

DPS SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: Letter of Appointment

Market & Opinion Research International Ltd

REDACTED

Attn: REDACTED

Dear REDACTED

Letter of Appointment

This letter of Appointment is issued in accordance with the provisions of the DPS Agreement RM6018 between CCS and the Supplier dated 16/02/18.

Capitalised terms and expressions used in this letter have the same meanings as in the Contract Terms unless the context otherwise requires.

Order Number:	CCSN18A18
From:	Cabinet Office ("Customer")
To:	Market & Opinion Research International Ltd ("Supplier")

Effective Date:	07/02/19
Expiry Date:	End date of Initial Period 31/08/20 REDACTED

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:	
[Guarantor(s)]	N/A

Contract Charges (including any applicable discount(s), but	Day Rates: REDACTED
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excluding VAT):	<p>Capped Costs: REDACTED</p> <p>The maximum contract value including any extensions (ex VAT) is £816,850.00.</p> <p>PAYMENT REDACTED</p>
Insurance Requirements	Please refer to Framework RM6018 Research Marketplace Dynamic Purchasing System terms and conditions.
Customer billing address for invoicing:	<p>Electronic invoicing - this is the preferred method of invoicing for the Customer. Please send all electronic invoices to our shared service provider at REDACTED</p> <p>Manual invoicing - please send these to: REDACTED</p> <p>Cabinet Office purchase order numbers must be clearly stated on all invoices.</p>

Alternative and/or additional provisions (including Schedule 6 (Additional clauses)):	N/A
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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:

Name and Title: REDACTED

For and on behalf of the Customer:

Name and Title: REDACTED

Signature:

Date:

Signature:

Date:

ANNEX A

Customer Project Specification

Issued on 21/12/2018, an extract of which can be seen below.

1. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

Specifically, the Customer expects this research to enable further understanding of:

The bonds between nations: public attitudes towards the social, cultural and economic bonds between the UK nations that drive a broader perception of the value of being part of the United Kingdom.

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How perceptions towards the bonds relate to other attitudes: including attitudes towards specific policy areas and issues that matter most to people.

2. DEFINITIONS

Expression or Acronym	Definition
The Authority / Customer	means Cabinet Office
Agent	Crown Commercial Service
Potential Bidder	means those submitting a bid to deliver this Contract
Supplier	means the successful bidder in winning this Contract
REDACTED	
REDACTED	
Devolution	refers to the powers which have been passed from the UK Parliament to institutions in Scotland, Wales and Northern Ireland
Devolved Administrations	refers to the devolved government or executive in Scotland, Wales and Northern Ireland
Variable Question	refers to additional questions, beyond those established by previous research, in the quantitative research

3. SCOPE OF REQUIREMENT

RESEARCH QUESTIONS & INTEREST AREAS

The research is required to address the following questions, and understand how responses to these may have changed over time:

What are public perceptions of the economic, social and cultural bonds between the UK nations? What is driving these perceptions?

How can the social, economic and cultural bonds between the nations be articulated in a way that people can relate to?

How do public perceptions of the social, cultural and economic bonds between nations interact with their perceptions of policy areas?

Previous research has established 14 questions that were used to understand public attitudes towards the social, cultural and economic bonds between the UK Nations that drive a broader perception of the value of being part of the United Kingdom. The Customer would like to continue to use these questions to understand how attitudes have changed over time.

In addition, the Customer has identified interest areas that they would like to understand alongside the broader social, economic and cultural factors. These include, but are not limited to, people's perceptions of particular policy areas and outcomes, and devolution. The Customer expects these interest areas to vary for each nation.

It would be necessary to be able to gauge strength of feeling across these interest areas, their relative importance to each other, and if/how they drive an overall perception of the United Kingdom across the nations.

CORE REQUIREMENTS

The research will be delivered by use of a mixed methods approach, using both quantitative and qualitative methods, with the qualitative research being used to supplement the quantitative research. Potential Bidders shall outline both quantitative and qualitative methods to address the requirement.

The Supplier shall deliver the following:

Conduct fieldwork and analysis - The Supplier shall conduct research to address the main research questions and areas of interest.

Headline findings - Headline findings should be provided to the Customer by 03/05/19 in the format of a 2 page summary.

Final reports - The final reports should be provided by 23/05/19 in the format of a full report up to 15 pages (this will include a 1 page executive summary); plus a technical report, and a supporting slide pack.

Data outputs - Data should be provided to the Customer two weeks after the end of fieldwork, according to the specifications in section 6. Any handling of data should be in accordance with the General Data Protection Regulation 2016/679 and any linked to replacement legislation.

Weekly updates - The Supplier is required to update the Customer weekly, on the progress of the research, in the standardised form provided by the Customer. The Supplier will be expected to discuss progress during a weekly call.

Risk management - The Supplier will be required to continually assess and manage risks, and be prepared to adjust the scope of the project at the Customer's discretion. The Supplier will need to be prepared to provide a project plan and risk register.

Data protection and privacy - The Customer requires the Supplier to comply with the conditions of the framework, and adhere to the requirements of the General Data Protection Regulation 2016/679 and any linked or replacement legislation.

4. THE REQUIREMENT

The Supplier is to implement all objectives and processes listed in their approaches once agreed and signed, if requested by the Customer.

Approach and Research Design

Review and finalise the survey questions

The Supplier will be expected to review and offer feedback on the 14 questions that are to be included in the survey.

The Customer expects the Supplier to take a lead role in shaping the content and wording of the variable questions and response options, and the Supplier will be open to making modifications and adding questions where appropriate. The Supplier should review existing evidence and scales (including from the international perspective) to determine if these could be modified and adapted for this commission.

The Customer will take the final decision on the questions that are put to respondents.

Determine the qualitative method design

The Customer expects the Supplier to take a lead role in shaping the content and wording of qualitative tools, and will be open to making modifications where appropriate.

The Supplier must work with the Customer to develop any materials that will be put to respondents during the fieldwork period.

The Customer will take the final decision on the materials that are put to respondents in qualitative methods.

Determine the quantitative sampling approach and size:

The requirement is for a robust sample which is representative of attitudes within the UK nations, and individually within the nations, and that will enable any nuances between the experiences of different sub-groups to be drawn out.

The Customer will have final say over what approach they wish to commission.

Conducting fieldwork

When conducting fieldwork, the Supplier should conform to guidelines for research set out in the Crown Commercial RM6018 Research Marketplace Dynamic Purchasing System.

The Supplier will be expected to undertake translations of any research tools into Welsh, Irish or Scots Gaelic.

Timing - The Supplier is expected to conduct any fieldwork between month 1-2 of awarding of the contract. The fieldwork must be completed in time for the Supplier to submit final reports by 23/05/19.

Analyse results and produce report

Headline findings:

These headline findings should be provided to the Customer by 03/05/19.

Data and headlines should be fully quality assured before being submitted to the Customer. To note that the Customer may wish to view anonymised responses to open questions, and the Supplier should support this activity where requested.

It is anticipated that the Supplier will hold informal discussions with the Customer on the headline findings within 2 working days of providing the headline findings. This will be to aid understanding of findings, clarify the scope and focus of analysis, and ensure that policy questions of interest are covered where possible. It is anticipated that these discussions will form part of the project management meetings with the Customer (as outlined in section 6.4), therefore no further costs should be allocated for such discussions.

Style - All such reporting (including annexes) should be in a format and style that is accessible to a range of audiences including those from a non-research background. It should pay particular regard to explaining findings in an understandable manner, avoiding technical jargon where possible.

Format - The headline findings report should be sent to the Customer electronically in Microsoft Word format.

Final report(s):

The Supplier is required to produce a final report by 23/05/19 (which may be published by the Customer).

The final report should include:

- A full report, up to 15 pages, with 1 page executive summary

- Headline findings and a clear, non-technical, note on methodology

- A technical report detailing sample design; development work; how the fieldwork was conducted; quality control and issues which arose during fieldwork phase; procedures for coding, editing and data preparation; and whether there were any external factors that could have impacted attitudes during the time of fieldwork

- Supporting slide deck of visualised data

Style - All such reporting (including annexes) should be in a format and style that is accessible to a range of audiences including those from a non-research background. It should pay particular regard to explaining findings in an understandable manner, avoiding technical jargon where possible.

Format - The final reports should be sent to the Customer electronically in Microsoft Word format, and in Microsoft Powerpoint format.

The Customer is open to innovative and/or alternative ways of presenting the findings.

The reports should be sent to the Customer for final approval and for discussion. A draft of the final report must be submitted by 10/05/19. The Customer may provide feedback or queries on the final report, which the Supplier must address within 5 working days.

The Customer requires that near final drafts be fully proof read and signed-off by the Supplier to enable complete and efficient sign-off.

The final reports may use the Supplier's own house style, and must be submitted to the Customer by 23/05/19.

Data tables:

The Supplier should provide both unweighted and weighted data tables according to specifications outlined by the Customer within two weeks of end of fieldwork for use for internal analysis.

All data tables should be provided to the Customer in pdf, xls and SPSS format.

Full datasets:

The Supplier should provide full anonymised datasets to the Customer within two weeks of end of fieldwork for use for internal analysis. This includes responses to any open questions, should these be requested by the Customer. Supporting documentation should be provided to facilitate this process.

The data files should be submitted to the Customer in SPSS format, xls format and should include weighting factors.

Core requirements for Data Protection:

These reports and all related outputs, survey materials and data remain the intellectual property of the Customer. Decisions regarding the timings, format and any publication of reports will be taken by the Customer.

Any data sets or files containing data which could be directly attributed to an identifiable research participant or group of participants must be treated with particular care and should only be sent to the Customer after being encrypted using a technique acceptable to both parties e.g. PGP. The password / passphrase required to decrypt the file content should be sent by the Supplier to a named contact within the Customer by means of letter, text (SMS) or phone call. The use of email to communicate passwords and passphrases is not permitted.

The Supplier should comply with the conditions of the General Data Protection Regulation 2016/679 and any linked to replacement legislation. The Supplier should have robust processes in place to deal with data security issues, including the transmission and storage of research data. Risk management plans should include plans for data handling and planning against any data loss.

Upon completion of the contract, the Customer will take the final decision about the full transfer and removal of data from the Supplier's systems. The Customer will have final decision over whether all data will be transferred to the Customer.

The Customer requires the Supplier to have ethical review procedures and guidelines in place before collecting data from research participants. The Supplier should also outline how they intend to obtain consent from research participants and what personal data (if any) will be collected.

If the Supplier uses any form of survey software, tool or online service and collects personal data, then the Privacy Policy of the Supplier shall make it clear to research participants what personal data is being collected, what it will be used for, where it will be held in the United Kingdom and who will have responsibility as Data Controller and Data Processor of the data.

The Supplier and any third parties providing it with services such as data hosting, survey activity or software tools should hold ISO 27001:2013 certification or be in a position to achieve such certification within an agreed timeframe, to be discussed post award, and be willing to undergo an Information Assurance assessment by the Government Digital Service (GDS).

Project management reporting

As part of the management of the evaluation the Supplier will be required to produce and submit the following management information to the Customer:

Brief weekly progress updates - to update on progress towards milestones and management of risks arising. The Customer will provide a template format for these reports and the Supplier should submit the report in advance of the progress meeting.

Weekly Fieldwork updates - to outline response rates and progress towards targets.

Brief weekly progress and fieldwork updates - It is expected that project leads for the Customer and Supplier, plus additional team members as required, will hold weekly teleconferences so that the Supplier can report on the progress of the project. Once fieldwork starts, these updates should also include fieldwork updates. Costs for such updates must be included in the core contract price.

It is expected that project leads for the Customer and Supplier, plus additional team members as required meet at key points (to be agreed between the Customer and Supplier) in person to discuss the progress of the evaluation (such as the initial project set-up meeting). It is expected that ongoing meetings will take place at the start of the contract, once a week for the duration of the contract, and at the close of the project if necessary. Weekly meetings will take place on a teleconference line supplied by the Customer, or at the offices of the Customer unless otherwise specified. Attendance at such meetings must be included in the core contract price.

Risk management

The Supplier will be required to implement a structured approach to risk management, outlining the key risks identified and how these will be managed.

The Supplier will be required to outline its understanding of perceived risks to the project, to continually assess management risks, and be prepared to adjust the scope of the project at the Customer's discretion.

As part of the weekly progress reports outlined above the Supplier should report on performance against relevant milestones and include an update on risks identified and how these will be managed.

The Customer will assess performance based on these reports and will require additional meetings with the Supplier if milestones are not met, either in terms of timings or quality.

The Supplier is responsible for the performance of the Contract by any sub-contractors or other agents working on behalf of the Supplier. 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.

If any sub-contractors or other agents working on behalf of the Supplier are found unsuitable, for whatever reason, the Supplier shall engage with all parties to broker a solution.

The Supplier should outline its understanding of perceived risks to the security of the data it holds together with the approach it takes to the management of such risks. The Supplier must also be prepared to satisfy the Government Digital Service (GDS) that risks have been identified, recorded and treated appropriately.

As part of the weekly progress reports outlined above the Supplier should report on performance against relevant milestones and include an update on risks identified and how these will be managed.

The Customer will assess performance based on these reports and will require additional meetings with the Supplier if milestones are not met, either in terms of timings or quality.

In their response, the Supplier should outline their process in relation to data security and protection including their practices for securely storing data and deleting datasets, and any risk management practices that are in place.

If the Customer decides to terminate the contract early due to poor performance then the Customer will require the Supplier to conduct a handover with the Customer in order for the project to be passed on to the new Supplier. The Supplier must also provide the Customer with all survey results to date and the Supplier will be required to dispense with all survey results held on their internal systems.

Poor performance

Where the Customer identifies poor performance against the 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 10 working days from the date of notification at the Customer's premises.

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.

The Customer agrees to work with the Supplier to resolve service failure issues. However, it will remain the Supplier's sole responsibility to resolve any service failure issues.

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 in the Terms and Conditions.

5. KEY MILESTONES

The Supplier shall be available to start work immediately on award of contract.

The Supplier should be available for weekly updates with the Customer at a time set by the Customer, in consultation with the Supplier.

All work including the final report must be delivered by 23rd May 2019.

The Supplier should note the following project milestones that the Customer will measure the quality of delivery against:

Milestone	Description	Timeframe or Delivery Date
1	Award Contract	05/02/19
2	Meet with Customer to finalise research questions and approach	Within week 3 of Contract Award (19/02/19)
3	Complete Fieldwork	01/03/19-30/04/19
4	Headline findings and data to Customer	03/05/19
5	Produce draft final report	10/05/19
6	Respond to Customer review and finalise report	23/05/19
7	Project Close	24/05/19
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The Customer reserves the right to terminate the Contract in-line with the Terms and Conditions of the RM6018 Research Marketplace Dynamic Purchasing System, should there be a change in Government policy.

6. CUSTOMER'S RESPONSIBILITIES

Project Lead - The Customer will assign a project lead who will act as the point of contact for the duration of the Contract.

Reviewing - The Customer will review in the agreed timeframe and within 5 working days as to not to delay the completion of the final report.

Payment - The Customer will make payment within 30 days after the receipt of all goods and a valid invoice.

7. VOLUMES

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With regards to the deliverables of this Contract, the Supplier shall provide:

Output	Volume
Data tables	One (1) set of Excel data tables (SPSS and PDF copies) shall be provided
CSV data file (compatible with SPSS)	One (1) CSV data file shall be provided
Two page summary of headline findings	One (1) headline summary report shall be provided
Final report	A full report up to 15 pages with one (1) page executive summary; headline findings and a clear, non-technical, note on methodology; a technical report; and support slide deck of visualised data shall be provided
Teleconference calls to discuss findings	Two (2) teleconference calls will be provided to review and discuss findings
Kick off meeting	One (1) inception meeting shall be provided for requirement
Weekly progress calls	One (1) a week for the project lifespan shall be provided. To be carried out as a Teleconference.
Weekly progress reports	One (1) a week for the project lifespan shall be provided, one day before the weekly progress call.

8. 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 weekly 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.

9. STAFF AND CUSTOMER SERVICE

The Customer requires the Supplier to provide a sufficient level of resource throughout the duration of the UK Perspectives Contract in order to consistently deliver a quality service to all Parties.

The Supplier's staff assigned to the UK Perspectives shall have the relevant qualifications and experience to deliver the Contract.

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.

10. SERVICE LEVELS AND PERFORMANCE

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

REDACTED

Where the Supplier fails to meet the KPIs stipulated in relation to this requirement the Customer shall follow the poor performance measures of the Contract in accordance with the procedures set out in the Terms and Conditions.

11. SECURITY AND CONFIDENTIALITY REQUIREMENTS

The Supplier is required to implement appropriate arrangements for data security at all times, particularly relating to the transmission and storage of personal data. Such procedures must meet the standards outlined in the framework terms and conditions, and the General Data Protection Regulation 2016/679 and any linked to replacement legislation.

Processes should be in place for data being returned by any interviewers and safeguarding against data loss, including appropriate risk management procedures.

The Customer expects all staff that handle personal data or conduct research with research participants to have been subject to a Baseline Personnel Security Standard (BPSS) check during recruitment or as a minimum, to meet all UK employment legal requirements supplemented by a Data Barring Service (DBS) Basic check.

The Supplier is required to provide the Customer with an accurate and regularly updated list of all individuals working on its behalf who have access to the data, their level of access and confirmation that BPSS and/or DBS has been undertaken.

12. INTELLECTUAL PROPERTY RIGHTS (IPR)

The Supplier acknowledges that the Customer retains ownership of Customer Materials and all Intellectual Property Rights in them. This includes any modifications or adaptations of Customer Materials produced by the Supplier in the course of delivering the Project. This is in line with the Terms and Conditions of the Crown Commercial RM6018 Research Marketplace Dynamic Purchasing System, as will all matters relating to IPR.

13. CONTRACT MANAGEMENT

Contract Management will be carried out between the Customer and the Supplier.

14. LOCATION

Weekly updates will take place over a teleconference line as supplied by the Customer unless otherwise specified. Any other meetings required will be conducted at the offices of the Customer, unless otherwise specified, who's address is REDACTED.

ANNEX B

Supplier Proposal

The Services will be provided in line with the Supplier's original tender response of 28/09/18, an extract of which is below:

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