**DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS**

* 1. **Letter of Appointment**

**CCSN19A09 Research on Strategic Intelligence and Analysis Capabilities in National Policing**

Dear Madam

**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 16th February 2018.

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

|  |  |
| --- | --- |
| Order Number: | TBC by Customer |
| From: | The College of Policing Ltd (a company registered in England and Wales with registration number 08235199) of Leamington Road, Ryton-on-Dunsmore, Coventry, CV8 3EN ("Customer") |
| To: |  KPMG LLP a limited liability partnership registered in England and Wales under Company Number OC301540 whose registered office is 15 Canada Square, London, E14 5GL ("Supplier") |

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| --- | --- |
| Effective Date:  | 27th March 2019 |
| Expiry Date:   | End date of Initial Period: 18th April 2019End date of Maximum Extension Period: Not Applicable, there Minimum written notice to Supplier in respect of extension: Not Applicable |

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| --- | --- |
| 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;  |

|  |  |
| --- | --- |
| Key Individuals: | For the Customer:[REDACTED TEXT]For the Supplier:[REDACTED TEXT] |
| [Guarantor(s)] | Not Applicable |

|  |  |
| --- | --- |
| Contract Charges (including any applicable discount(s), but excluding VAT): | £100,000.00* Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
* Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and associated costs.
* Acceptance procedure for deliverables – the Customer will review and sign off each milestone deliverable as set out in table 6.2 of Annex A.
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| Insurance Requirements | No additional requirements. |
| Customer billing address for invoicing: | Electronic invoices are to be sent to: [REDACTED TEXT]  |

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| Alternative and/or additional provisions (including Schedule 8(Additional clauses)): | The Intellectual Property Rights clauses at – Annex A – Section 14 will take precedence over those set out in the Terms and Conditions. |

**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:**

[REDACTED TEXT] [REDACTED TEXT]

**Annex A**

**Customer Project Specification**

# BACKGROUND TO THE CONTRACTING AUTHORITY

## The College of Policing Ltd is a professional body for everyone working in policing in England and Wales.

## The College of Policing Ltd has five core objectives:

### Set standards of professional practice;

### Identify, develop and promote good practice based on evidence;

### Support the professional development of those working in policing;

### Support police forces and other organisations to work together to protect the public and prevent crime and;

### Identify, develop and promote ethics, values and standards of integrity.

## The College’s aim is to improve policing and to work with academics and others to build the evidence base in policing to identify evidence of ‘what works’. The College aims to work collaboratively, not just within policing but also with other law enforcement agencies, academia, with public sector partners and with the private and third sectors.

# BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

## The Supplier will have specialist research skills and extensive knowledge of strategic analysis and insight, preferably in a policing, law enforcement or public safety context. They are also required to have a good track record of concisely summarising evidence for a practitioner audience.

## Current analytical capability within policing in England and Wales is heavily focused on investigative and tactical analysis. A recent pilot exercise by a group of police forces found that more than half (52%) of all analytical tasks carried out during a three month period were ‘investigative’ while nearly a third (31%) were ‘tactical’. In contrast, ‘strategic’ analysis constituted just 9% of all analytical tasks, which suggests that available analytical capability within policing is heavily focused on providing support to criminal investigations.

## [REDACTED TEXT]

## [REDACTED TEXT]

## Developing policing’s SIA capabilities could enable the service to become more proactive in identifying and preparing for a wide-range of strategic threats and opportunities. By integrating various streams of information and intelligence from police forces, national law enforcement agencies and relevant strategic partners (including private sector), a more accurate picture of threats to people, communities and infrastructure could be developed and translated into preventative or protective action. The ultimate goal is to identify and respond to emerging threats and opportunities effectively and at the earliest possible opportunity.

## The College of Policing Ltd has received funding from the Police Transformation Fund (PTF) to commission a supplier to carry out research into the SIA capabilities of national policing and to compare these with the SIA capabilities of other UK law enforcement agencies and relevant organisations. A key part of this research is the identification of key similarities and differences as well as any examples of innovative or outstanding practice.

# DEFINITIONS

|  |  |
| --- | --- |
| **Expression or Acronym** | **Definition** |
| SIA | Means; Strategic Intelligence and Analysis. The collection and analysis of information relating to the changing nature of risk, threat and opportunity in an organisations operating environment, leading to the discovery and application of organisationally useful insights. |
| JSTAC | Means; Joint Slavery and Trafficking Analysis Centre. |
| JTAC | Means; Joint Terrorism Analysis Centre |
| NPCC | Means; National Police Chiefs’ Council |
| Investigative analysis | Means; Analysis of information that is of value to criminal investigations. |
| Tactical analysis | Means; Analysis of information relating to criminal methodologies, tools and tactics. |
| All-threats | Means; An approach to intelligence assessment that considers all potential threats to an organisation’s mission and operations. Can be contrasted to specific threat intelligence (e.g. terrorism). |
| MoRILE | Means; Management of Risk in Law Enforcement. MoRiLE aims to develop a common methodology and language for law enforcement business intelligence and risk modelling. |
| CIH | Means; Central Intelligence Hub |
| SOC | Means; Serious Organised Crime |
| NCA | Means; National Crime Agency |

# SCOPE OF REQUIREMENT

## The Supplier shall carry out research into the Strategic Intelligence & Analysis (SIA) capabilities of national policing and to compare these with the SIA capabilities of other UK law enforcement agencies and one government department or private sector organisation or industry. Specifically:

### Qualitative research aimed at describing existing SIA capabilities in national policing in England and Wales.

### Qualitative research aimed at describing existing SIA capabilities in three UK law enforcement agencies ([REDACTED TEXT]).

### Qualitative research aimed at describing SIA capabilities in one government department or private sector organisation or industry (this to be agreed by the supplier and the authority).

### Reporting of key findings, including the identification of any innovative or outstanding practice.

## The results of the research will be used by the Authority to inform decision-making about future SIA capabilities within national policing.

# THE REQUIREMENT

## The research should seek to describe the purpose, organisation and activities of existing SIA capabilities within national policing, three UK law enforcement bodies and one government department or private sector organisation or industry. In doing so it should address the following questions:

### Why was the function / capability established? What is its overarching purpose?

### How is the function / capability organised? Where does it sit in the organisation and how is it structured? What is the relationship with organisational leadership?

### What is the approach to governance / accountability?

### How is the function SIA work tasked, resourced and managed?

### What SIA products are produced? How is the quality of these products ensured? What is the approach to peer review?

### Who are the main customers of these products? How do they shape and use SIA products? To what extent do SIA products inform decision-making and action at local, regional and national levels?

### What innovative or outstanding practice currently exists? Why is it considered innovative / outstanding?

### Where innovative or outstanding practice exists, what are the main barriers to its wider uptake and effective use across the whole of the police service?

## The Authority requires The Supplier to conduct the following activities to take place as part of the research:

### For research on existing SIA capabilities in national policing:

#### At least 10 qualitative interviews with Heads of Analysis, senior / higher analysts and horizon scanners from a selection of urban and rural police forces.

#### Qualitative interviews with key individuals involved with the coordination of SIA work at a national level. This should include the NPCC Intelligence Lead, the NPCC Specialist Capabilities Programme Manager for Intelligence Analysis and the programme lead for MoRiLE. Additional interviewees will be agreed between the Authority and the Supplier.

#### At least two workshops or focus groups with analysts, intelligence officers and horizon scanners from a sample of urban and rural police forces.

### For research on SIA capabilities in UK law enforcement:

#### Qualitative interviews with senior members of staff [REDACTED TEXT].

#### At least one workshop or focus group with analysts, intelligence officers and horizon scanners from each of the above named organisations.

#### Benchmarking using relevant qualitative and quantitative data.

#### Document analysis of key policies and strategic plans.

### For research on SIA capabilities in UK government or private industry:

#### At least two qualitative interviews with senior members of staff in the chosen department or industry (to be agreed by the Supplier and the Authority).

#### At least one workshop or focus group with analysts, intelligence officers and horizon scanners from the chosen department / industry.

#### Benchmarking using relevant qualitative and quantitative data.

#### Document analysis of key policies and strategic plans.

## The Authority requires The Supplier to conduct the following reporting activity to take place:

### A final report, which clearly and coherently sets out the methodology, analytical framework and key findings from the research. The Supplier will work closely with the Authority to ensure that style; content and formatting of the summary report are appropriate for the Authority’s audience.

### A presentation or oral briefing to the commissioning Authority which sets out the studies key findings.

### A presentation or oral briefing at a stakeholder workshop to discuss practical implications of the research findings.

### Publication of relevant supporting evidence in the form of appendices.

# KEY MILESTONES AND DELIVERABLES

## The Supplier shall be able to commence work immediately upon appointment in March 2019. The Supplier shall be expected to participate in a project start up meeting soon after the contract has been awarded and no later than one (1) week from Contract Award. Thereafter, The Supplier shall progress the work in order to deliver the outputs to the timescales set out below.

## The Supplier shall note the following project milestones that the Authority will measure the quality of delivery against:

|  |  |  |
| --- | --- | --- |
| **Milestone/Deliverable** | **Description** | **Timeframe or Delivery Date** |
| 1 – Contract Award | Initial set up meeting (should be face-to-face at College of Policing offices) | Upon Contract Award |
| 2 – Data Collection Commences | Supplier begins to schedule fieldwork | Upon Contract Award |
| 3 – Data Collection Concludes | Fieldwork (interviews and focus groups/workshops) completed | Following Contract Award |
| 4 –High Quality Presentation and Slide-Pack | Summary of ‘top-line’ findings provided to the Authority in the form of a high quality presentation and slide-pack | By 29th March 2019 |
| 5 – Final Report | Final draft reported submitted to the Authority | By 15th April 2019 |
| 6 – Work Completed | Review and sign-off final report | By 18th April 2019 |

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## The Authority shall have the right to require The Supplier to include any reasonable changes or provisions during the Contract Period. A contract variation will be issued outlining any changes.

# MANAGEMENT INFORMATION/REPORTING

## For formal reporting requirements please see the following sections:

### Section 5 – The Requirement and;

### Section 6 – Key Milestones and Deliverables.

# VOLUMES

## The volumes for this procurement are identified within Section 5.

# CONTINUOUS IMPROVEMENT

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

## The Supplier shall present new ways of working to the Authority during Contract review meetings where applicable.

## 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.

# QUALITY

## The Supplier’s team completing this work will have experience in qualitative research and knowledge of strategic analysis and insight, preferably in a policing, law enforcement or public safety context.

## The Supplier’s team completing this work will be able to demonstrate excellent written and oral communication skills.

## The Supplier’s team completing this work will provide evidence of quality management systems in place detailing how they ensure data and deliverables are checked for errors.

## The Supplier’s team completing this work will have experience of producing practitioner-focused reports.

## All written deliverables and communication should be provided in plain English and checked for errors ahead of submission. Visualisation of data should be used where appropriate to aid audience understanding. Statistics and figures need to be checked.

## The Authority will not act as a quality checker for any outputs. The responsibility for quality assurance and submission of error-free outputs belongs to The Supplier.

## All reports submitted should provide a clear narrative and conclusions that are based on the data that has been collected. If there is a complicated picture involving a number of different parameters, the authors of the report should convey this information as clearly and as easily to understand as possible.

## Any implications that stem from the research should be practical for police force, College and Home Office audiences. All suggested implications should logically follow from the data and its analysis.

## The Supplier shall provide information relating to how the project will be managed to ensure that it progresses according to plan, with relevant updates provided as outlined in Section 7.

# STAFF AND CUSTOMER SERVICE

## The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service to all parties.

## The Supplier’s staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

## 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.

# SERVICE LEVELS AND PERFORMANCE

## The Authority will measure the quality of The Supplier’s delivery by:

|  |  |  |  |
| --- | --- | --- | --- |
| KPI/SLA | Service Area | KPI/SLA description | Target |
| 1 | Timescales | Adherence to the key milestones as set out in section 7. | 100% |
| 2 | Engagement | Weekly updates on the progress of the project. | 100% |
| 3 | Deliverables/outputs | High-quality final report. | 100% |
| 4 | Closure | Attendance at relevant meetings and events post submission of final report, to provide direct question/answer and feedback sessions to key stakeholders. | 100% |

## Where The Supplier fails more than three times over the duration of the Contract at any of the above KPI’s, the Authority will, in the first instance, seek a mutually agreeable resolution with the Authority. However, if this is not possible, the Authority reserves the right to terminate the agreement and seek alternative services.

# SECURITY AND CONFIDENTIALITY REQUIREMENTS

## The Supplier shall comply with the Authority’s Security Requirements Document (See Schedule 8). This document sets out the overall standard requirement. A security aspect letter will be drafted between the Supplier and Authority based on this document.

## The Supplier shall provide information detailing their compliance with the General Data Protection Regulation 2018 (GDPR) and all of the other applicable laws of England and Wales. This should include but not limited to, the security measures employed by the Supplier where personal data is stored (physical and digital measures); the policies and procedures in place to support the facilitation of GDPR compliance; the training provided to staff and its frequency, the ability to comply with individual’s rights under GDPR and the general compliance with the Data Protection principles listed under Article 5 of the GDPR.

## The Supplier shall provide information on data management and security in their bids, and supply details about team members who are vetted. If The Supplier is required to access any information classified as OFFICIAL or higher then The Supplier will be required to be vetted to Baseline clearance level (BPSS). See Data Schedule 7 within the Terms and Conditions.

## The Supplier shall guarantee that all material used in and generated by the research will be treated as entirely confidential and that the anonymity of all parties involved will be preserved entirely.

## The Supplier will be working directly with third parties and must comply with the data processing agreement established between the Supplier, the third party and the Authority.

## The Supplier shall meet the security and vetting requirements of the relevant third party in relation to site and systems access.

# INTELLECTUAL PROPERTY RIGHTS (IPR)

14.1 All intellectual property rights in any materials provided by the Authority to the Supplier for the purposes of this Agreement shall remain the property of the Authority but the Authority hereby grants The Supplier a royalty free, non-exclusive, non-sub-licensable and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.

14.2    In the event that The Supplier uses any third party copyright or other intellectual property in its performance of its obligations under the Agreement, it hereby represents, undertakes and warrants to the Authority that it shall possess and maintain all necessary licences, authorisations and consents for The Supplier and the Authority to use (with a right to sub license) such copyright or intellectual property for the purposes of this Agreement.

14.3    All intellectual property rights in any materials created or developed by The Supplier pursuant to this Agreement or arising as a result of the provision of the Services shall vest in the Authority and the Supplier hereby assigns by way of current assignment of future rights with full title guarantee free from any restrictions or third party right, all such Intellectual Property Rights to the Authority and undertakes to procure that any third party engaged by the Supplier to produce materials pursuant to this Agreement shall assign such Intellectual Property Rights to the Authority.

14.4   The Supplier shall indemnify, and keep indemnified, the Authority in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Authority as a result of or in connection with any claim made against the Authority for actual or alleged infringement of a third party’s intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff, agents or subcontractors (including students).

14.5 The Supplier shall obtain waivers of all moral rights in any materials created or developed by The Supplier pursuant to this Agreement or arising as a result of the provision of the Services to which any individual is now or may be at any future time entitled.

## The Supplier shall not furnish the name, trademark or proprietary indicia of the Authority, use as a reference, or utilise the name, trademark or proprietary indicia of the Authority, in any customer list, advertising, announcement, press release or promotional materials, including testimonials, quotations, case studies, and other endorsements. No exceptions are granted without the prior written consent of the Authority. Such consent to be granted or withheld is the sole and absolute discretion of the Authority.

## For the avoidance of doubt, this Clause 14 shall survive the expiry or earlier termination of this Agreement.

# CONTRACT MANAGEMENT

## An initial meeting between the Authority and The Supplier will take place at the Authority’s offices in London within one week of contract commencement.

## The Supplier shall keep in regular contact via email and telephone, providing progress updates on at least a fortnightly basis.

## Updates should include a brief summary of: actions completed since the last update and identify any issues or risks that have arisen since the last update.

## Attendance at Contract Review meetings shall be at the Supplier’s own expense.

# LOCATION

## The services will be carried out at The Supplier’s offices. Much of the work will be desk based although visits to the third party organisations included in the research will be necessary for the purposes of fieldwork. Attendance at meetings at the Authority’s offices (Westminster, London) will also be expected.

**Annex B**

**Supplier Proposal**

[REDACTED TEXT]

**Annex C**

**Supplier Pricing**

The below table sets out the maximum charges that the Authority will be charged by The Supplier for the entire contract term:

[REDACTED TEXT]