

Commissioning Letter

IFF Research 5th Floor St Magnus House 3 Lower Thames Street EC3R 6HD

29th January 2025

Dear Sir/Madam,

RE: PS22407 – Research Collaboration Network Framework for - Cost of Business Compliance Study reference number PR_4554

Thank you for your response to the Specification for the above Commission by Department for Business and Trade (the Contracting Authority) through PS22407 – Research Collaboration Network Framework dated 11/12/2024.

Contracting Parties

This Call-Off Contract is between

- (1) Department for Business and Trade; and
- (2) IFF Research (under the Framework Agreement).
- Annexes: A. Mini-Competition Tender dated 21/11/24
 - B. Cost of Business Compliance Specification
 - C. Suppliers Mini-Competition Response 11/12/2024
 - D. Schedule of Processing, Personal Data and Data Subjects

Department for Business and Trade accepts your Mini-Competition Response (Annex C), submitted in response to our Mini-Competition Tender (Annex A).

Terms and Conditions

The Terms and Conditions applicable to this contract are those set out in PS22407 – S3 – Services Purchasing Contact to the Framework, including the following Special Clauses;

Special Clause 1 – Break Clause on 31st March 2025: Work will pause at the end of the financial year. Continuation of the contract will be subject to approval of budgets for the next financial year and satisfactory performance by the contractor.

Special Clause 2 - Break Clause following conclusion of Phase 1. OPSS to confirm satisfaction with Phase 1 delivery before contractor proceeds to Phase 2.

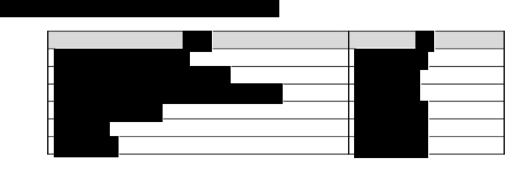
Special Clause 3 - Optional 2-month contract extension to be enacted at the sole discretion of the Contract Authority.

Special Clause 4 - Security breach. The Supplier shall notify the Buyer upon becoming aware of any Breach of Security or any potential or attempted Breach of Security, the Supplier shall:

- immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
- minimise the extent of actual or potential harm caused by any Breach of Security
- remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security; and
- prevent an equivalent breach in the future exploiting the same cause failure.

Contract Price

The agreed total charges are £ 164,923.29 exclusive of VAT



As stipulated in the Specification, the Supplier may request an alternative Invoice payment model subject to the approval of the Buyer. The Supplier requested the following Invoice payment milestones;



These milestones will be agreed and assigned target delivery dates during the Contract implementation. Payments are conditional on the Supplier meeting milestones to the satisfaction of OPSS.

All invoices should be sent to:

The Department for Business and Trade c/o UK SBS, Queensway House West Precinct Billingham TS23 2NF ap@uksbs.co.uk 03332079122

Your invoice(s) for this work must include the following information: Commission number: CR_4811

You are reminded that any Intellectual Property Rights provided in order to perform the Services will remain the property of the Contracting Authority.

Project Milestones

Services Commencement Date is 3rd February 2025

The 6-month Completion date is 4th August 2025

With the Optional 2-month extension up to 3rd October 2025

The indicative project delivery dates for the following Contract milestones shall apply (however these are subject to change during the implementation of the contract);

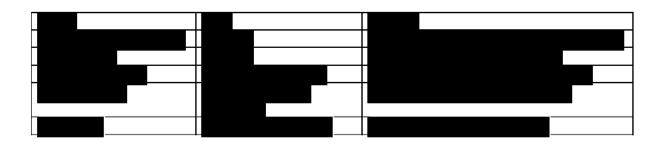
Milestone	Timeframe/ Delivery Date	
OPSS Project Kick off Meeting	3 rd February 2025	

Phase One start	3 rd February 2025	
Phase One end	28 th March 2025	
OPSS to review reporting	31 st March - 11 th April 2025	
Phase Two start	14 th April 2025	
Phase Two End	4 th August 2025	

The Contract may be terminated for convenience by giving 30 days notice in accordance with clause A3-8 of the PS22407 - S3 - Services Purchasing Contract.

Where GDPR applies, The Supplier shall only process in accordance with the instructions as advised in Annex D and comply with any further written instructions with respect to processing by the Contracting Authority.

The Authorised Representative for this Commission will be who can be contacted at



Contract Monitoring

The Supplier will review contractual compliance regularly, performance, and progress to ensure everything is on track; including progress against milestones, to ensure that they adhere to its terms and conditions.

To ensure smooth delivery of the research tasks, as well as to meet the key milestones, the following measures will be introduced:

- Phase 1 kick off meeting
- Phase 2 kick off meeting
- Fortnightly contract review meetings
- Ongoing evaluation of the project risks

Formal meetings with OPSS are envisaged on reaching each milestone, preferably virtual, although this could be face to face if requested.

Congratulations on your success in being selected to undertake this Commission.



BY SIGNING AND RETURNING THIS COMMISSIONING LETTER THE SERVICE PROVIDER AGREES to enter a legally binding contract with the Customer to provide to the Customer the Services specified in this Commissioning Letter and Annexes incorporating the rights and obligations in the Call-off Terms and Conditions set out in the Framework Agreement.



Annex A – Mini-Competition Tender

Research Collaboration Network Framework Mini-Competition

Research to quantify the current costs of Business Compliance with OPSS regulations

Lot 3

Framework Details

Title:	Research Collaboration Network Framework
Reference:	PS22407
Framework End	31 st August 2025
Date:	

Mini-Competition Contract Details

Call-Off Contract Reference:	TBC
Call-Off Title:	Research to quantify the current costs of Business
	Compliance with OPSS regulations
Date of Issue:	21 st November 2024
Date of Return:	12 th December 1pm GMT
Any questions or	Clarification questions must be received through the
correspondence regarding this	Jaggaer eSourcing Portal by 1pm GMT on 28 th
Mini-Competition request	November 2024. DBT will respond to these questions
should be directed to:	as soon as reasonably practicable and no later than
	02/12/2024.
Call-Off Contract Start Date:	6 th January 2025 (Anticipated)
Call-Off Contract End Date:	7 th July 2025 (or 8th September if extension enacted)
Lot:	3 – Analytical

Department for Business and Trade invites you to submit a Mini-Competition response for the services as outlined below.

1. Specification

Please see below full details of our requirement:

Please refer to 'Annex A- Cost of Business Compliance Specification'

2. Special Clause(s)

Where special contract clauses are required for an individual Call-Off Contract these will be provided here. Please note that if utilised, a special contract clause agreement will be mandatory and therefore should the Supplier be unable to accept (unless there is a legal, statutory or regulatory justification), we will be unable to award this project to you and will move to the next ranked Supplier on the Framework.

- 2.1. Break Clause on 31st March 2025: Work will pause at the end of the financial year. Continuation of the contract will be subject to approval of budgets for the next financial year and satisfactory performance by the contractor.
- 2.2. Beak Clause following conclusion of Phase 1. OPSS to confirm satisfaction with Phase 1 delivery before contractor proceeds to Phase 2.
- 2.3. Optional 2-month contract extension to be enacted at the sole discretion of the Contract Authority.

3. Technical Evaluation Questions

- 3.1. Tenders shall be evaluated by a panel appointed by the Authority. Each panel member shall undertake an independent evaluation. There shall be a minimum of one (1) commercial officer evaluating the qualification and commercial criteria and a minimum of two (2) technical experts evaluating the technical criteria. Once complete, a moderation meeting shall be held where the panel shall reach a consensus on the results.
- 3.2. Tenders shall be evaluated using the Most Economically Advantageous Tender (MEAT) methodology. This is where the Authority assesses a Tender based on a combination of qualification, technical (quality), and commercial (price) elements. The Authority shall award the Contract to the Tenderer which submits the highest scoring Tender in line the Authority's MEAT ratio.
- 3.3. The MEAT ratio for this Tender is as follows:

Award Criteria	<u>Weighting</u>
Qualification	Pass/Fail
Technical	
Envelope	80%
(Quality)	

Commercial	2004
Envelope (Price)	20%

PROJ1.1	Approach
	Please clearly explain and give reasoning for your proposed methodology and approach to achieving the objectives and delivering the outputs highlighted in the specification.
Bidder guidance	 As a minimum your response should include: Approach, Delivery and Methodological Challenges Give a detailed description of the methods to be used in undertaking the project, indicating the resources that will be utilised, outlining a clear justification as to why your chosen methodology will provide the best outcome. Set out how your approach and methods meet the 'Project objectives' Please include a recommendation for the size and composition of the sample and justification for your approach.
	This question is limited to 2 sides of A4. Any additional content provided beyond this will not be considered or scored during the evaluation process. Responses should be submitted in Font Arial 11pt using single line spacing. Please use the Normal margin setting 2.54cm.
Scoring criteria	Scoring shall be based on 0-100 scoring methodology.
	Maximum Mark: 35%

Understanding the Environment Please demonstrate your understanding of the project environment, detailing any previous experience, former knowledge relevant to the project and policy/programme area, including any data sources or research relevant to the project
 As a minimum your response should include: What work you have already done in a similar context and how lessons learnt, and approach used in that work will help you deliver success in this project. How the bidder will ensure the successful delivery of this project within the working environment. How you will quality assure the work delivered during this project. Your understanding of firm level surveys, how they are conducted and how response rates can be improved. This question is limited to 2 sides of A4. Any additional content provided beyond this will not be considered or scored during the evaluation process. Responses should be submitted in Font Arial 11pt using single line spacing. Please use the Normal margin setting 2.54cm.

Scoring Criteria	Scoring shall be based on 0-100 scoring methodology.
	Maximum Mark: 15%

PROJ1.3	Staff to Deliver Please demonstrate the skills and expertise of your team and how they will support the successful delivery of this project.
Bidder Guidance	 As a minimum your response should include: Details of the project team's relevant expertise in delivering projects of this nature A demonstration of how your organisation is well placed to undertake this project Details of the tasks and responsibilities of each member of the project team. This should be clearly linked to the work programme (PROJ1.4) and include job titles/seniority of staff and days/time allocated for each task/deliverable. This question is limited to 1 side of A4. Any additional content provided beyond this will not be considered or scored during the evaluation process. Responses should be submitted in Font Arial 11pt using single line spacing. Please use the Normal margin setting 2.54cm.
Scoring Criteria	Scoring shall be based on 0-100 scoring methodology. Maximum Mark: 20%

PROJ1.4	Project Plan, Timescales and Risk Management Please outline your proposed project plan and timescales and how this will ensure the successful and timely delivery of the project.
Bidder Guidance	 As a minimum your response should include: A detailed timetable for carrying out the work based on your proposed approach and method Details of how you will keep the project on track and how any changes, risks or issues that could affect delivery will be communicated Highlight key milestones and deadlines, including suggested meetings and progress reports. A risk register that identifies the potential risks of the project and provides suitable mitigation mechanisms. This question is limited to 1 side of A4 plus a Gantt Chart and risk register in a Word table or Excel sheet. Any additional content provided beyond this will not be considered or scored during the evaluation process. Responses should be

	submitted in Font Arial 11pt using single line spacing. Please use the Normal margin setting 2.54cm.
Scoring Criteria	Scoring shall be based on 0-100 scoring methodology.
	Maximum Mark: 10%

4. Commercial Evaluation Questions

AW5.1	Please confirm your bid submission price for completion of all the Services as detailed in the Section 1 Specification.		
	All prices shall be in £ GBP and exclusive of VAT.		
Bidder Guidance	Bidders shall provide their bid submission price for completion of all Services as detailed in the Section 1 Specification.		
	The scoring methodology for this question shall be:		
	The lowest price for a response which meets the pass criteria shall score 100.		
	All other bids shall be scored on a pro rata basis in relation to the lowest price. The score is then subject to a multiplier to reflect the percentage value of the price criterion.		
	Where the scoring criterion is worth 50% then the 0-100 score achieved will be multiplied by 50		
	In the example if a supplier scores 80 from the available 100 points this will equate to 40% by using the following calculation: Score/Total Points multiplied by 50 (80/100 x 50 = 40)		
	The lowest score possible is 0 even if the price submitted is more than 100% greater than the lowest price.		
	The lowest price for a response which meets the pass criteria shall score 100. All other bids shall be scored on a pro rata basis in relation to the lowest price. The lowest score possible is 0.		
	For example, assuming the lowest bid is £100,000.		
	Bid Price £100,000 Differential to the lowest price which meets mandatory pass criteria ('Differential') 0 Score 100		
	Bid price - £120,000 Differential - 20% Score - 80 Bid price - £140,000 Differential - 40% Score - 60 Bid Price - £150,000 Differential - 50% Score - 50 Bid Price - £175,000 Differential - 75% Score - 25		

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	Bid Price - £200,000 Differential - 100% Score - 0		
	Bid Price - £300,000 Differential - 200% Score - 0		
Scoring Criteria	Maximum Mark: 20%		
AW5.2	 Based on the Bidders AW5.1 bid submission price for completion of all the Services as detailed in the Section 1 Specification, Bidders are now required to complete the attached Excel AW5.2 Pricing Schedule document with a breakdown of all the costs that make up their final bid price. All prices shall be in £ GBP and exclusive of VAT. All costs appearing elsewhere in the Bid but not mentioned in this Pricing 		
Bidder Guidance	Schedule shall be presumed waived.Based on the Bidders AW5.1 bid submission price for completion of all the Services as detailed in the Section 1 Specification, Bidders are now required to complete the attached Excel AW5.2 Pricing Schedule document with a breakdown of all the costs that make up their final bid price.All prices shall be in £ GBP and exclusive of VAT.All costs appearing elsewhere in the Bid but not mentioned in this Pricing Schedule shall be presumed waived.The total submitted within your excel pricing schedule must equal the total price submitted in AW5.1		
Scoring Criteria	For Information Only		

AW5.3	Maximum Budget		
	As stated within the tender documents, the maximum budget for this requirement will be £165,000.00 ex VAT.		
	Please confirm that your final price submitted within AW5.2 will fall within this budget.		
Bidder Guidance	The Bidder shall answer Yes or No		
	Yes – Pass		
	No – Fail		
Scoring	Mandatory Pass / Fail		
Criteria			

Annex B – Cost of Business Compliance Specification

Annex A- Cost of Business Compliance Specification

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1. Purpose

- 1.1. The aim of the proposed research project is to address the gaps in OPSS's evidence base on the costs of Business Compliance with the regulations that OPSS holds policy responsibility for. 'Cost of Business Compliance' refers to the specific activities that businesses must undertake to bring a product to the market. These may include:
 - 1.1.1. Marking and labelling products
 - 1.1.2. Requirements on technical files and documentation
 - 1.1.3. Location and use of economic operators
 - 1.1.4. Conformity testing through laboratories
- 1.2. This will be achieved by obtaining cost estimates from UK manufacturers and allowing costs to be more accurately monetised when performing analysis for policy appraisals. This will enable the future development of policy appraisals that are more analytically robust.
- 1.3. Awareness of the business impacts (specifically costs) of legislative changes will also aid policy decision making. This has the potential to benefit businesses as regulations will be designed with a more comprehensive picture of the costs that businesses face to comply with them.

2. Background

- 2.1. The Office for Product Safety and Standards (OPSS) is the UK's national product regulator, within the Department for Business and Trade (DBT). The primary purpose is to protect people and places from product-related harm, enabling trade and growth by ensuring consumers and businesses can buy and sell products with confidence.
- 2.2. OPSS was created in January 2018, it's responsible for the regulation of most consumer goods excluding food, medicines, and vehicles. OPSS regulates products including furniture, clothing, footwear, cosmetics, toys, machinery, protective equipment, electrical and electronic goods, and sports equipment.
- 2.3. OPSS applies regulations across the product lifecycle from design, accreditation, and manufacture, through to labelling, supply, end use, and safe disposal.
- 2.4. OPSS hold policy responsibility for product safety, legal metrology (weights and measures), standards and accreditation, hallmarking, and Primary Authority, advising DBT Ministers on how those should operate and evolve.
- 2.5. OPSS deliver a range of product regulations on behalf of other departments where they hold the policy responsibility. The following areas and product sectors are within the scope of this research:
 - 2.5.1. Aerosol dispensers
 - 2.5.2. Cosmetics
 - 2.5.3. Electrical equipment

- 2.5.4. Electromagnetic compatibility
- 2.5.5. Equipment intended for use in explosive atmospheres
- 2.5.6. Gas appliances
- 2.5.7. Lifts
- 2.5.8. Machinery
- 2.5.9. Measuring container bottles
- 2.5.10. Measuring instruments
- 2.5.11. Noise emission in the environment by equipment for use outdoors
- 2.5.12. Non-automatic weighing instruments
- 2.5.13. Personal protective equipment (PPE)
- 2.5.14. Pressure equipment
- 2.5.15. Pyrotechnics
- 2.5.16. Radio equipment
- 2.5.17. Recreational craft
- 2.5.18. Simple pressure vessels
- 2.5.19. Toys
- 2.5.20. Transportable pressure equipment
- 2.5.21. Accreditation
- 2.5.22. Hallmarking
- 2.5.23. Primary Authority
- 2.5.24. Standards
- 2.5.25. General product safety, including:
 - 2.5.25.1. Furniture and fire safety
 - 2.5.25.2. Nightwear safety
 - 2.5.25.3. Oil heater safety

3. Project Objectives

- 3.1. The deliverables from this project will help to address the gaps in OPSS's evidence base on the costs of Business Compliance with the regulations that OPSS holds policy responsibility for. They will be used by OPSS for the following:
 - 3.1.1. **Economic analysis** Having high-quality and reliable data will increase the scope of estimates that are monetizable and improve the reliability of calculations used in OPSS outputs, including policy appraisals.
 - 3.1.2. **Policy decision making** Awareness of the business impacts (specifically costs) of legislative changes will aid policy decision making. This has the potential to benefit businesses as regulations will be designed with a more comprehensive picture of the costs that businesses face to comply with them.
- 3.2. The Supplier will work with OPSS to devise a survey methodology that will answer the following questions:

- 3.2.1. What are the costs associated with recalling and destroying non-compliant products?
- 3.2.2. What are the costs associated with businesses being established in the United Kingdom?
- 3.2.3. What are the costs of businesses staying updated on and familiarising themselves with regulatory changes?
- 3.2.4. What are the costs associated with maintaining compliance records?
- 3.2.5. What are the costs associated with supply chain adjustments due to regulatory changes?
- 3.2.6. What are the costs of regulatory divergence between the United Kingdom and European Union?
- 3.2.7. What are the costs associated with meeting designated standards?
- 3.2.8. How much does it cost to purchase a designated standard?
- 3.2.9. What is the cost of handling restricted designated standards?
- 3.2.10. What are the costs associated with meeting labelling requirements (i.e., designing and printing labels)?
- 3.2.11. What are the costs associated with reformulating cosmetic products and toys?
- 3.2.12. What is the cost of gaining accreditation to be able to install and use pressure equipment?
- 3.3. The Supplier shall produce a final research report detailing the findings, including estimates of costs of compliance with OPSS regulations by variables such as sector and business size.

4. Definitions

Expression or Acronym	Definition
IDBR	Inter-Departmental Business Register- database to access restricted microdata
MRP	Microdata release panel
ONS	Office for National Statistics
SIC	Standard Industrial Classification codes

5. Project Milestones and Deliverables

5.1. The project will be divided into 2 Phases, the following Contract milestones/deliverables shall apply;

Milestone	Timeframe/ Delivery Date
OPSS Project Kick off Meeting	06 th January 2025
Phase One start (8 weeks)	Contract start date 6 th January 2025 (Indicative)
OPSS to review reporting (2 weeks)	3rd March 2025

Phase Two start (16 weeks)	Starts 17 th March 2025
Phase Two	Contract delivered by 07 th July 2025

5.2. **Phase 1**

- 5.2.1. The Supplier shall attend a virtual Project Kick-off meeting to ensure that the Supplier understands the context and aims of the work, the project working arrangements and timelines.
- 5.2.2. The Supplier shall conduct a literature review (both academic and grey literature) that focuses on the different types of costs that manufacturers face to comply with the regulations across the areas and sectors that OPSS holds policy responsibility for (see 'Background').
- 5.2.3. The Literature review shall:
 - 5.2.3.1. Summarise existing data, evidence and research on the costs of Business Compliance
 - 5.2.3.2. Highlight any gaps that may exist, which could be addressed via this research project
 - 5.2.3.3. Where there is a lack of evidence, it is advisable to consult relevant academics to augment the literature review
 - 5.2.3.4. Inform the survey methodology to be used in Phase 2
- 5.2.4. The Supplier shall use an address matching service to retrieve the full and up-todate contact details of the businesses in the sample (see 'Proposed Survey methodology').
- 5.2.5. The Supplier shall set out a proposed survey methodology design to be used in Phase 2.
- 5.2.6. The Supplier shall write and submit an interim report which will be peer reviewed within OPSS. The contract will pause for two weeks whilst the interim report is reviewed. During this time, a decision will be made on whether the project will continue to Phase 2.
- 5.2.7. If the project gains approval to continue to Phase 2, then a second kick-off meeting will be scheduled to start the work. DBT will update the supplier over the break period on when a decision is made or when it can be expected.

5.3. Phase 2

- 5.3.1. The Supplier will utilise the information collected from the literature review conducted in Phase 1 to contact manufacturers to ask the pre-agreed research questions.
- 5.3.2. Before the full-scale survey is launched, the Supplier shall conduct a pilot survey with a sample of manufacturers. This is to ensure that the survey questions are intelligible and not unambiguous. The results of the pilot survey will provide an insight into the quality of answers that can be expected in the full survey, allowing any necessary amendments to be made.

- 5.3.3. The Supplier shall conduct a survey of a sample of 10,000 UK manufacturers in scope of OPSS regulation. Due to typical response rates, a minimum response rate of 7% is expected.
- 5.3.4. The Supplier shall conduct telephone calls to the survey sample manufacturers to encourage survey completion.
- 5.3.5. The Supplier shall conduct data cleaning and analysis on the data collected from the survey. The data shall be collated to enable comparisons between different sectors and business sizes.
- 5.3.6. The Supplier shall hypothesise conclusions driven from the data collected to answer the research questions detailed in 'Project Objectives'.
- 5.3.7. The Supplier shall produce a final report detailing the findings of the research. The report will make use of visualisations (such as charts, graphs or infographics) where appropriate and include an executive summary. The final report must follow the DBT research report template and be of publishable quality.
- 5.3.8. The Supplier shall provide a PowerPoint presentation slide pack that presents the key findings of the research in a clear and concise manner and makes use of graphic visualisations.
- 5.3.9. The Supplier shall ensure that evidence of Quality assurance is provided to support the findings of the research.
- 5.3.10. The final research report will be peer reviewed by OPSS, as well as externally by industry experts (2-3 weeks).
- 5.3.11. The Supplier will share the data sets generated from the survey with OPSS on completion of Phase 2.

5.4. Proposed Survey methodology

- 5.4.1. To obtain estimates of the costs of Business Compliance, a survey of UK manufacturers in scope of OPSS regulation will be conducted using online systems.
- 5.4.2. To get the sample, the Supplier shall use the Inter-Departmental Business Register (IDBR), which contains restricted microdata. OPSS will assist the Supplier in getting access to the IDBR, which will involve the completion of a microdata-release panel (MRP) form. This request must be approved by the Office for National Statistics (ONS).
- 5.4.3. OPSS will provide the Supplier with a list of the manufacturing (non-retail) Standard Industrial Classification (SIC) codes that have been matched to the product sectors for which OPSS holds policy responsibility for the regulations. This can be used with the IDBR to obtain a list of business that fall within the scope of this research (the sampling frame).
- 5.4.4. The sampling frame will be grouped into strata as defined by variables such as sector, location and employment size band.
- 5.4.5. Stratified random sampling will be used to draw a sample within each cell (unique combination of strata) of the sampling frame. A total of 10,000 manufacturers will be selected for the survey across all cells. Due to typical response rates, a minimum response of 7% is expected from the 10,000 manufacturers in the sample.

- 5.4.6. The Supplier will use an address matching service, such as that provided by Dun and Bradstreet, to retrieve the full and up-to-date contact details of businesses in the sample.
- 5.4.7. The survey shall contain a variety of question types, including questions with binary yes/no responses, questions with pre-coded responses and open-ended questions.
- 5.4.8. OPSS have suggested the IDBR as the sampling frame due to its compatibility with the list of SIC codes that have been matched to the OPSS product sectors, as well as its range of variables that could be used for stratification. This should improve the usability of the results in the economic analysis, broadening the scope of costs that OPSS can accurately quantify.
- 5.4.9. This is a proposed survey methodology developed by OPSS, which has not been previously tested or trialled. OPSS would welcome suggestions from the awarded Supplier on alternative methods and sampling frames.

6. Indicative budget

6.2.1. The indicative budget for the project is £165,000.00 (excluding VAT).

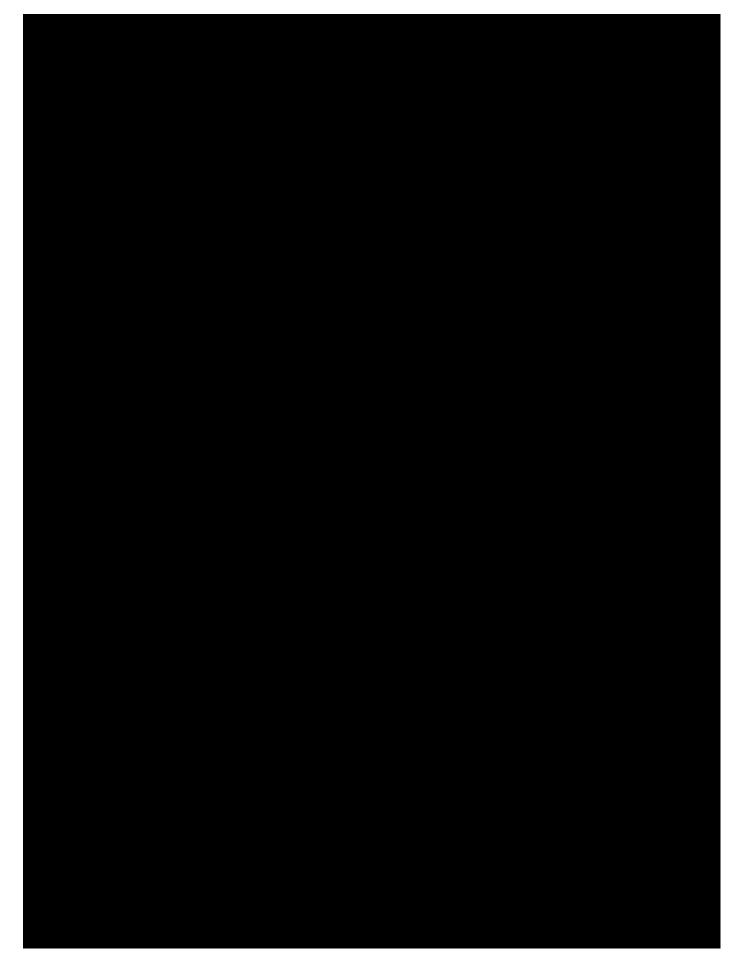
7. Payment and Invoicing

- 7.1. This is a Fixed Price Contract Payments will be made on the achievement of defined project milestones. Payments are conditional on the Supplier meeting milestones to the satisfaction of OPSS.
- 7.2. The Contracting Authority proposes payments to be made based on two milestones;
 - 7.2.1.The completion of Phase 1 (after which the contracted supplier may bill for 50% of their contract price)
 - 7.2.2.And subsequently the completion of Phase 2 (which if enacted by the Authority will allow the contracted supplier to bill for the remaining 50% of their contract price at the conclusion of Phase 2).
- 7.3. The Authority recognises that this may not be a preferred payment model for some businesses, particularly for smaller businesses who may benefit from more regular payments throughout the life of the contract to assist with liquidity. The Supplier may request an alternative payment model at the OPSS Kick off meeting.
- 7.4. If Phase 2 does not go ahead, all costs relating to Phase 1 will be paid and this contract will end.

8. Contract Management

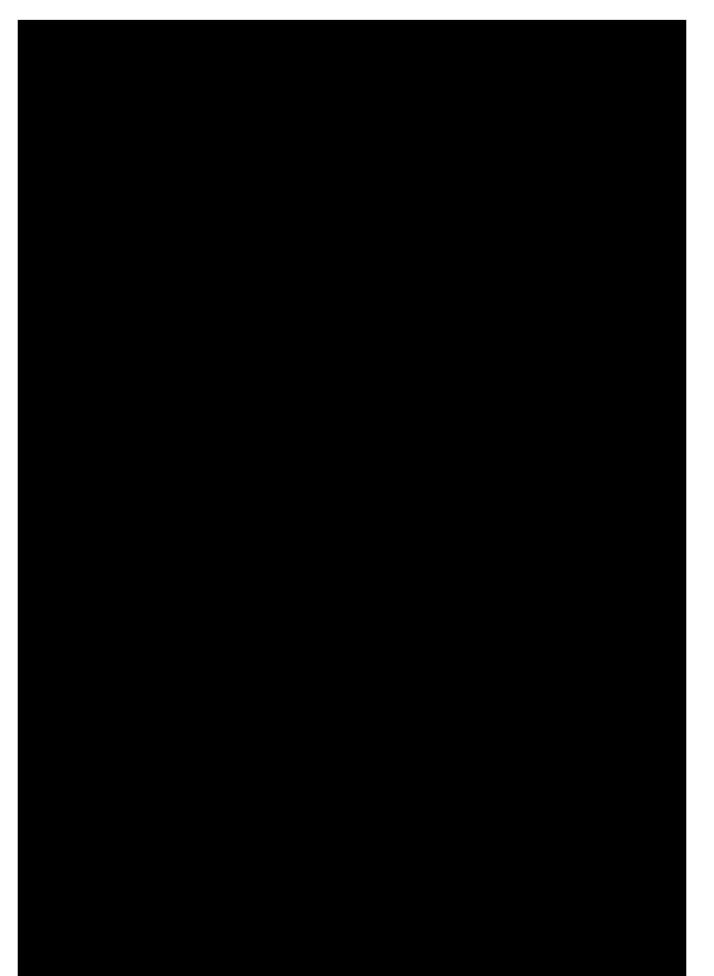
- 8.1. Regular contract review meetings attended by The Supplier and OPSS will be utilised to monitor progress and capture any delivery issues. The frequency and agenda for these meetings will be dependent on the stage that the project is up to at that time.
- 8.2. In lieu of formal contract review meetings, The Supplier is expected to keep OPSS informed of the project progress via email.

- 8.3. Deliverables must meet DBT digital accessibility requirements, to be shared via email post award.
- 8.4. The Supplier shall share with OPSS a risk register which will be regularly reviewed, maintained and risk mitigations captured.

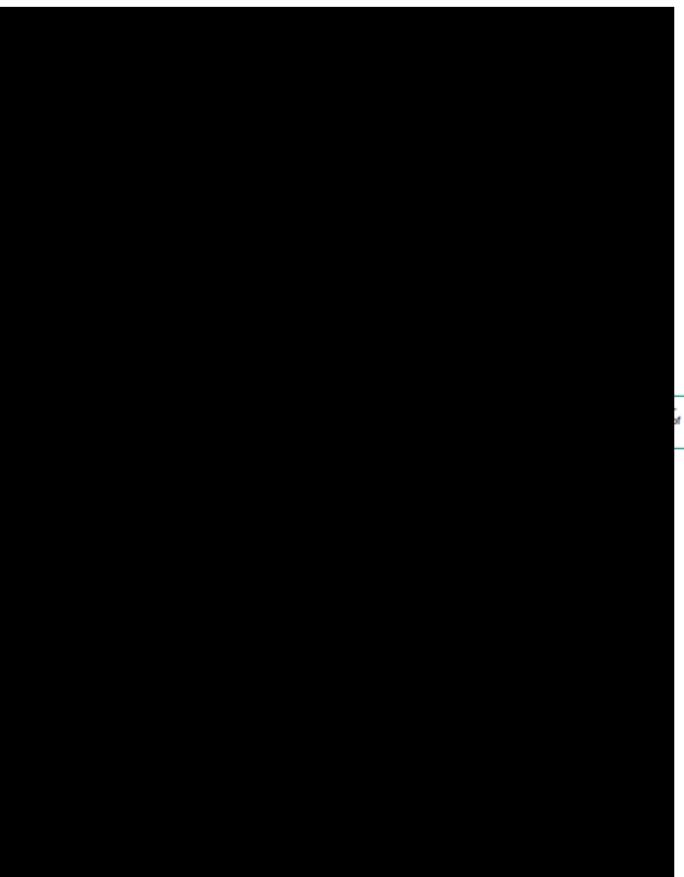


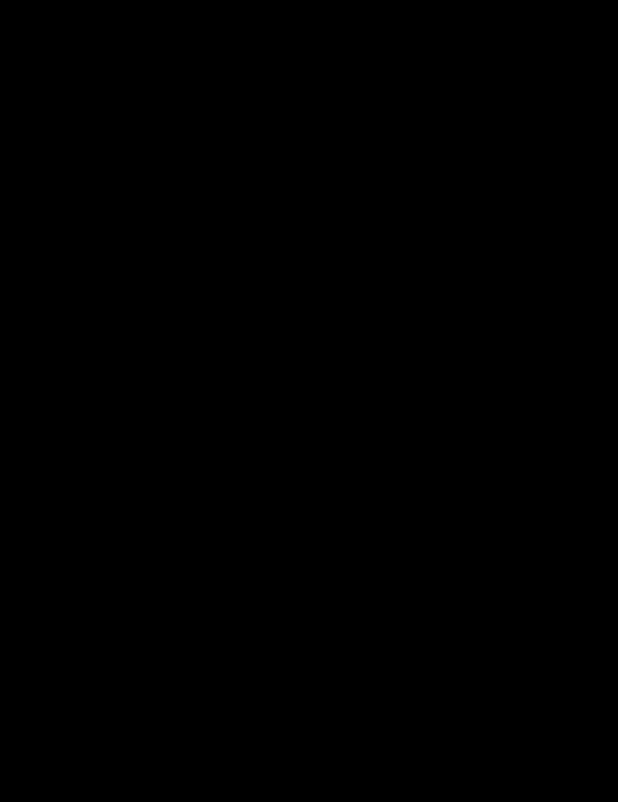












Annex D- Schedule of Processing, Personal Data and Data Subjects (Framework Annex C)

The Supplier shall only process in accordance with the instructions as advised below and comply with any further written instructions with respect to processing by the Contracting Authority. Any such further written processing instructions required by the Contracting Authority shall be incorporated into this Schedule and shall be a subject of a formal amendment to this Contract.

Description	Details
Subject matter of the processing	The processing is regarding data pertaining to the cost of business compliance to OPSS regulation.
Duration of the processing	Processing will take place from 3 rd February 2025 for the Start Date of the Contract. The Contract will end on 4th August 2025, with optional 2-month extension until 3 rd October 2025.
	There will be a break clause on 31 st March 2025, where continuation of the contract will be subject to budget approval.
Nature and purposes of the processing	DBT will be sharing a sample of businesses with the supplier from the inter-departmental register. The supplier will produce a survey, using the supplied register as a list of customers for the survey.
	The purpose of the survey to gather information regarding a pre-set list of questions which aim to fill an OPSS evidence gap.
Type of Personal Data	Names, emails and work emails of those associated to businesses who fill out the survey will be processed as part of this research project.
	Commercially sensitive data will also be collected, including both internal business processes and costs to businesses.
Categories of Data Subject	Individual staff associated to businesses, business names.
	These results will be anonymised, meaning it will not be possible to identify businesses individually. Where reporting by sector, if the sample size is not sufficient to anonymise business data, the results will be excluded from the final report.
Plan for return and destruction of the data	All data will be returned to DBT, as well as DBT owning all Intellectual Property rights of the outputs created in

once the processing is complete UNLESS	this research project. The outputs and data will be held indefinitely by DBT for future use, whilst the chosen
requirement under union or	supplier will retract all access to both the data and
member state law to preserve	outputs, deleting any information stored and renouncing
that type of data	any access to shared data sources.