

3rd June 2020

Dear Simon,

Direct Award of Contract – The Provision of Quantitative Research CCZZ20A27

I am writing to inform you that **the Cabinet Office** (the “**Customer**”) proposes to make an award of a contract to you to provide extremely urgent deliverables as part of the response to unforeseeable consequences of the COVID-19 pandemic on the terms set out in this letter (the “**Contract**”).

Due to unforeseeable consequences of the current COVID-19 pandemic, **the Cabinet Office** reasonably anticipates that the Public Contracts Regulations 2015 will apply to this Contract and the Parties shall ensure that there is a lawful basis for awarding the Contract under the Public Contracts Regulations 2015 and/or any applicable procurement rules. Due to unforeseeable consequences of the current COVID-19 pandemic, this may include in particular justifications under Regulation 32 of the Public Contracts Regulations 2015 or such other applicable or equivalent provision.

The Contract

In the light of the extreme urgency of the current situation and as you are already a supplier on **Research Marketplace Dynamic Purchasing System RM6018** (the “**DPS Contract**”), the Contract shall be based on the DPS Contract's Contract Terms as follows:

1. The Supplier shall supply the Services and the Deliverables to complete the Project as specified in Annex A to this letter as if Annex A to this letter was each of a Letter of Appointment and a Statement of Work for the Project comprising of each of a Customer Project Specification and a Supplier Proposal.
2. The Contract Charges relating to the Project are specified in Annex A to this letter.
3. The Special Terms set out in the Statement of Works at Annex A to this letter apply to the Contract. The Special Terms set out in Annex A to this letter are terms of this letter.
4. The Effective Date of the Contract will be 30th March 2020.
5. The Customer and the Supplier acknowledge and agree that:
 - 5.1. each of the Effective Date and the Project Commencement Date occurred before the date on which the Parties documented the terms of the Contract;
 - 5.2. the terms of the Contract documented in this letter are all of the terms upon which the Parties agreed to contract on and from the Effective Date; and
 - 5.3. no other written or oral agreements, representations or understandings exist between them in respect of the subject-matter of this Contract.
6. The Expiry Date of the Contract will be **01st July 2020**.
7. The Customer may extend the Contract by three (3) months on a month to month rolling basis. By giving notice to the Supplier prior to the then existing Expiry Date, as previously extended where applicable, The Option to extend is set at 3 months maximum. The Extension Expiry Date is the date on which the Contract ends pursuant to any operation of this paragraph.
8. This Contract is not conditional upon the receipt of a Guarantee.

9. The documents from the DPS Contract specified in Annex B to this letter are incorporated into the Contract (the “**Incorporated Documents**”). If any of the Incorporated Documents conflict with any of the terms of this letter, the terms of this letter prevail.
10. References in the Contract Terms to “Agreement” shall be read as references to this Contract.
11. References in the Incorporated Documents to “Letter of Appointment” shall be read as references to this letter.
12. “Force Majeure”, as defined in paragraph 1.6 of Schedule 1 of the Contract Terms, shall exclude any acts, events, omissions, happenings or non-happenings arising out of or in connection to either or both coronavirus (the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)) and/or COVID-19 (the official designation of the disease which can be caused by coronavirus).
13. For the avoidance of doubt, the DPS Contract and any provision of any Incorporated Document which relates only to the DPS Contract (other than clauses Clause 6 of the DPS Contract, DPS Schedule 5 (Management Charge and Information) and the corresponding definitions contained in DPS Schedule 1 (Definitions and Interpretation) which are incorporated into the Contract by paragraph 14 below) are not incorporated into the Contract.
14. In spite of paragraph 13 above, the Customer and the Supplier agree that:
 - 14.1. clause 6 of the DPS Contract;
 - 14.2. DPS Schedule 5 (*Management Charge and Information*); and
 - 14.3. all definitions for terms defined in DPS Schedule 1 of the DPS Contract which are capitalised and used in clause 6 of the DPS Contract and DPS Schedule 5 (Management Charge and Information),are incorporated into this Contract so that:
 - A. the Supplier shall on receipt of an invoice from the Crown Commercial Service (“**CCS**”) for the Management Levy, pay the Management Levy and provide Management Information using the process in clause 6 of the DPS Contract; and
 - B. the Customer and the Supplier agree that clause 28 of the Contract Terms (*Third Party Rights*) apply to this paragraph 14 to the extent necessary to ensure that CCS will have the right to enforce any obligation owed to it by the Supplier under this paragraph 14 in its own right under section 1(1) of the Contract (Rights of Third Parties) Act 1999.
15. References to “Contract” in the clauses and schedules of the DPS Contract which are incorporated into this Contract by paragraph 14 above shall be read as references to this Contract.
16. If the Customer and the Supplier enter into the Contract, the Customer and the Supplier will, each at their own expense, do all acts and things necessary or desirable to give effect to the Contract.

Accepting the offer of the Contract

In the circumstances, **The Cabinet Office** proposes to confirm that the Parties entered into the Contract on the 30th of March 2020 exceptionally by an exchange of correspondence.

Please confirm that you accepted the Contract terms on that date by email to info@crownccommercial.gov.uk , using the heading CCZZ20A27 the Provision of Quantitative Research Contract Award.

To assist us in managing the process, please respond by 17:00 on **5th June 2020**.

If you have any queries, please contact the team on info@crownccommercial.gov.uk.

Yours faithfully,

REDACTED

Senior Procurement Specialist

Annex A
Project, Services and Deliverables, Contract Charges and Special Terms

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| Project: | <i>BMG Research Ltd Direct Award for the Provision of Quantitative Research.</i> |
| Project Commencement Date: | 30 th March 2020 |
| Project Completion Date: | 01 st July 2020 |
| Project Term: | <i>Thirteen (13) weeks and two (2) working days with the option to extend for three (3) months on a month rolling basis</i> |
| Project Notice Period: | <i>15 days notice period.</i> |
| Services & Deliverables: | <p>The requirement is for quantitative research. This will be an online survey, to be carried out weekly, during the Contract period.</p> <p>The survey must track public attitudes and behaviors relating to Covid19 on a weekly basis. The questions for the survey need to be pre-agreed with CO prior to issue of the survey.</p> <p>The survey must be amongst a nationally representative sample of the UK public, with a weekly sample size of circa 2,000 people. Analysis of sub-groups within the data (demographic and other) will be required and will be specified by CO upon award.</p> <p>The key deliverables must be for supply of weekly data tables and merged data tables using the research; (showing results for each week over course of the Contract), including cross break analysis as previously agreed with DHSC and as required by CO, as well as weekly written and charted reporting in Word and in PowerPoint of key findings/graphs/charts as templated and set out by CO.</p> <p>Data must be delivered in Excel format but CO may request raw data files e.g. CSV, SPSS, if required for further analysis internally.</p> |
| Inclusion of Additional Schedules | Not applicable |

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|--------------------------------|---|
| Project Plan: | <p><i>Delivery of Waves during the following dates</i></p> <p><i>Wave 10 - 30th March - 1st April 2020</i></p> <p><i>Wave 11 - 6th - 8th April 2020</i></p> <p><i>Wave 12 - 14th - 15th April 2020</i></p> <p><i>Wave 13 - 20th - 22nd April 2020</i></p> <p><i>Wave 14 - 27th - 29 April 2020</i></p> <p><i>Wave 15 - 4th - 6th May 2020</i></p> <p><i>Wave 16 - 11th -13th May 2020</i></p> <p><i>Wave 17 - 18th - 20th May 2020</i></p> <p><i>Wave 18 - 25th - 27th May 2020</i></p> <p><i>Wave 19 - 1st -3rd June 2020</i></p> <p><i>Wave 20 - 8th - 10th June 2020</i></p> <p><i>Wave 21 - 15th - 17th June 2020</i></p> <p><i>Wave 22 - 22nd - 24th June 2020</i></p> <p><i>Wave 23 - 29th June - 1st July 2020</i></p> |
| Contract Charges: | <p><i>The Customer shall pay the Supplier the sum of REDACTED excluding VAT for delivery of these Services, payable in monthly instalments. For the avoidance of doubt, the Contract Charges shall be inclusive of all third party costs</i></p> <p><i>The Costs consist of delivering the following research Waves</i></p> <p><i>Wave 10 - 30th March - 1st April 2020 REDACTED</i></p> <p><i>Wave 11 - 6th - 8th April 2020 REDACTED</i></p> <p><i>Wave 12 - 14th - 15th April 2020 REDACTED</i></p> <p><i>Wave 13 - 20th - 22nd April 2020 REDACTED</i></p> <p><i>Wave 14 - 27th - 29 April 2020 REDACTED</i></p> <p><i>Wave 15 - 4th - 6th May 2020 REDACTED</i></p> <p><i>Wave 16 - 11th -13th May 2020 REDACTED</i></p> <p><i>Wave 17 - 18th - 20th May 2020 REDACTED</i></p> <p><i>Wave 18 - 25th - 27th May 2020 REDACTED</i></p> <p><i>Wave 19 - 1st -3rd June 2020 REDACTED</i></p> <p><i>Wave 20 - 8th - 10th June 2020 REDACTED</i></p> <p><i>Wave 21 - 15th - 17th June 2020 REDACTED</i></p> <p><i>Wave 22 - 22nd - 24th June 2020 REDACTED</i></p> <p><i>Wave 23 - 29th June - 1st July 2020 REDACTED</i></p> |
| Customer Materials: | Not applicable |
| International Locations | Not applicable |

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| Customer Affiliates: | <i>The Department of Health and Social Care</i> |
| Special Terms: | Not Applicable |
| Authorised Customer Approver: | <i>Set out details of the person(s) who have the authority to agree day to day decisions on behalf of the Customer for this Project. Deputy Director REDACTED</i> |

Annex B Incorporated Documents

The documents specified in this Annex B are incorporated into the Contract from the DPS Contract.

Where numbers are missing, those schedules are not included. If the Incorporated Documents conflict with each other, the following order of precedence applies:

1. *The Contract Terms from RM6018*
2. *The following Schedules to the Contract Terms in equal order of precedence:*
3. *The Schedules from the Contract Terms for RM6018*
 - *Schedule 2 (Statement of Work)*
 - *Schedule 4 (Dispute Resolution Procedure)*
 - *Schedule 5 (Variation Form)*
 - *Schedule 6 (Contract Charges)*
 - *Schedule 7 (Processing, Personal Data and Data)*

No other Supplier terms are part of the Contract. That includes any terms written in the email accepting the offer of the Contract or presented at the time of delivery.

The Incorporated Documents can be found at <https://www.crowncommercial.gov.uk/agreements/RM6018>

Annex C
Contract Management Information

CUSTOMER CONFIDENTIAL INFORMATION

Not Applicable

CUSTOMER'S INVOICE ADDRESS:

APinvoices-CAB-U@gov.sscl.com.

CUSTOMER'S SECURITY POLICY

During the life of the Contract, the Supplier shall acknowledge and protect all sensitive and confidential information its employees have access to. The Supplier shall also ensure their IT security systems are sufficiently robust to prevent confidential and sensitive material being made available to the public domain.

INSURANCE REQUIREMENTS

public liability insurance to cover all risks in the performance of the Contract, with a minimum limit of £1 million for each individual claim

employers' liability insurance with a minimum limit of £1 million indemnity

professional indemnity insurance adequate to cover all risks in the performance of the Contract with a minimum limit of indemnity of £1 million for each individual claim

Product liability insurance cover all risks in the provision of

Deliverables under the Contract, with a minimum limit of £1 million for each individual claim

MAXIMUM LIABILITY

For the purposes of Clause 18 of the Contract Terms, the figure specified for limitation of liability will be £REDACTED which is the equivalent of 125% total value of the contract, as if this letter were the Letter of Appointment.

PURCHASE ORDER NUMBER

To be confirmed

STANDARDS

The supplier must ensure that survey results are checked thoroughly in line with Market Research Society