

DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: Letter of Appointment

Dear Sirs/ Madam

Letter of Appointment

This Letter of Appointment dated 14th December 2021 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:	Frontier Economics Ltd ("Supplier")

Effective Date:	Thursday 16 th December 2021
Expiry Date:	End date of Contract Period: 18th April 2022. There is an option to extend this contract by up to 4 weeks at the sole discretion of the Customer.

Services required:	Full details of the customer's requirements are stated at Annex A – Statement of Requirements and at Annex B Supplier's Proposal attached.
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Key Individuals:	REDACTED
[Guarantor(s)]	Not Applicable

Contract Charges (including any applicable discount(s), but excluding VAT):	The total overall contract value shall be £99,776.50 (excluding VAT). The Pricing is broken down as follows: REDACTED
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Insurance Requirements	<p>Minimum Insurances required as per the DPS Agreement minimum 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	Suppliers limitation of Liability (Clause 18.2 of the Contract Terms);
Customer billing address for invoicing:	<p>Invoices should be sent directly to REDACTED at the following address:</p> <p>REDACTED</p>

GDPR	Please refer to Contract Terms Schedule 7
Alternative and/or additional provisions (including Schedule 8(Additional clauses)):	Not applicable

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:

Signature:

Date:

Date:

ANNEX A

Customer Project Specification

1. PURPOSE

- 1.1 The Geospatial Commission (GC) which forms part of the Cabinet Office requires expertise in economics-related research and economic valuation techniques to support the development of the evidence base on valuing the economic social and environmental value of location data. The valuation methods the guidance needs to cover are broad, across economic, social and environmental value. An understanding of and experience in applying economics and HM Treasury (HMT) Green Book principles to influence policy direction, appraise options and evaluate impact is essential.
- 1.2 The Geospatial Commission is the only UK public sector organisation currently looking into the value of **location data**, pioneering and leading the way with this research to provide practical guidance for organisations looking to make the case for investment in location data.
- 1.3 There are currently **evidence gaps** in areas relating to the most appropriate and consistent way to apply existing economic, social and environmental valuation methods to location data, and data in general, which need to be filled in order to produce the guidance.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The Geospatial Commission was established in 2018 by the government as an independent, expert committee responsible for setting the UK's geospatial strategy and coordinating public sector geospatial activity. The aim is to unlock the significant economic, social and environmental opportunities offered by location data and to boost the UK's global geospatial expertise.
- 2.2 The Geospatial Commission has a mandate and budget to drive and deliver changes by working in partnership with others. This means we:
 - 2.2.1 Provide strategic oversight of the geospatial ecosystem in the UK, setting geospatial strategy, policy and standards;
 - 2.2.2 Hold the budget for the public sector's largest investment in strategically important geospatial data via the Public Sector Geospatial Agreement;
 - 2.2.3 Make targeted investments in data projects that accelerate innovation and the adoption of geospatial data applications.
- 2.3 We have a formal relationship with six partner bodies: The British Geological Survey, Coal Authority, HM Land Registry, Ordnance Survey, UK Hydrographic Office and the Valuation Office Agency.

3. Background to requirement/OVERVIEW of requirement

- 3.1 The [UK's Geospatial Strategy](#) includes a Government commitment that the Geospatial Commission ***publishes guidance for measuring the economic, social and environmental value of location data***. This commitment was approved by the Geospatial Commission's formal ministerial steering group in advance of the publication of the UK strategy and has been endorsed by its independent board. The Geospatial Commission's recently published [2021/2022 Annual Plan](#) has restated this commitment, with a publication deadline of spring 2022.
- 3.2 Across government, there is wide ranging interest to understand how best to appraise and measure the value of data and related data products. This is recognised in Department for Culture Media and Sport (DCMS's [National Data Strategy](#), Department for Business, Energy and Industrial Strategy (BEIS)/OFGEM's [Modernising Energy Data Programme](#) and HM Treasury's [discussion papers](#). Current available guidance does not cover the specific complexities involved in valuing location data (nor data in general).
- 3.3 The Geospatial Commission is currently pioneering and leading the way with research into the value of location data, with the aim to provide practical guidance for organisations looking to make the case for investment and for the general principles applicable to data more generally.
- 3.4 The key objective of this work is to improve and make more consistent the way that the government understands and assesses the case for investment in location data (and data in general). The Suppliers work will contribute to the development of this guidance, providing a set of best practice guidelines that are consistent with HM Treasury Green Book principles that Central Government, wider public sector bodies and the private sector can deploy to support them in recognising and appraising their highest value activities, improving their location data-focused business cases.
- 3.5 This requirement sits alongside existing projects being taken forwards by the Geospatial Commission, all of which will enable more consistent and coherent framework for assessing location data. It is vital that any work outputs on the value of location data produced by the Supplier are consistent with the approach and language developed in those existing projects. The Geospatial Commission will provide the successful Supplier with the necessary information and access to internal experts to ensure consistency of approaches.
- 3.6 To produce this guidance, there are evidence gaps relating to the most appropriate and consistent ways to apply existing economic, social and environmental valuation methods to location data (and data in general). This is an extremely technical exercise, requiring skills in economics-related research and the application of analytical valuation methods. The valuation methods the guidance needs to cover are broad, across economic, social and environmental value. An understanding of and experience in applying economics and [HMT Green Book](#) principles to influence policy direction, appraise options and evaluate impact is essential.

4. Definitions

Expression or Acronym	Definition
BEIS	means Department for Business, Energy and Industrial Strategy
DCMS	means Department for Culture Media and Sport
GC	means Geospatial Commission, sometimes referred to as “the Commission”
Green Book	means HM Treasury guidance on how to appraise and evaluate policies, projects and programmes.
Value	means both private and external benefits. These can either quantified or qualitatively described.
VoD	means Value of Data
VoLD	means Value of Location Data

5. Scope of Requirement

5.1 In Scope:

- 5.1.1 Reviewing existing work and literature to understand the different types of location data that currently exist and their characteristics;
- 5.1.2 Developing a categorisation system to group different characteristics of location data
- 5.1.3 Identify and, where possible, estimate and quantify the impacts of the data’s characteristics (more detail in section 6).
- 5.1.4 Explore qualitative measures for scoring/ranking the value of location data
- 5.1.5 Translating any learnings into practical steps for valuing location data that can be applied in a public sector setting.

5.2 Out of Scope:

- 5.2.1 Policy advice and policy recommendations

6. The Requirement

- 6.1 The Supplier will review literature reviews, papers and reports by the Geospatial Commission and other public and private sector organisations to understand the existing methods of measuring the value of data, which includes the GC’s working definition of economic, social and environmental value. Work known to the GC will be provided to the successful supplier upon appointment, however the Supplier will also be expected to do additional desk research to find other relevant reports and studies.

- 6.2 The Supplier will identify knowledge gaps and suggest methods of filling those gaps based on best-practice and HM Treasury Green Book principles. The Supplier is not expected to conduct further work to fill these gaps.
- 6.3 **Milestone 1:** The Supplier will engage with experts at the Geospatial Commission and industry stakeholders in the wider location data sector to take stock of the range of location data that currently exists. The Supplier will then be expected to identify the key traits and characteristics of these location datasets (for example, these could include the frequency of collection and update, the owner of the dataset, the data access arrangements, data content and data purpose).
- 6.3.1 Having identified these key traits and characteristics, the supplier will group these datasets based on their key characteristics. Part of this grouping exercise will consider the specific policy drivers/context that drive value for a location dataset. For example:
- 6.3.2 (1) Improving the fundamental features of a dataset (such as data quality, data update frequency, data delivery methods);
- 6.3.3 (2) Creating entirely new data policy and operational uses are widespread, where the data is the main consideration driving decision making;
- 6.4 **Milestone 2:** Taking learnings from existing literature and work, the Supplier will develop appropriate Theories of Change (see Chapter 2 of [HM Treasury Magenta Book](#)) for the different groupings of location data characteristics. These will be generic enough to apply for widespread applications to specific location datasets and, where possible, provide examples.
- 6.5 **Milestone 3:** The Supplier will develop and/or recommend a consistent methodology for quantitatively and qualitatively assessing the economic, social and environmental value of location data, based on existing literature and outputs from Milestone 1. Qualitative measures may include, but are not limited to, scoring/ranking the value for different groups of location data. This will be at the discretion of the Supplier depending on the outcomes of the Milestones 1 and 2 and will be reviewed and agreed with the Geospatial Commission.
- 6.6 These methodologies will be practical steps for valuing location data in a public sector setting, which the GC can incorporate into a publication and be used by other public sector organisations to systematically assess the value of their location data.
- 6.7 **Milestone 4:** The Supplier will deliver a set of final reports that detail the work stated above. Any analysis developed as part of the qualitative and quantitative segments of the work will be delivered to the GC in standard editable formats.
- 6.8 Throughout all of these outputs, the Supplier will maintain consistency in approaches and language to other projects within the Geospatial Commission. The Geospatial Commission will provide the successful Supplier with the necessary information and access to internal experts to ensure this consistency.

- 6.9 The Supplier shall put in place a quality assurance process and share this with the Geospatial Commission. This may include, but not be limited to, a peer review and approval process for all outputs (with clear quality assurance steps) before submission to ensure accuracy of information, elimination of reporting bias, and high levels of confidence in the outputs.
- 6.10 The Supplier shall put in place a knowledge transfer plan at the kick-off meeting. This plan should include, but not be limited to:
- 6.10.1 ways of working;
 - 6.10.2 continual sharing of information and lessons learned;
 - 6.10.3 dates and topics of any set-piece events;
 - 6.10.4 audit trail of key activities and decisions;
 - 6.10.5 a named senior person responsible for assuring knowledge transfer; and dedicated resource for consultants to hand over to at the end.
- 6.11 The Supplier will pass over all outputs, including analysis and reports, to the Commission, with the Commission holding the rights to all documents and data collected during this exercise.
- 6.12 The Supplier shall not disclose the data or associated documents (either in part or in full) to any third parties unless the Geospatial Commission gives expressed written consent to do so.

7. Key Milestones and Deliverables

- 7.1 The following Contract milestones/deliverables shall apply:

Table REDACTED

8. MANAGEMENT INFORMATION/reporting

- 8.1 The Supplier shall give regular updates on progress through weekly progress review meetings by video call or teleconference. The Supplier shall provide more detailed updates at key points in the Contract as outlined in the milestones in Section 7 either through review meetings or alongside delivery of core outputs.

9. Volumes

- 9.1 The Supplier will be expected to engage with a set of core technical experts with significant knowledge of geospatial data from within the Geospatial Commission.

These will be done intermittently before and during key milestones of the work as set out in Section 7.

- 9.2 The Supplier will be expected to engage with a limited number of industry experts – no more than 4 to 5 organisations - as part of the stock take of key location datasets and feeding back on findings of location data characteristics and expected groupings/categorisations of these datasets.

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 The Supplier should present new ways of working to the Authority during weekly review meetings.
- 10.3 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.

11. Sustainability

- 11.1 There are no sustainability considerations for this requirement.

12. Quality

- 12.1 The Supplier shall have clear processes for quality assurance of both quantitative and qualitative outputs in place.
- 12.2 The Supplier shall outline their internal procedures for quality assurance and control in reference to the research, including:
- 12.2.1 Procedures for working closely with the Geospatial Commission
 - 12.2.2 Procedures for quality assuring proposals, methods and outputs
 - 12.2.3 Procedures for quality assuring any data
 - 12.2.4 The approach to report writing, ensuring deliverables meet key objectives
 - 12.2.5 Procedures for handling complaints

13. PRICE

- 13.1 The Supplier will be required to produce a breakdown of costs against the deliverables outlined in Section 7.
- 13.2 Bidders must confirm their Daily Rates for this project, which should reflect any applicable discounts. Daily rates submitted will remain firm throughout the life of the Contract. Please note these Daily Rates are for information only and will not be evaluated but should still be submitted via the eSourcing Suite (Attachment 4 – Price Schedule).

- 13.3 The Suppliers submitted Day Rates must be inclusive of Travel and Subsistence. Day Rates provided will not form part of the price evaluation.
- 13.4 Prices are to be submitted via the e-Sourcing Suite Attachment 4 – Price Schedule excluding VAT and including all other expenses relating to Contract delivery.
- 13.5 The maximum budget available for this requirement is £100,000.00 (exc VAT).
- 13.6 The prices submitted will be a flat rate. The flat rate price provided will form 100% of the price evaluation.

14. STAFF AND CUSTOMER SERVICE

- 14.1 The Supplier will have significant experience in economics-related research and economic valuation techniques to support the development of the evidence base on valuing the economic social and environmental value of location data.
- 14.2 An understanding of and experience in applying economics and HMT Green Book principles to influence policy direction, appraise options and evaluate impact is essential.
- 14.3 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 14.4 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 14.5 The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

15. Service Levels and Performance

- 15.1 The Authority will measure the quality of the Supplier's delivery by:

KPI/SL A	Service Area	KPI/SLA description	Target
1	Delivery of Project Outputs	Project outputs delivered according to the timescales set out in the Deliverable table in Section 7.	98%
2	Quality Assurance	Project outputs to be peer reviewed and approval process (with clear quality assurance steps) before submission to ensure accuracy of information, elimination of reporting bias and high levels of confidence in the outputs.	100%
3	Response Time	Responding to questions and queries from the Geospatial Commission within 48 Hours (Monday to Friday).	90%
4	Project Management	Written weekly project updates (format to be agreed upon project commencement) to be provided one day before the meeting.	98%
5	Project Management	Attendance at weekly teleconference meeting.	98%

16. Security and CONFIDENTIALITY Requirements

- 16.1 It is expected that this whole project can be conducted remotely and via teleconference. If, in the unlikely event meetings are held at the Geospatial Commission location REDACTED, the Supplier will need to be escorted to/from meetings and around the building due to security restrictions.
- 16.2 The results/deliverables of the Contract will not be shared wider than the Supplier's project team without explicit approval from the Geospatial Commission.
- 16.3 The resulting outputs shall be the intellectual property of the Geospatial Commission. The analysis, and the interim and final reports, shall be the property of the Geospatial Commission. This is in accordance with RM6018 Research Market Place Terms and Conditions as set out in Attachment 5 – Terms and Conditions of the Bid Pack.
- 16.4 The Supplier shall not disclose the data or associated documents (either in part or in full) to any third parties prior to publication by the Geospatial Commission, unless the Geospatial Commission gives expressed written consent to do so.
- 16.5 All data security processes must be compliant with the General Data Protection Regulation (GDPR).

17. Payment AND INVOICING

- 17.1 Invoices will be submitted after each milestone which has an output or deliverable (as set out in Section 7).

- 17.2 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables - not just their receipt.
- 17.3 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 17.4 If the Supplier anticipates that a particular deliverable or product is likely to exceed the pre-agreed amount, advance notice should be given to the Geospatial Commission contact. Further detail will then be provided on the reasons for the increase in budget, and options for what can be delivered within the original amount. The Geospatial Commission will then decide on how to proceed.
- 17.5 Invoices should be sent directly to Shared Services at the following address: REDACTED
- 17.6 Payment will normally be due 30 days after receipt of a valid invoice. This applies even if the Supplier's invoice specifies an earlier payment date, unless the earlier date was agreed in the contract. A 'valid' invoice is one that:
 - 17.6.1 Is submitted for goods or services that have been delivered in line with the contract.
 - 17.6.2 Contains a valid purchase order number
 - 17.6.3 Matches the receipted goods or services
- 17.7 Includes details of required invoicing schedule.

18. CONTRACT MANAGEMENT

- 18.1 Any in person attendance at Contract Review meetings shall be at the Supplier's own expense. It is not expected that the Supplier will need to attend in person.
- 18.2 Progress reporting meetings should be provided to the Geospatial Commission at least via weekly meetings. The format and detail covered within these updates is to be agreed at the project inception meeting.
- 18.3 REDACTED

19. Location

- 19.1 The location of the Services are expected to be fully carried out at the Suppliers own offices. REDACTED. All meetings will likely be organised as online video calls, in line with Government guidelines on the Covid-19 response.

ANNEX B

Supplier Proposal

■ REDACTED

Part 2: Contract Terms



Contract Terms v6.0