



Crown
Commercial
Service

Letter of Appointment

Contract Reference: CCZZ20A50

Public Opinion Focus Groups and
Online Polling

DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: Letter of Appointment

Hanbury Strategy and Communications Limited

[REDACTED]

Dear [REDACTED]

Letter of Appointment - Contract Reference CCZZ20A50

This letter of Appointment dated 12 August 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:	[REDACTED]
From:	Her Majesty's Treasury ("Customer")
To:	Hanbury Strategy and Communications Limited ("Supplier")

Effective Date:	17 August 2020
Expiry Date:	End date of Initial Period: 10 December 2020 The Contract Term may be extended a further two (2) months if additional focus groups and surveys are required by the Customer. End date of Maximum Extension Period – 10 February 2021 Minimum written notice to Supplier in respect of extension: Fourteen (14) Calendar Days

Services required:	Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by: <ul style="list-style-type: none">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] Supplier: [REDACTED]
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Guarantor(s)	Not Applicable
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Contract Charges (including any applicable discount(s), but excluding VAT):	<p>As Per SCHEDULE 6 of the Contract Terms: The Initial Contract Term's Firm Charges for delivery of the Online Focus Groups and Online Polling are: £171,440.00 as detailed in Table A.</p> <p>Should the Customer instruct any Physical Focus Groups, Costs will be confirmed between the Parties, with reference to Table B.</p> <p>The Supplier's Day Rates will be firm as detailed in Table C.</p> <p>Invoicing and Payment will be [REDACTED]</p> <p>Payment will be made by the Customer within 30 days of receipt of a valid invoice containing a valid purchase order.</p> <p>Before payment can be considered, each invoice must include a detailed elemental breakdown of the work completed and the associated costs.</p>
Insurance Requirements	<p>The Supplier shall hold and maintain the following insurances in relation to the performance of its obligations under this Contract:</p> <p>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</p> <p>Employers' liability insurance with a minimum limit of indemnity as required by Law</p> <p>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.</p> <p>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.</p>
Liability Requirements	<p>Suppliers limitation of Liability</p> <p>As per Clause 18.2.1 of the Contract Terms;</p> <p>125% of the Contract Charges payable to the Supplier under this Contract.</p>
Customer billing address for invoicing:	<p>Invoices shall be submitted to:</p> <p>[REDACTED]</p>

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
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	clause 29 of the Contract Terms. Any required 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	<p>The terms of the SCHEDULE 8 Confidentiality Agreement will apply to this Contract.</p> <p>The Customer may, by giving no less than six (6) weeks' written notice to the Supplier, terminate this Contract. This takes precedence over clause 23.1 and clause 23.5 of the Contract Terms.</p>

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: 14 August 2020

Date: 17 August 2020

ANNEX A

Customer Project Specification

- 1.1 The scope of the deliverables for this contract extend to:
 - a) Qualitative Focus Groups:
 - 1.1.1 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.
 - 1.1.2 Travel where required for face-to-face focus groups (subject to Government COVID-19 Social-Distancing Guidance) to locations across the United Kingdom.
 - 1.1.2.1 Provision of qualitative data results to the Customer gathered from the Focus Groups.
 - b) Online (Web-based) Polling:
 - 1.1.1 Participant Recruitment, organisation and running of once weekly online (web-based) polling questionnaires.
 - 1.1.2 Provision of quantitative data results to the Customer gathered from the weekly polling.
- 1.2 Provision of combined in-depth reports to the Contracting Authority on the results of focus groups and online polling..
- 1.3 Out of Scope: The scope of the deliverables **excludes**:
 - 1.3.1 Provision of qualitative data relating to the polling activity;
 - 1.3.2 Polling methods other than the web-based format; telephone and face-to-face polling is excluded.

2. THE REQUIREMENT

2.1 Qualitative Focus Groups

- 2.1.1 The Customer requires the Supplier to hold two (2) focus groups per week.
- 2.1.2 These focus groups will be held with participants from across the United Kingdom; this means, England, Wales, Scotland and Northern Ireland.
- 2.1.3 Where possible, the focus group sessions will have facilities for **[REDACTED]** team to attend or view the focus group activity in an observational capacity.
- 2.1.4 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 provision for both online and face-to-face focus groups, should social-distancing restrictions be lifted during the term of the contract.
- 2.1.5 The Customer requires focus groups of a minimum size of four (4) participants per group, to a maximum number of twelve (12) participants per group.
- 2.1.6 The Supplier will recruit participants for all focus group sessions.

- 2.1.7 The Supplier will organise and host all focus group sessions for both online and face-to-face formats.
- 2.1.8 The Supplier will travel where required for face-to-face focus groups (subject to Government COVID-19 Social-Distancing Guidance) to locations across the United Kingdom.
- 2.1.9 The Customer will provide the Supplier with direction on the question schedules for the focus groups and the desired demographic breakdowns and locality.
- 2.1.10 The Supplier will make qualitative top line results available to the Customer in a short written report to be provided by email within twenty-four hours of the focus group taking place. The report is to include the main takeaways, themes and outputs from the focus groups.
- 2.1.11 The Customer retains rights to any research findings or reporting conducted. Any reporting must not be shared further without express permission of the Customer.

2.2 Online (web based) polling

- 2.2.1 The Supplier will provide once-weekly web-based (online) quantitative Polling.
- 2.2.2 The Supplier will manage Participant Recruitment and the organisation and running of the polling questionnaires.
- 2.2.3 The Customer will set the questions, which will be formed of 20-30 single choice, multiple choice and grid questions, to be agreed on a weekly basis between the Customer and the Supplier.
- 2.2.4 The Supplier will quality-assure and provide the Customer with the confirmed Polling question schedule within 24 hours of receiving the polling request.
- 2.2.5 The Supplier will commence the Polling activity within 24-hours of the Customer's final approval of the question schedule.
- 2.2.6 The Supplier will provide the Customer with the quantitative polling data results in excel format by email within 24-hours of the conclusion of each Polling activity.
- 2.2.7 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.
- 2.2.8 The Polling demographic requirements are:
 - 2.2.8.1 Between 1,500 to 2,500 sample size participants, nationally representative from across the United Kingdom (England, Wales, Scotland, Northern Ireland).
 - 2.2.8.2 Demographic breakdowns will include: age, gender, social grade, region, ethnicity, sexuality, children in household, employment status, disability status, rural/urban.

2.3 In-Depth Reporting Provision

- 2.3.1 The Supplier will provide an in-depth report, to be produced every 3 weeks, on the qualitative findings of the focus groups, combined with the online quantitative polling findings.

- 2.3.2 This means each report will be based on the findings of two weeks' worth of focus groups and online polling activity; for example, the Customer requires a report on all focus groups and online polling activity from weeks one and two by the end of week 3.
- 2.3.3 These reports will provide a summary of the findings from the focus groups and online polling and an analysis of the data for that period, and recommendations for future work.

3. KEY MILESTONES AND DELIVERABLES

3.1 The following Contract milestones and deliverables shall apply:

Milestone/Deliverable	Description	Timeframe
1	Initial call between the Supplier and the Customer to discuss the work to be carried out.	Within week 1 of Contract Commencement
2	Customer to provide the Supplier with a list of topics and questions for the first focus groups and polling exercise.	Within week 1 of Contract Commencement
3	Supplier to have carried out first two focus groups and the top line results to have been made available to the Customer.	Within week 2 of Contract Commencement
4	Supplier to have carried out the first polling exercise.	Within week 2 of Contract Commencement
5	Twice-weekly Focus Groups to take place, organised by the Supplier.	Every Week of the Contract Term, unless otherwise agreed by the Customer
6	Weekly Online Polling carried out by the Supplier.	Every Week of the Contract Term from Week 2, unless otherwise agreed by the Customer
7	Supplier's in-depth reports on the focus group and polling research findings including analysis	To be provided every three (3) weeks

4. MANAGEMENT INFORMATION/REPORTING

- 4.1 The Supplier will provide the Customer with the qualitative top-line results from each focus groups in writing within 24 hours of the focus group taking place.
- 4.2 The Supplier will provide an in-depth report to be produced every three (3) weeks on the qualitative findings of the focus groups and online polling as detailed under paragraph 2.3.
- 4.3 The Supplier will provide the quantitative data results of the weekly Polling in Microsoft Excel format.

4.4 The results for each Polling exercise will be provided to the Customer by email within 24-hours of the Polling exercise finishing.

4.5 All queries from the Customer to the Supplier must be acknowledged within one (1) working day.

5. VOLUMES

5.1 As per paragraph 2, the Supplier will hold two (2) focus groups per week, providing this for four months in total for the initial contract term.

5.2 As per paragraph 2, the Supplier will provide once-weekly web-based (online) Polling over a period of four months. Each polling exercise will have been conducted across a 1,500 to 2,500 participant sample size.

5.3 The required data table and reporting volume outputs are as described in paragraph 4.

5.4 The Customer will reserve the right to not instruct focus groups and online polling each week, and therefore volumes under this contract cannot be guaranteed. The Customer will reserve the right not to spend all of the Contract Price.

5.5 Should a contract extension period be required by the Customer, further focus group and online polling volumes will be agreed by the Parties using the Schedule 7 Contract Variation of the Contract Terms.

6. CONTINUOUS IMPROVEMENT

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

6.2 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.

7. SUSTAINABILITY

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

8. QUALITY

8.1 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.

9. PRICE

9.1 The Supplier will provide a firm price for the provision of the focus groups in both an online and face-to-face settings and for provision of the web-based online polling for the initial contract term. Prices will be applicable to all locations across the United Kingdom.

9.2 Due to COVID-19 social distancing measures during the ongoing COVID 19 pandemic situation, it is anticipated the Focus Groups will be carried out in an online or telephone environment. However, focus groups in physical locations are in-scope for this contract.

9.2.1 Travel and Subsistence for the Supplier's staff must be absorbed by the Supplier's Day Rates.

- 9.2.2 The Supplier must include all associated costs and expenses for running these focus groups in their price, including any applicable venue and participant cost considerations.
- 9.3 The Customer will reserve the right to not instruct focus groups and online polling each week, and therefore volumes under this contract cannot be guaranteed. The Customer will reserve the right not to spend all of the Contract Price.
- 9.4 Should a contract extension period be required by the Customer, additional further focus group and online polling volumes will be agreed by the Parties using the Schedule 7 Contract Variation of the Contract Terms.

10. STAFF AND CUSTOMER SERVICE

- 10.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 10.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 10.3 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.

11. SERVICE LEVELS AND PERFORMANCE

- 11.1 The Customer will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Delivery timescales - Focus Groups	All focus groups to be ready for fieldwork within 4 working days of the Customer's notification that it intends to initiate research.	100%
2	Delivery timescales - Focus Groups	Each focus group to take place within 5 working days of the question schedule being agreed between the Customer and Supplier.	100%
3	Delivery timescales - Focus Groups	All top-line results reporting to be available to the Customer by email within twenty-four hours of each focus group taking place.	100%
4	Delivery timescales - Reporting	In-depth report to be delivered by email on the research findings of the focus groups and online polling, including analysis, every 3 weeks.	100%
5	Delivery Timescales - Web-based (Online) Polling	The Supplier will quality-assure and provide the Customer with the confirmed Polling question schedule within 24 hours of receiving the polling request.	100%
6	Delivery Timescales - Web-based (Online) Polling	The Supplier will commence the Polling activity within 24-hours of the Customer's final approval of the question schedule.	100%
7	Delivery Timescales - Web-based (Online) Polling	The Supplier will provide the Customer with the Polling data results by email within 24-hours of the conclusion of each Polling activity.	100%
8	Quality Control	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.	100%
9	Correspondence	All queries from the Customer to the Supplier are to be acknowledged within 1 working day by email.	90%
10	Correspondence	The Supplier will fully answer and resolve queries from the Customer within 3 working days.	90%

- 11.2 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.

- 11.3 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.
- 11.4 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:
 - 11.4.1 If the Supplier submits incomplete and/or inaccurate data results for two or more focus groups or polls, when the Customer determines that the inaccuracy could have been detected through basic quality control checks.
 - 11.4.2 If the Supplier fails to deliver focus group or polling results within 5 working days of confirmation that fieldwork has begun for two or more groups.

12. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 12.1 The Supplier will also be subject to the Attachment 6 Confidentiality Agreement, which must be signed as part of any Contract Award, prior to Contract Commencement.
- 12.2 The Supplier must have appropriate IT, physical, personnel and procedural security measures in place to prevent any unauthorised access to, or leakage of, the data, and to prevent it being shared with any unauthorised third parties.
- 12.3 IT Security
 - 12.3.1 Any IT systems used by the Supplier to meet the Customer's requirement must comply with the minimum standards recommended in the National Cyber Security Centre's "Cyber Essentials". This can either be through the Supplier having a current and valid Cyber Essentials certificate awarded by one of the government approved Cyber Essentials accreditation bodies within the last 12 months, or by being able to explain in detail how they comply with the Cyber Essentials checklist, which can be found here: <https://www.cyberessentials.ncsc.gov.uk/advice/>.
 - 12.3.2 In supplying information of the IT Security measures they have in place, the Supplier must confirm whether any IT systems they would deploy to deliver any part of the contract would be subjected to periodic independent penetration testing and, if so, set out their policy in relation to both the frequency of such testing and in relation to applying remediation actions in response to any vulnerabilities identified in the penetration testing.
- 12.4 Physical Security
 - 12.4.1 The Supplier will have physical security measures in place in any data centres used to host the Customer's data and should confirm what those measures are.
- 12.5 Personnel Security
 - 12.5.1 In describing the personnel security measures they have in place, the Supplier must confirm their staff pre-employment checks are at least equivalent to the Government Baseline Personnel Security Standard.

- 12.6 The Supplier will comply with all data protection legislation including GDPR. For this contract, the Supplier and the Customer will be Joint Controllers of the data.
- 12.7 The Supplier must abide by all terms and conditions of the Contract including the requirement to not make any press announcements or to publicise the Contract in any way.
- 12.8 The Supplier is not permitted to disclose any data or findings outside of the project team involved in delivery of the Contract.

13. CONTRACT MANAGEMENT

- 13.1 Contract Management will be carried out by the Customer in accordance with the Key Milestones and Key Performance Indicators (KPIs) set out in this Annex A and in accordance with the Contract Terms.
- 13.2 Attendance at any Contract or Performance Review or meetings shall be at the Supplier's own expense. These will take place either at [REDACTED] or via a telephone or video conference.

14. LOCATION

- 14.1 Results will be delivered to the Customer electronically. Any face-to-face meetings required between the Supplier and Customer will take place at [REDACTED] or by video or teleconference.
- 14.2 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.
- 14.3 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.
- 14.4 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.
- 14.5 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

[REDACTED]