in which the Services are to be delivered must be brought to the Contracting Authority's attention and agreed prior to any changes being implemented.

11. SUSTAINABILITY

- 11.1 No specific sustainability requirements.

12. QUALITY

- 12.1 Results from the research will be used to shape communications and marketing or inform policy making. Therefore, it is critical that the project runs to time, with all assumptions and caveats clearly highlighted, and that all reporting is checked for accuracy and quality prior to sending.
- 12.2 All researchers will be Market Research Society (MRS) members and all research processes must adhere to the Market Research Society Code of Conduct.

13. PRICE

- 13.1 Pricing should be provided in the following way:
- 13.1.1 Unit cost – Potential Providers should produce a cost for provision of
 - 13.1.1.1 2 x 90-minute face to face general public focus groups (including recruitment and set up), with a topline report produced for each, based on the pricing assumptions outlined in section 6.
 - 13.1.1.2 2 x 75 minute online general public focus groups (including recruitment and set up), with a topline report produced for

each, based on the pricing assumptions outlined in section 6.

13.1.2 Rate card – potential providers should also provide the rates of the staff they intend to use to deliver the services, as per the DPS rate card.

13.2 Prices are to be submitted via the e-Sourcing Suite Attachment 4 – Price Schedule excluding VAT and including all other expenses relating to Contract delivery.

14. STAFF AND CUSTOMER SERVICE

14.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service to all Parties. Note that there are likely to be periods of high demand, at short notice, therefore the Provider needs to demonstrate an ability to scale up / down on demand.

14.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard. This includes Research Director level moderation of all focus groups and Research Director level delivery of all reporting.

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

15. SERVICE LEVELS AND PERFORMANCE

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

KPI/SLA	Service Area	KPI/SLA description	Target
1	Response timescales	Timescale for provision of research options following a briefing of requirement for research;	To be provided within two (2) working days after receipt of brief.
2	Recruitment of sample	Sample reflects brief requirements;	Sample recruited to pre agreed requirements through an approved method within specified time.
3	Delivery timescales	Written topline findings from fieldwork/focus groups;	To be provided on next working day after fieldwork or within otherwise agreed timescales.
4	Delivery timescales	Supplier to provide final deliverables for each project as agreed on a case-by-case basis;	Deliverables to be provided within agreed timescales.
5	Reporting	Reporting answers research questions;	To pre-agreed standards and within agreed timing.

6	Evidence of impact	Provide evidence to support Cabinet Office Insight & Evaluation team demonstrate impact / benefits of work delivered;	To be provided in line with criteria / timings agreed with agency upon commission of each project.
7	Issue resolution	Suppliers must demonstrate how they seek to rectify mistakes or issues with data or reporting;	Any issues to be notified within 12 hours; timings for resolution plan to be agreed on a case-by-case basis.
8	Account management	The Supplier must attend an annual review meeting to review performance and identify and implement improvements;	Dedicated account lead must attend meetings or arrange appropriate cover accordingly.
9	Account Management	Response to complaints and issues with appropriate and robust resolutions within 5 working days;	Within five (5) working days of complaint.
10	Account management	Maintaining contact on project matters;	Response to all telephone calls and emails within 24 hours.

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

15.3 Where the Successful Provider fails to provide a Service Improvement Plan or fails to deliver the agreed Service Improvement Plan to the required standard, the Contracting Authority reserves the right to seek early termination of the contract in accordance with the procedures set out in the Terms and Conditions.

16. SECURITY AND CONFIDENTIALITY REQUIREMENTS

16.1 Any research must be conducted to MRS Code of Conduct standards, especially any regarding young or vulnerable audiences, which include adhering to the Data Protection Act with regards to the collection and storage of respondent details.

16.2 All suppliers must be GDPR compliant.

17. PAYMENT AND INVOICING

- 17.1 Each individual research project shall have its costs and pricing structure agreed between the Customer and Supplier prior to any work being undertaken
- 17.2 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 17.3 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 17.4 The Supplier will issue invoices and payments will be made on a project-by-project basis, following confirmation of deliverables.
- 17.5 All invoices need to include a valid PO number, as provided by the Customer.
- 17.6 Invoices should be submitted to: **[REDACTED]**

18. CONTRACT MANAGEMENT

- 18.1 The Supplier must attend a three (3) review meeting to review performance and to identify and discuss implementation of improvements.
- 18.2 Attendance at Contract Review meetings shall be at the Supplier's own expense.

19. LOCATION

- 19.1 The location of the Services will be carried out in the field or at the offices of the Supplier. Briefings, reporting and debriefs will be held at the offices of the Contracting at:
 - 19.1.1 **[REDACTED]**

ANNEX B
Supplier Proposal
[REDACTED]

Annex C

Contract Charges

The below table sets out the maximum charges that the Customer will be charged by the Supplier for the entire Contract Term.

These charges shall remain fixed for the duration of the Contract. The total capped cost is £2,000,000.00 including all expenses but excluding VAT.

[REDACTED]

[REDACTED]