

Letter of Appointment

**Contract Reference:** CCZZ20A32

Research Focus Groups and Polling

**LETTER OF APPOINTMENT**

* 1. **Letter of Appointment**

Hanbury Strategy and Communications Limited

REDACTED INFORMATION

Dear Sirs

**Letter of Appointment**

This letter of Appointment dated 10 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 following contract commencement |
| From: | Her Majesty’s Treasury  ("Customer") |
| To: | Hanbury Strategy and Communications Limited  ("Supplier") |

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| Effective Date: | 11 June 2020 |
| Expiry Date: | End date of Initial Period: 11 September 2020  End date of Maximum Extension Period - No extensions permitted.  Minimum written notice to Supplier in respect of extension: Not Applicable |

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| 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 INFORMATION  **Supplier:**  REDACTED INFORMATION |
| Guarantor(s) | Not Applicable |

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| Contract Charges (including any applicable discount(s), but excluding VAT): | A Maximum Contract Value of £68,000.00 for the provision of eight (8) weeks of Focus Groups and Polling as described in Annex A. REDACTED INFORMATION .  The further breakdown of the Contract Charges are detailed in Schedule 6 of the Contract Terms. |
| Insurance Requirements | The Supplier shall hold and maintain the following insurances in relation to the performance of its obligations under this Contract:  Public liability insurance to cover all risks in the performance of the Contract, with a minimum limit of one million pounds (£1,000,000.00) for each individual claim  Employers' liability insurance with a minimum limit of indemnity as required by Law  Professional indemnity insurance adequate to cover all risks in the performance of the Contract with a minimum limit of indemnity of one million pounds (£1,000,000.00) for each individual claim.  Product liability insurance cover all risks in the provision of Deliverables under the Contract, with a minimum limit of one million pounds (£1,000.000.00) for each individual claim. |
| Liability Requirements | **Suppliers limitation of Liability**  As per Clause 18.2.1 of the Contract Terms |
| Customer billing address for invoicing: | Supplier Invoices are to be submitted to:  REDACTED INFORMATION |

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| GDPR | The Parties acknowledge that for the purposes of the Data Protection Legislation, the Parties are Joint Controllers of the Personal Data under this Contract. This takes precedence over clause 29 of the Contract Terms. Any updates to the Schedule 7 (Processing, Personal Data and Data Subjects) will be agreed by the Parties following Contract Award. |
| Alternative and/or additional provisions | REDACTED INFORMATION  The Customer may, by giving no less than two (2) weeks’ written notice to the Supplier, terminate this Contract. This takes precedence over clause 23.1 and clause 23.5 of the Contract Terms. |

**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:

Signature: Signature:

Date: Date:

**Annex A**

**Customer Project Specification**

# Scope of Requirement

## The scope of the deliverables for this contract extend to:

## Qualitative Focus Groups:

#### Participant Recruitment, organisation and hosting of telephone, web-based and face-to-face Focus Groups, with two groups per week, to take place on a weekly basis, including organisation of venue facilities for face-to-face sessions where required.

#### Travel where required for face-to-face focus groups (subject to Government COVID-19 Social-Distancing Guidance) to locations across the United Kingdom.

#### Provision of qualitative data results to the Customer gathered from the Focus Groups.

#### Provision of in-depth reports to the Customer on the results of focus groups.

## Online (Web-based) Polling:

#### Participant Recruitment, organisation and running of once weekly online (web-based) polling questionnaires.

#### Provision of quantitative data results to the Customer gathered from the weekly polling.

## Out of Scope: The scope of the deliverables **excludes:**

### Provision of qualitative data relating to the polling activity;

### Polling methods other than the web-based format; telephone and face-to-face polling is excluded.

# The Requirement

## **Qualitative Focus Groups**

### The Supplier will undertake weekly focus groups to occur every week for an eight week period.

### The Customer requires the Supplier to hold two (2) focus groups per week.

### These focus groups will be held with participants from across the United Kingdom; this means, England, Wales, Scotland and Northern Ireland.

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### Due to the current restrictions in place due to COVID-19 these focus groups will need to take place remotely; this means by telephone and/or a web-based (online) platform initially. The Customer requires proposals to include provision for both online and face to face focus groups, should social-distancing restrictions be lifted during the term of the contract.

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### The Customer retains rights to any research findings or reporting conducted. Any reporting must not be shared further without express permission of the Customer.

## **Online (Web-based) Polling:**

### The Supplier will provide once-weekly web-based (online) quantitative Polling.

### The Supplier will manage Participant Recruitment and the organisation and running of the polling questionnaires.

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### All results will undergo quality control checks by the Supplier before delivery to the Customer, to ensure all data is completely and accurately transcribed without any inconsistencies between data points.

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# Key Milestones and Deliverables

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# Management Information/Reporting

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# Volumes

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# Continuous Improvement

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

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

## 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.

# Sustainability

## The Supplier should submit data results and reporting, invoices and all correspondence electronically wherever possible.

# Quality

## All data results and reporting will undergo quality control checks by the Supplier before delivery to the Customer, to ensure all data is completely and accurately transcribed without any inconsistencies between data points.

# Staff and Customer Service

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

# Service Levels and Performance

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

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# The Customer 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 Customer and the Supplier, to provide a full debrief and explanation as to why the Key Performance Indicator 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.

## However, the Customer reserves the right to terminate the Contract with immediate effect and without further payment in the following circumstances, should the Customer and Supplier not reach an agreed resolution at any performance review meeting:

### If the Supplier submits incomplete and/or inaccurate data results for two or more focus groups, when the Customer determines that the inaccuracy could have been detected through basic quality control checks.

### If the Supplier fails to deliver focus groups results within 5 working days of confirmation that fieldwork has begun for two or more groups.

# Security and Confidentiality Requirements

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# Payment and Invoicing

## The Customer will make payment to the Supplier after successful delivery of focus groups and online polling at the end of the eight-week period. Payment will be made within 30 days of receipt of a valid invoice containing a valid purchase order.

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

# Contract Management

## Contract Management will be carried out by the Customer in accordance with the Key Milestones and Key Performance Indicators (KPIs) set out in this Statement of Requirement, and in accordance with the Attachment 5b Contract Terms.

## Attendance at any Contract or Performance Review or meetings shall be at the Supplier’s own expense. These will take place either at REDACTED INFORMATION or via a telephone or video conference.

# Location

## Results will be delivered to the Customer electronically. Any face-to-face meetings required between the Supplier and Customer will take place at REDACTED INFORMATION or by teleconference.

## The Focus Groups will take place remotely (via telephone and/or online conference facilities) or at physical locations across the United Kingdom as instructed by the Customer. The Supplier will travel to such locations to undertake the focus groups where these take place as face-to-face sessions.

## In line with social distancing measures, during the COVID 19 pandemic situation, the Supplier is required to work remotely where ever possible and ensure that suitable provisions are made to allow their staff to work from home wherever practical.

## Where working from home is not a feasible option for staff, the Supplier shall ensure that social distancing measures are maintained in any used office environments.

## Where the Supplier, and any of its staff/representatives, are required to attend site (Government Office) all efforts will be made to adhere to the social distancing and safety recommendations.

**Annex B**

**Supplier Proposal**

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