

DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: Letter of Appointment



Cabinet Office

REDACTED

T +44 (0)20 7

F +44 (0)20 7

www.cabinetoffice.gov.uk

Dear Sirs

Letter of Appointment

This letter of Appointment dated Tuesday 22nd October 2019, 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 has the same meanings as in the Contract Terms unless the context otherwise requires.

Order Number:	CCZZ19A54
From:	Cabinet Office (the "Customer")
To:	KPMG (the "Supplier")

Effective Date:	Thursday 24 th October 2019
Expiry Date:	End date of Initial Period: Thursday 12 th December 2019 End date of Maximum Extension Period: Monday 6 th January 2019 Minimum written notice to Supplier in respect of extension: Thirty (30) days

Services required:	Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by all of the following: <ul style="list-style-type: none">• The Customer's Project Specification attached at Annex A• The Supplier's Proposal attached at Annex B• The Price Schedule and Rate Card attached at Annex C
--------------------	--

Key Individuals:	For the Customer: REDACTED
------------------	--------------------------------------

	For the Supplier: REDACTED
Guarantor(s)	N/A

Contract Charges (including any applicable discount(s), but excluding VAT):	£68,105.00 (excluding VAT, but including all expenses).
Insurance Requirements	As per RM6018 Contract Terms
Liability Requirements	As per RM6018 Contract Terms
Customer billing address for invoicing:	Invoices shall be submitted via email to: REDACTED

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 has 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:

Date:

ANNEX A

Customer Project Specification

1. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 1.1 The Customer was set up as an expert committee within the Cabinet Office to ensure that the UK is equipped to capitalise on geospatial opportunities. The Cabinet Office's Single Departmental Plan commits the Customer to delivering cross-cutting projects and services that shall be underpinned by the first UK Geospatial Strategy, planned for the end of the 2019/2020 financial year.
- 1.2 The increasing relevance of geospatial data and technologies and ubiquity of applications present a clear and valuable global economic opportunity. Changing technologies in the geospatial realm itself – live imagery from orbit; enhanced visual data resolution; more accurate positioning technology, and; crowd-sourced data – are making location data increasingly relevant for wider sectors such as finance, transport, housing, retail and many more. At the same time, disruptive technologies, such as drones and connected autonomous vehicles, shall only be made possible by effective use of geospatial data.
- 1.3 The Customer holds the budget and responsibility for the management of the main contracts between government and the public and private sectors for access to key geospatial data. The UK's national mapping agency, Ordnance Survey (OS) manages the Crown's geospatial data, through the Crown Rights Agreement. This arrangement provides OS with an exclusive royalty free, worldwide right to use and re-use the Crown copyright and Crown database rights to fulfil its public task. The public task sets out Ordnance Survey's core role and functions in relation to the management of the Crown geospatial data. OS funds the maintenance of the Crown data through the revenue it generates from commercially licensing this data, including from the public sector.
- 1.4 Government currently hold two main contracts with OS on behalf of the public sector:
 - 1.4.1 The **Public Sector Mapping Agreement (PSMA)** which is a 10 year agreement ending in March 2021 providing free at the point of use access to geospatial products, to eligible public sector organisations.
 - 1.4.2 **OS OpenData** contract that makes a further 11 products available for free to all for any use.
- 1.5 The public sector requirements for geospatial data has changed over the last decade. Based on user research it is clear that the current arrangements are no longer fully meeting the needs of the public sector, and that a new progressive agreement is needed to ensure both the Crown asset and the public sectors' access to it remain world leading and support emerging

technologies. Further, geospatial data is becoming increasingly relevant to new private sector markets, from insurance to telecoms, as a way of gleaning insights to inform activities from infrastructure asset maintenance and investment to modelling consumer behaviour for marketing purposes.

- 1.6 The Customer is developing options for a new **Public Sector Geospatial Agreement (PSGA)**. One option is to more closely align Ordnance Survey's public task with the commercial contract that it has with government. This approach would cover the data that OS captures and then makes available to the public and private sector, as well as the data it makes available as open data. In addition it would formalise the national mapping capability that Ordnance Survey provides for government. This option also has the potential to offer the opportunity to move away from collated, fixed specification products to provision of the individual componentised building bricks of data. This would result in additional opportunities for the market, and enable OS to be more responsive to changing market demands for the Crown geospatial data. **The PSGA shall incorporate the existing OS OpenData requirement and new OS Open MasterMap programme outputs.**
- 1.7 In June 2018¹ the Prime Minister announced that Government, working with OS, would open up access to MasterMap data.
- 1.8 The study is expected to provide advice on the most appropriate methodology to conduct ongoing monitoring and advice on conducting early stage economic impact evaluation of the PSGA contract in 2022/23. In order to conduct the evaluation the Customer wants to ensure that the right mechanisms and data collection are in place from the outset.
- 1.9 The study is necessary to support the Customer's ability to effectively monitor and evaluate the PSGA contract. It shall also broaden the Customer's understanding of how to measure the economic value of geospatial data.
- 1.10 The Customer expects the Successful Supplier to have experience in advising on and conducting economic impact evaluations.
- 1.11 **Published literature:**
 - 1.11.1 Details of the current Public Sector Mapping Agreement can be found on Ordnance Survey's website.
<https://www.ordnancesurvey.co.uk/business-and-government/public-sector/mapping-agreements/public-sector-mapping-agreement.html>
 - 1.11.2 Background on OS Open MasterMap can be found here:
<https://www.ordnancesurvey.co.uk/business-and-government/products/open-mastermap.html>

¹ <https://www.gov.uk/government/publications/mastermap-announcement-narrative>

2. DEFINITIONS

Expression or Acronym	Definition
Geospatial Commission or "GC"	The Commission is an enduring, impartial entity that is responsible for setting the UK's geospatial strategy and promoting the best use of geospatial data to drive productivity, promote economic growth and improve the delivery of public services, while safeguarding considerations such as national security and intellectual property rights.
Geospatial data	Data about where people and objects are in relation to a particular geographic location.
Public Sector Geospatial Agreement (PSGA)	The Customer is developing options for a new Public Sector Geospatial Agreement (PSGA). One option is to more closely align Ordnance Survey's public task with the commercial contract that it has with Government. This approach would cover the data that OS captures and then makes available to the public and private sector, as well as the data it makes available as open data. In addition it would formalise the national mapping capability that Ordnance Survey provides for Government. . This option also has the potential to offer the opportunity to move away from collated, fixed specification products to provision of the individual componentised building bricks of data. This would result in additional opportunities for the market, and enable OS to be more responsive to changing market demands for the Crown geospatial data. The PSGA shall incorporate the existing OS OpenData requirement and new OS Open MasterMap programme outputs.
Public Sector Mapping Agreement (PSMA)	Public Sector Mapping Agreement (PSMA) is a 10 year agreement (01/04/2011 – 31/03/2021) providing the public sector with access to Ordnance Survey's (OS) most detailed geospatial data. It is a collective purchase agreement, which provides free at the point-of-use access to 10 OS products, including address data, to eligible public sector organisations to support the delivery of their core business/public task.

Ordnance Survey (OS)	Ordnance Survey is the national mapping agency for Great Britain. Since 1 April 2015 Ordnance Survey has operated as Ordnance Survey Ltd, a government-owned company, 100% in public ownership. The Ordnance Survey Board remains accountable to the Secretary of State for Business, Energy and Industrial Strategy.
OS OpenData	OS open data products (OS OpenData) are a set of free digital maps of Great Britain, available for anyone to use, for any purpose. Choose from 12 products.
OS Open MasterMap	<p>MasterMap is the definitive and authoritative source of detailed geographic data of Great Britain.</p> <p>Under the Open Government Licence (OGL), key parts of OS MasterMap are being made open. The remaining data shall be made freely available up to a threshold.</p>
OS Public Task	<p>Public task sets out Ordnance Survey's core role and functions in relation to the management of the Crown geospatial data</p> <p>https://www.ordnancesurvey.co.uk/about/governance/public-task.html</p>

3. SCOPE OF REQUIREMENT

- 3.1 **In overview, the Supplier is required to produce a report with advice on how to monitor the impact of the PSGA contract and advice on the most appropriate evaluation method, to enable an early impact evaluation to be conducted in 2022/23.**
- 3.2 The study shall need to answer the key research questions set out in Section 4.2 of this document, as well as undertake exercises that achieve the outputs set out in the Key Milestones and Deliverables table.
- 3.3 Note that these research questions are not exhaustive, and additional areas to cover may be added by both the Customer and the Supplier in relation to the evolution of the Contract during contract review meetings.
- 3.4 The overall scope of the Supplier's work is expected to reflect the following:

- 3.4.1 Holding initial meetings with the Customer and OS to understand policy aims and expected outputs and outcomes. **Initial work conducted by the Customer and OS shall be shared with the successful supplier.**
- 3.4.2 Conduct a rapid literature review and desk research to inform thinking around monitoring and evaluation approaches. In particular, how open data initiatives can be credibly evaluated.
- 3.4.3 Working with the Customer to finalise evaluation logic models. A logic model describes the causal pathways underlying the rationale for a policy. It does this by linking the intended outcomes (both short and long-term) with the policy inputs, activities, processes and theoretical assumptions.
- 3.4.4 Lead on the methodological proposals in order to answer the key research questions.
- 3.4.5 Develop responses to the key research questions.
- 3.4.6 Creation of a c.50 page report that gives advice on how to conduct effective ongoing monitoring and advice on how to conduct an early impact evaluation in 2022/23.
- 3.4.7 Conduct presentations and training to the Customer throughout the duration of the study, about the progress of the work and any new or novel techniques used.
- 3.5 The Supplier is not required to:
 - 3.5.1 Provide advice related to process evaluation.
- 3.6 The audience of the report created by the Supplier shall be UK government departments (Ministers and civil servants), leaders within both public and private sector geospatial organisations, academia, charity and local authority leaders and policy officers, and international governments. The Supplier should ensure the use of appropriate language in relation to the audience.

4. THE REQUIREMENT

- 4.1 The Supplier shall conduct a piece of research which advises the Customer on the most appropriate method to conduct ongoing monitoring of the PSGA contract. The research shall also provide advice on performing an early economic impact evaluation in 2022/23.
- 4.2 **A set of key research questions (below) has been produced to help guide suppliers in the requirements of the study.**
 - 4.2.1 **Key research questions**
 - 4.2.1.1 How can the initial work that the Customer has produced on identifying outputs and outcomes be improved?

- 4.2.1.2 What should an evaluation logic model look like for the PSGA contract?
 - 4.2.1.3 What data collection and mechanisms should be put in place by Ordnance Survey and the Customer to enable effective monitoring and evaluation?
 - 4.2.1.4 How can the Customer track what data users are doing with the geospatial data obtained via the PSGA, including open data elements such as Open MasterMap?
 - 4.2.1.5 What is the most appropriate methodology to estimate the economic impact of the PSGA in 2022/23?
 - 4.2.1.6 What is the most appropriate counterfactual to measure policy impact against?
 - 4.2.1.7 What is the baseline to measure change against?
 - 4.2.1.8 How can causality be established to determine which impacts are due to the PSGA contract?
 - 4.2.1.9 How can unintended consequences be monitored?
- 4.3 **There are also a number of exclusions/clarifications in the scope of the study which should be noted:**
- 4.3.1 The study should not provide advice related to process evaluation.
- 4.4 There are some documents that are internal to the Customer and not available online, and shall be provided to the chosen Supplier after Contract award.
- 4.5 **Potential research methods/approaches to achieve the requirement:**
- 4.6 The Customer is open to new research methods and approaches that shall achieve the stated deliverables. It is important that all methodologies and assumptions are shared with the team in the Customer managing this research project, to ensure any suggestions or concerns are reflected in the final approach.

5. KEY MILESTONES AND DELIVERABLES

- 5.1 The main output is expected to take the format of a report, to support the Customer's PSGA monitoring and evaluation strategy. Prior to the final report being delivered, a series of presentation outputs and building blocks to the final output are expected to be shared with the Customer.
- 5.2 An interim report is expected by the end of October 2019, in order to inform PSGA contract schedules. A final report is due by mid-December.
- 5.3 Further detail about the scope of milestones and deliverables is in the table below. This list is not exhaustive, and additional outputs may be added throughout the projects development in Contract Review meetings.

Milestone/D eliverable	Description	Timeframe or Delivery Date
1	Kick-off meeting	18 th October 2019
2	Further meetings with the Customer / OS to understand PSGA contract, activities planned, intended outputs and outcomes of contract	By end of October
3	Reviewed relevant literature and documents provided by the Customer	By mid-November
4	Interim report outlining general approach and finalised evaluation logic models	By mid-November
5	Progress presentation to the Customer	Mid- November
6	Draft Report	Late November*
7	Final Report	Mid December

5.3.1 *It is essential that the Draft Report is completed and delivered to the Customer by late November, this milestone cannot be pushed back.

6. MANAGEMENT INFORMATION/REPORTING

6.1 The Supplier shall give regular updates on progress through weekly progress review meetings by teleconference. The Supplier shall provide more detailed updates at key points in the Contract as outlined in the milestones in Section 7, either through Contract Review meetings or other discrete meetings as agreed with the Customer.

7. CONTINUOUS IMPROVEMENT

7.1 The Supplier shall be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

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

7.3 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.

8. QUALITY

8.1 The Supplier shall has sound processes for quality assurance of both quantitative and qualitative outputs in place. The Supplier shall outline their

internal procedures for assurance and quality control in reference to the research, including:

8.1.1 Procedures for working closely with the Customer;

8.1.2 The approach to report writing, ensuring deliverables meet key objectives;

8.1.3 Procedures for handling complaints.

8.2 The final report shall adhere to the Government Digital Service's report writing guidelines, which can be found here <https://www.gov.uk/guidance/content-design/writing-for-gov-uk>.

9. STAFF AND CUSTOMER SERVICE

9.1 The Supplier shall provide a sufficient level of resource throughout the duration of the study in order to consistently deliver a quality service.

9.2 The Supplier's staff assigned to the Customer market study shall have the relevant qualifications and experience to deliver the Contract to the required standard.

9.3 The Supplier shall ensure that staff understand the Customer's vision and objectives and shall provide excellent customer service to the Customer throughout the duration of the Contract.

10. SERVICE LEVELS AND PERFORMANCE

10.1 The Customer shall measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Delivery of project outputs	Project outputs delivered according to the timescales set out in the deliverables table in Section 7	100%
2	Quality Assurance	Project outputs to follow an approval process (with clear quality assurance steps) before submission, to assure suitability	100%
3	Response time	Responding to questions and queries from the Customer within 48 hours (Monday-Friday)	75%
4	Project Management	Weekly project review meetings by teleconference. The format and detail covered within these	100%

		updates is to be agreed at the project kick off meeting.	
--	--	--	--

- 10.2 Where the Supplier fails to provide the services described in this document 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 Contract Terms.
- 10.3 The Supplier is responsible for the performance of the Contract by any sub-contractors or other agents working on their behalf. The Supplier is to deal with any issues relating to any sub-contractors or other agents working on behalf of the Supplier, this however does not exclude sub-contractors or other agents working on behalf of the Supplier from attending any Contract Monitoring meeting or contributing to any report where it is appropriate for such sub-contractors or other agents to do so.
- 10.4 If any sub-contractors or other agents working on behalf of the Supplier are found unsuitable, for whatever reason, the Supplier is to engage with the relevant sub-contractors or other agents to broker a resolution.

11. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 11.1 When meetings are held at the Customer's location (**REDACTED**) the Supplier shall need to be escorted to/from meetings and around the building due to security restrictions.
- 11.2 The results/deliverables of the Contract should not be shared wider than the Supplier's project team without explicit approval from the Customer.
- 11.3 The resulting outputs shall be the intellectual property of the Customer. The analysis, and the interim and final reports, shall be the property of the Customer. The Supplier shall not disclose the report (either in part or in full) to any third parties prior to publication by the Customer, unless the Customer gives expressed written consent to do so.
- 11.4 All data security processes must be compliant with the General Data Protection Regulation (GDPR).

12. PAYMENT AND INVOICING

- 12.1 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 12.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 12.3 If the Supplier anticipates that a particular deliverable or product is likely to exceed the pre-agreed amount, advance notice should be given to the Customer contact. Further detail should then be provided on the reasons for

the increase in budget, and options for what can be delivered within the original amount. The Customer shall then decide on how to proceed.

- 12.4 Invoices should be submitted via email to: **REDACTED**

13. CONTRACT MANAGEMENT

- 13.1 Attendance at Contract Review meetings shall be at the Supplier's own expense. These are likely to be held monthly.
- 13.2 Progress reporting on the study should be given to the Customer weekly. The format and detail covered within these updates is to be agreed at the project kick off meeting.

14. LOCATION

- 14.1 The location of the Services shall be carried out at the Supplier's own offices for the majority of the time.
- 14.2 The Customer is based at **REDACTED**
- 14.3 The Supplier shall be expected to attend meetings at this location for contract reviews, and also progress checks as the research and analysis is being carried out.

ANNEX B

Supplier Proposal

REDACTED

ANNEX C

Price Schedule and Rate Card

REDACTED