

DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: Letter of Appointment

Institut El Amouri

REDACTED

Dear **REDACTED**

Letter of Appointment

This letter of Appointment dated Wednesday 14th October 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:	To be provided by the Authority following Contract signature.
From:	The Cabinet Office ("Customer")
To:	Institut El Amouri

Effective Date:	Wednesday 14 th October 2020
Expiry Date:	End date of Contract Period: 13 th October 2021. There is an option to extend this contract by up to 1 year.

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:	REDACTED
Guarantor(s)	Not Applicable.

Contract Charges (including any applicable discount(s), but	£84,100.00
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excluding VAT inclusive of all expenses):	REDACTED
Contract Management	<p>The Customer shall be responsible for managing this contract in conjunction with the Supplier</p> <p>The Supplier will provide the customer with regular progress updates.</p>
Insurance Requirements	<p>Minimum Insurances required as per the DPS Agreement minim requirement for all Contracts ran under this DPS which are as below:</p> <p>The Supplier shall hold and maintain the following insurances in relation to the performance of its obligations under this DPS Agreement and any Contract:</p> <ul style="list-style-type: none"> • public liability insurance to cover all risks in the performance of this DPS Agreement and any Contract, with a minimum limit of one (£1,000,000.00) million 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 this DPS Agreement and any Contract with a minimum limit of indemnity of one (£1,000,000.00) million for each individual claim.
Liability Requirements	<p>Suppliers limitation of Liability (Clause 18.2 of the Contract Terms);</p> <p>As per Clause 18.2 of the Contract Terms.</p>
Customer billing address for invoicing:	<p>All invoices shall be sent to the following address:</p> <p>REDACTED</p>
Payment and Invoicing	<p>Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.</p> <p>Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.</p> <p>Payment will be made within 30 calendar days of a valid and a correctly submitted invoice being received.</p>

Alternative and/or additional provisions (including Schedule 8(Additional clauses)):	Not Applicable.
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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

Customer Project Specification – as advertised during the Procurement

1. PURPOSE

- 1.1 The Cabinet Office (Government Communications Service) requires the provision of research services to support the British Embassy communications programme in Tunisia.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The Government Communications Service (GCS) sits within Cabinet Office. As part of its work, GCS provides capability building training and expertise to British Embassy programmes abroad.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 GCS supports the British Embassy's Tunisia programme, providing training and capability to Government of Tunisia civil servants to upskill them in best practice communications skills.
- 3.2 The research required will support public communications programmes, ensuring targeted audiences are effectively engaged.

The Public Services (Social Value) Act 2012 requires us to consider, at the pre-procurement stage, how procurement could improve the social, economic and environmental well-being of the relevant area. As far as this requirement applies to overseas project endeavours, the procurement is necessary in order to support a programme of communications work aimed at ensuring target audiences are effectively engaged, thereby strengthening the relationship between citizens and the state.

4. DEFINITIONS

Expression or Acronym	Definition
Beneficiary	Government of Tunisia
Customer	Cabinet Office
Supplier	The appointed provider for research services

5. SCOPE OF REQUIREMENT

- 5.1 The British Embassy in Tunisia is seeking the provision of quality research services to support its communications projects. Audience insight and evaluation is needed to inform strategic government communications and to

ensure that future programmes effectively engage the target audiences. The Supplier will:

- 5.1.1 provide research analysis to the Customer.
- 5.1.2 collect detailed data and present it in a clear and structured way, which gives a cross-section of the population (for example gender, age, education level etc.) and include other relevant information such as the margin of error.
- 5.1.3 provide expert insight into the local conditions in Tunisia, such as social, political and cultural factors and trends, and explain the data findings within this context.

6. THE REQUIREMENT

- 6.1 The Customer undertakes government communications capability building and delivery of communications campaigns. This work is underpinned by public perception research on certain issues which relate to the campaigns. The Customer is therefore looking for a Supplier to support the identification and understanding of key target audiences through both qualitative and quantitative research.
- 6.2 The Supplier will conduct quantitative surveys, focus groups, produce data reports and provide expert advice to support these communications campaigns and other projects. The surveys and focus groups will be conducted before (pre-campaign insight) and after a campaign (post-campaign evaluation). The data will be used to create baselines and end lines that will measure the success of the communications campaigns. Research will also be commissioned on other ad hoc projects, based on public perceptions and attitudes.
- 6.3 The campaigns will be delivered at different times over the course of a financial year. There will be a minimum of four campaigns in 2020/21. The campaigns will run for different periods of time (typically around 6 weeks).
- 6.4 There are no guaranteed volumes as project work is sensitive to externalities and changes in the programme. At a minimum, we anticipate two surveys and two or three focus groups per campaign. [See clause 9]
- 6.5 Ad hoc research may be commissioned to support other projects throughout the year, such as an insight paper or stand-alone public perceptions report. This may or may not be linked to a campaign. Instances are likely to be few.
- 6.6 The contract will be for an initial one year term, with the option to extend at the Customer's request.
- 6.7 The Supplier will source the sample group and provide a breakdown of results of the audience demographic, including age, gender, occupation, region, income and education level (not an exhaustive list).
- 6.8 The preferred method of research will be in person interviews, although this may not be possible due to the COVID-19 pandemic or other circumstances. In this case other arrangements will be made, such as phone surveys and virtual

focus groups. This will be discussed and agreed between the Customer and Supplier.

- 6.9 The surveys and focus groups will be designed in collaboration with the Customer. The Supplier will provide expert advice in this regard.
- 6.10 The Supplier will be engaged by the Customer immediately upon completion of the contact.

7. KEY MILESTONES AND DELIVERABLES

7.1 The following Contract milestones/deliverables shall apply:

Milestone/ Deliverable	Description	Timeframe or Delivery Date
1	Project initiation meeting between Supplier and the Customer in person. Agreement reached for format of products.	Within week one (1) of Contract Award
2	Analysis, presentation, dataset and draft reports of project/campaign results sent to the Customer.	Within one week of survey/focus group completion
3	Commencement of Major Reforms campaign insight and evaluation	August/September 2020 (Exact date to be agreed)
4	Commencement of Entrepreneurship campaign insight and evaluation	December 2020 (Exact date to be agreed)
5	Commencement of Education campaign insight and evaluation	November 2020 (Exact date to be agreed)
6	Commencement of Climate Change insight research	August/September 2020 (Exact date to be agreed)
7	Commencement of Climate Change campaign insight and evaluation	December 2020 (Exact date to be agreed)
8	Public health communications campaign	To be determined

8. MANAGEMENT INFORMATION/REPORTING

- 8.1 The Customer will be the lead contact for management of this relationship and the organisation the Supplier will report to.
- 8.2 The Supplier will produce reports linked to the commissioned research, sent to the Customer within the specified time frames, explaining the data and methodology, adding contextual analysis and expert opinion.

- 8.3 The Supplier will agree to meet with the Customer (virtually or in person) to discuss the requirements for particular projects as and when required. The Supplier may also be required to attend meetings with the Beneficiary.

9. VOLUMES

- 9.1 There are no guaranteed volumes as project work is sensitive to externalities and changes in the programme. At a minimum, we anticipate two surveys and two or three focus groups per campaign (for an expected minimum of four campaigns). We expect to run one stand-alone project in 2020/21. This is a call off contract and as such the Customer cannot guarantee volumes of work.

10. CONTINUOUS IMPROVEMENT

- 10.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 10.2 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.

11. QUALITY

- 11.1 The Supplier's work must meet Tunisian industry quality and ethical standards. The Supplier will explain to the Customer what procedures they have in place in this regard and in addition their processes for quality assurance and control.
- 11.2 The Supplier's staff will have appropriate Tunisian industry-recognised qualifications.

12. PRICE

- 12.1 The Supplier will invoice the Customer for each piece of work commissioned under the contract, on a project-by-project basis.
- 12.2 The research costs provided should include the following information:
- 12.2.1 Staff costs – day rates for each of the project team members and the number of days staff are allocated to each project task.
 - 12.2.2 Costs by project component – such as research design, fieldwork and reporting.

13. STAFF AND CUSTOMER SERVICE

- 13.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 13.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 13.3 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.

14. SERVICE LEVELS AND PERFORMANCE

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

KPI/SLA	Service Area	KPI/SLA description	Target
1	Project Management	The Supplier's project manager will update the Customer at least once a week with progress update during the period of commissioned work.	100%
2	Quantitative Fieldwork (Surveys/Polling)	<p>The Supplier shall achieve the target number of respondents delivered to agreed deadlines.</p> <p>The Supplier shall take all reasonable steps to:</p> <ul style="list-style-type: none"> Ensure that the required number of respondents (at an overall level and for agreed subgroups) is achieved. <p>The Supplier shall maximise response as outlined in their proposal, and review with the Customer as appropriate throughout fieldwork</p>	100%
3	Qualitative Fieldwork (Focus Groups)	<p>The Supplier shall achieve the target number of respondents delivered to agreed deadlines.</p> <p>The Supplier shall take all reasonable steps to:</p> <ul style="list-style-type: none"> Ensure that the required number of respondents (at an overall level and for agreed subgroups) is achieved. <p>The Supplier shall maximise response as outlined in their proposal, and review with the Customer as appropriate throughout fieldwork</p>	
4	Reporting	The Supplier shall deliver the outputs described in section 8	100%
5	Managing complaints	All complaints to be handled and resolved within forty-eight (48) hours	100%

14.2 For the purposes of Contract monitoring, representatives of the Supplier will routinely report to the Contract Manager on the performance of the Contract.

- 14.3 Where the Customer identifies poor performance against the pre-agreed KPIs, the Supplier shall be required to attend a performance review meeting. The performance review meeting shall be at an agreed time no later than 2 working days from the date of notification, by video link.
- 14.4 The Supplier shall be required to provide a full incident report which describes the issues and identifies the causes. The Supplier will also be required to prepare a full and robust 'Service Improvement Action Plan' which sets out its proposals to remedy the service failure. The Service Improvement Plan shall be subject to amendment following the performance review meeting and agreed by both parties prior to implementation.
- 14.5 The Customer will work with the Supplier to resolve service failure issues. However, it will remain the Supplier's sole responsibility to resolve any service failure issues.
- 14.6 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.
- 14.7 The Supplier is responsible for the performance of the Contract by any subcontractors 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.
- 14.8 If any subcontractors or other agents working on behalf of the Supplier are found unsuitable, for whatever reason, the Supplier will engage with the relevant sub- contractors or other agents to broker a resolution.

15. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 15.1 The Supplier must not disclose the content and implementation of the project or sensitive information, which is exchanged between the parties to a third party (persons or organisations) without the written consent of the Customer. The principle of confidentiality shall continue even after the tender process or termination of the contract.
- 15.2 The Supplier must sign Attachment 6 – Non Disclosure Agreement associated with this requirement.
- 15.3 The Supplier will comply with any GDPR requirements where relevant.

16. PAYMENT AND INVOICING

- 16.1 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 16.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 16.3 Invoices should be submitted to:
REDACTED

17. CONTRACT MANAGEMENT

- 17.1 Attendance at Contract Review meetings shall be at the Supplier's own expense.

18. LOCATION

- 18.1 The location of the Services will be carried out at the Supplier's premises in Tunis, Tunisia or other sites as necessary.

ANNEX B

Supplier Proposal

The following Supplier's Proposal states how the Supplier will deliver these services as detailed within "Annex A – Customer Project Specification" on behalf of the Customer for the full duration of this contractual requirement:

REDACTED