

DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: Letter of Appointment

Dear Sirs

Letter of Appointment

This letter of Appointment dated 11th February 2020 is issued in accordance with the provisions of the DPS Agreement (RM6018) between CCS and the Supplier.

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

Order Number:	TBC
From:	Cabinet Office ("Customer")
To:	Ipsos MORI UK Ltd ("Supplier")

Effective Date:	17 th February 2020
Expiry Date:	End date 31 st March 2022

Services required:	Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by: <ul style="list-style-type: none">· the Customer's Project Specification attached at Annex A and the Supplier's Proposal attached at Annex B; and
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Key Individuals:	Supplier: ALL REDACTED Customer: ALL REDACTED
[Guarantor(s)]	N/A

Contract Charges (including any applicable discount(s), but excluding VAT):	The contract charge is up to a maximum of £550,000.00 (Exc VAT). The specific value will depend on the scope, quantity, frequency and prices of different work packages the Customer will commission from the Supplier during the contract period. (See Part 3 – Supplier Costings, of this document for details. This shows the maximum day rates the Supplier will charge for various staff graded, under contract).
Insurance Requirements	Additional public liability insurance to cover all risks in the performance of the Contract, with a minimum limit of £1 million for each individual claim
Liability Requirements	Supplier's limitation of Liability (Clause Error! Reference source not found. of the Contract Terms);
Customer billing address for invoicing:	Cabinet Office, REDACTED

GDPR	See Schedule 7 Processing, Personal Data and Data Subjects
Alternative and/or additional provisions (including Schedule 8(Additional clauses)):	N/A

FORMATION OF CONTRACT

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Supplier agrees to enter a Contract with the Customer to provide the Services in accordance with the terms of this letter and the Contract Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Contract Terms.

The Parties hereby acknowledge and agree that this Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Supplier within two (2) Working Days from such receipt

For and on behalf of the Supplier:

For and on behalf of the Customer:

Name and Title: REDACTED

Name and Title: REDACTED

Signature: REDACTED

Signature: REDACTED

Date:

Date:

ANNEX A

Customer Project Specification

1. BACKGROUND TO THE CONTRACTING AUTHORITY
 - 1.1 The National Leadership Centre (NLC) (part of Cabinet Office) was established in October 2018, following the recommendations of the Public Services Leadership Taskforce, chaired by REDACTED.
 - 1.2 The NLC helps leaders work together to improve public services. These leaders are CEO-equivalent, or those two to three years away from the most senior role in their public service organisation. A core part of the NLC's mission is to support these public service leaders to deliver more effective systems leadership - collaborating across organisational, geographical, and sectoral boundaries across the public sector system.
 - 1.3 The Centre does this through three core activities:
 - 1.3.1 Programme: aims to enhance leadership qualities that equip leaders with the behaviours, skills and confidence to improve outcomes. The Programme attracts c. 100 participants each year who each attend three residential modules.
 - 1.3.2 Network: aims to give leaders access to a broad network of peers, with the ability to find mentors and identify job opportunities, and to share best practice, innovative solutions and approaches to problem-solving. We have developed a digital platform through which leaders can connect with one another and are running a series of regional and national events to bring them together in person.
 - 1.3.3 Research: ambition is to become a global hub of public sector leadership data, high quality research, and lessons learnt to drive a better understanding of the relationship between public service leadership and productivity. We will do this by engaging with subject-matter experts, leveraging the existing evidence base and, where appropriate, commissioning new research to fill known research gaps.
 - 1.4 NLC may be referred to as the Authority / Contracting Authority for the remainder of this document.
2. OVERVIEW OF THE REQUIREMENT
 - 2.1 This requirement aims to support the NLC's ambition to become a global research hub. It will enable the NLC to rapidly build its evidence base and respond quickly new requests for evidence. The NLC has been set up as a three year pilot, and as such, it is important that the Centre maximises its impact during this period and delivers tangibles outputs at pace.
 - 2.2 Through research the Authority will:
 - 2.2.1 Bring together existing evidence and data on public sector leadership;
 - 2.2.2 Investigate the relationship between leadership and public service outcomes;
 - 2.2.3 Generate new evidence to address current gaps in knowledge and to respond to changing priorities.
 - 2.3 The Authority will share research findings with its stakeholders and use them to shape its own activities thereby ensuring that these activities are informed by the latest evidence and can best support its stakeholders.
 - 2.3.1 Specifically, wherever possible and appropriate, the Supplier will work in the open through regular communication with stakeholders, via channels such as blogposts, week notes and

social media, which set out progress to date and clearly communicate actions needed to take the work forward.

- 2.4 The Authority's primary stakeholders are the most senior public servants across England (CEO-equivalent). They and their organisations will need to be able to respond quickly to changes in the political and social spheres. To support them effectively, the NLC also needs to be agile, quickly bringing together and sharing evidence on the latest challenges and opportunities facing the public sector. To do this NLC must be able to access high quality, robust evidence at pace.
- 2.5 This Contract will enable the NLC to expedite the research commissioning process. It will help the Centre to quickly access relevant subject matter and methodological expertise, and respond effectively to the changing context in which it and its stakeholders operate.
- 2.6 The Authority is looking to appoint a partner with expertise in the full range of social research methods, and capacity to deliver multiple projects simultaneously as required.
- 2.7 The partner must also have a strong track record in working in partnership with other third parties including academics, other research consultancies and expert practitioners in other fields. The Authority is looking for an organisation that can both collaborate effectively with these partners and can manage and deliver through others.

The Authority welcomes bids from consortia, but expects that the appointed Supplier – whether a sole organisation or consortium – will need to engage and partner with other third parties for some projects commissioned via this Contract.

3. DEFINITIONS

Expression or Acronym	Definition
NLC	means National Leadership Centre
The Centre	means National Leadership Centre
Public Sector	means central government, local government, public service providers (e.g. NHS, emergency services, education) and public corporations.
Senior leaders	means CEO-equivalent level (e.g. Civil Service Permanent Secretary, 3-star Military General, Police Chief Constable, University Vice Chancellor).
Authority	means National Leadership Centre.
Supplier	means organisation / consortium that is awarded the Contract via this tendering exercise.
Tenderer	means organisations / consortia that respond to this tendering exercise.

4. SCOPE OF REQUIREMENT

4.1 Methodological Expertise

4.2 The Authority is looking to appoint a partner with expertise in the full range of social research methods, and capacity to deliver multiple projects simultaneously as required. Methodological expertise required includes:

- 4.2.1 Qualitative and quantitative research design, delivery, analysis and reporting.
- 4.2.2 Project design and management.

- 4.2.3 Sample design.
- 4.2.4 Participant recruitment.
- 4.2.5 Development of research tools including, but not limited to:
 - (a) Recruitment questionnaires
 - (b) Topic guides
 - (c) Surveys
 - (d) Diaries, life books and journals
- 4.2.6 Fieldwork – face-to-face, telephone and online (qualitative and quantitative) including, but not limited to:
 - (a) Focus groups, depth and paired depth interviews
 - (b) Online focus groups and communities
 - (c) Deliberative workshops
 - (d) Participant observation / ethnography
 - (e) Questionnaire design and administration
 - (f) Diaries and life books
- 4.2.7 Primary and secondary data analysis and reporting including, but not limited to:
 - (a) Qualitative analysis
 - (b) Thematic analysis
 - (c) Descriptive statistics
 - (d) Multivariate analysis and statistical modelling
 - (e) Segmentation
 - (f) Data visualisation
 - (g) Triangulation of data from different sources (including desk research and secondary data analysis)
- 4.2.8 Desk research
- 4.2.9 Literature reviews
- 4.2.10 Rapid Evidence Assessments
- 4.2.11 Evidence Base Reviews
- 4.2.12 Systematic Reviews
- 4.3 The NLC's core target audience – the most senior public service leaders in England – is a small population (c. 1300). These individuals can be hard to reach and are often time poor. They are

also the key audience for the NLC's other research activities, leadership programmes, events and communications. The NLC is aware of the need to be cautious regarding frequency of contact with this audience, especially whilst the Centre is still becoming established so as to neither overburden them nor alienate them. Consequently, it will not always be possible to answer emerging research questions using primary research with this audience. The Supplier may therefore, on occasion, need to consider ways to meet the NLC's research questions other than via primary research with its core target audience.

4.4 International research

4.5 It is likely that the NLC will need to engage research participants in foreign markets. Currently the sphere of interest and influence extends to Europe, Asia and Australasia. In time, this is expected to expand to include North, Central and South America and Africa.

4.6 Whilst the Authority does not expect international research to account for a large proportion of work delivered through this Contract, it requires the flexibility to commission international fieldwork quickly and efficiently.

4.7 Tenderers are therefore required to demonstrate their ability and experience in delivering qualitative and quantitative research in international markets, either via their own organisation or through partnerships with third parties.

4.8 Partnership working

4.9 The Supplier must have a strong track record in working in partnership with other third parties including academics, other research consultancies and expert practitioners in other fields. The Authority is looking for an organisation that can both collaborate effectively with these partners and can manage and deliver through others.

4.10 The Supplier will act as the lead contractor and manage the relationship with any sub-contractors. In some instances, relevant sub-contractors may be identified by the NLC. For other projects we will look to the Supplier to identify and engage with relevant third parties in order to deliver the work.

4.11 The relationship between the Supplier and any sub-contractors will vary depending on the nature of the project. It is expected that the following models may need to be deployed for different projects:

4.11.1 Supplier is the sole delivery partner.

4.11.2 The Supplier sub-contracts specific elements of a project to a third party to deliver.

4.11.3 The Supplier works alongside one or more third parties to jointly design and deliver the work.

4.11.4 The Supplier sub-contracts the entire project to one or more third parties and manages the project on behalf of the Authority.

4.12 The ability to meet this need will need to be evidenced in the bid. See Questionnaire 5 within the Attachment 2 – How to bid document, for details.

4.13 Areas of Research Interest

4.14 There are four key areas of research in which the NLC is interested:

4.14.1 Public Sector Leadership.

4.14.2 Systems Leadership.

- 4.14.3 Impact of leadership on outcomes.
- 4.14.4 Engaging senior leaders.
- 4.15 More detail on each of these areas is included in the Authority's draft "Areas of Research Interest" document which is at Annex A of the tender documents. Whilst this list of questions are neither exhaustive nor of exclusive interest, they should give Tenderers an indication of the subject areas in which the Authority is interested.
- 4.16 The Authority will be looking for evidence that Tenderers have relevant experience, expertise and/or partnerships to help the Authority address some of these research questions.

5. THE REQUIREMENT

- 5.1 The Contract will be for a period of three years and/or a maximum value of £550k excluding VAT, depending on which threshold is reached first. There may be potential to extend the value and/or length of the Contract should these thresholds be reached early on in the relationship.
- 5.2 There will be option for a break point on each Contract anniversary date. At these points a formal review of the Contract will take place. Both the Authority and the Supplier will assess how well the Contract is working, consider the value in continuing it and what, if any, refinements are required to enhance ways of working.
- 5.3 The Contract should enable the NLC to quickly commission ad-hoc research which may need to delivered at pace. NLC expects the commissioning process for individual projects delivered under the Contract to include the following steps, but are open to suggestions from Tenderers:
 - 5.3.1 NLC to draft and share with the Supplier a short proposal setting out the requirement.
 - 5.3.2 Supplier to respond with a proposed approach to meet the requirement including:
 - 5.3.2.1 Sample and methodology.
 - 5.3.2.2 Team who will deliver the requirement including details of any sub-contractors and their relevant expertise.
 - 5.3.2.3 Resource requirements.
 - 5.3.2.4 Timescales and key deliverables.
 - 5.3.2.5 Approach to project management including governance arrangements, how relations with sub-contractors will be managed, and plans to engage with the NLC.
 - 5.3.2.6 Risks and mitigation activity.
 - 5.3.2.7 Cost.
 - 5.3.3 Authority and Supplier to iterate and formally agree the final approach, project plan and deliverables.
 - 5.3.4 Authority and Supplier to monitor progress and adjust plans if necessary in response to changing requirements.
- 5.4 All data underlying the research must be made available for reuse – with the appropriate safeguards around personal and otherwise sensitive information, the data must either be shared with the Authority, or published openly, under licenses that permit reuse. Where data from existing sources are reused, the original sources must be clearly signposted and any data sharing agreements clearly noted.

5.5 The Supplier will also demonstrate how its approach to working openly with the Centre and any sub-contracted partners will leave the Centre better-placed to put insights from the growing evidence base into action. This may be by working with the Centre to raise its overall research capability as a team.

6. Key milestones and Deliverables

The following Contract milestones/deliverables shall apply:

Milestone/ Deliverable	Description	Timeframe or Delivery Date
1	Inception meeting to discuss and agree ways of working	Within week 1 of Contract Award
2	Supplier to draft templates that will be used by the Authority and Supplier when commissioning individual projects	Within week 2 of Contract Award
3	Forward look of potential research projects to be generated	Within week 3 of Contract Award
4	First Contract Review meeting	No later than 3/6 months after Contract Award

7. MANAGEMENT INFORMATION/REPORTING

7.1 Two levels of management information and reporting will be required for this Contract. The first will be in relation to the overall Contract, the second will be in regard to individual projects commissioned via the Contract.

7.2 With regard to overall Contract, it is expected that the Authority and Supplier will meet:

7.2.1 Monthly to discuss and agree the pipeline of work and consider the progress of any live projects being delivered via the Contract.

7.2.2 Quarterly to formally review how the Contract is working – including spend against the budget – and identify opportunities for improvement.

7.3 Management information and reporting requirements for individual projects will be agreed as part of the commissioning process. It is expected that the Supplier will provide regular updates to the Authority throughout the life of the project and that there may be more formal meetings at key milestones / decision points.

7.4 It is expected that the Supplier will work in an open, transparent and collaborative way and routinely share key information and documentation with the Authority.

8. CONTINUOUS IMPROVEMENT

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

8.2 The Supplier should present new ways of working to the Authority during quarterly Contract review meetings.

8.3 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.

9. SUSTAINABILITY

- 9.1 The Supplier should demonstrate how it plans to maximise sustainability when delivering the requirements of the Contract through measures including reducing printing to a bare minimum, holding meetings virtually to minimise travel, when transferring knowledge at the end of the each project and the Contract as a whole.

10. QUALITY

- 10.1 The Authority is committed to delivering high quality, robust social research which can potentially stand up to academic peer review. This must be balanced against the need to conduct and deliver research at pace and maximise value for money from this Contract.
- 10.2 The Supplier should demonstrate how it will balance time, cost and quality when scoping individual projects and ensuring that the Authority understands potential trade-offs.
- 10.3 The Authority also expects bids to include information about the Tenderer's quality assurance procedures, and any arrangements for managing and assuring the quality of work sub-contracted under this Contract.

11. STAFF AND CUSTOMER SERVICE

- 11.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 11.2 The Supplier shall inform the Authority of a single point of contact, and who has overall responsibility for this Contract and oversight of all projects commissioned via it. This individual will ensure that relevant customer service and quality standards are understood and adhered to by staff and sub-contractors delivering elements of this Contract. The individual will also notify the Authority of any change to these arrangements.
- 12.3 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 12.4 Any sub-contractors assigned to the Contract by the Supplier shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 12.5 The Supplier shall ensure that staff and any sub-contractors employed understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.
- 12.6 The Supplier shall demonstrate that they have sufficient capacity and relevant experience and expertise to meet the requirements of this Contract. They will provide a details of the size and make up of their team, including members of their wider consortium or existing partners, and of any relevant processes to manage staff turnover and annual/sick leave.

13. SERVICE LEVELS AND PERFORMANCE

13.1 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	Responsiveness	For individual projects, the Supplier will provide a full proposal to the Authority within 5 working days of the receiving the formal brief.	95%
2	Capacity	The Supplier will commence new projects within 10 working days of receiving a formal brief from the Authority.	95%
3	Capability	The Supplier must be able to assemble project teams with relevant subject-matter and/or methodological expertise. This should be demonstrated within responses to the Authority's formal project briefs.	100%
4	Project delivery	Final deliverables for each project will be submitted to the Authority within 1 week of timings indicated in the Supplier's proposal, unless otherwise agreed.	100%
5	Value for Money	A consistent approach is taken to resourcing projects of similar scope. Clear rationale is provided when the Supplier needs to diverge from this (e.g. due to complexity of a particular requirement).	100%

- 13.2 For the purposes of contract monitoring, representatives of the Supplier's organisation will routinely report to the Authority's Designated Officer on the performance of the Contract.
- 13.3 Where the Authority 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 5 working days from the date of notification at the Authority's premises.
- 13.4 The Supplier shall be required to provide a full incident report which describes the issues and identifies the causes. The Supplier will also be required to prepare a full and robust 'Service Improvement Action Plan' which sets out its proposals to remedy the service failure. The Service Improvement Plan shall be subject to amendment following the performance review meeting and agreed by both parties prior to implementation.
- 13.5 The Authority 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.
- 13.6 Where the Supplier fails to provide a Service Improvement Plan or fails to deliver the agreed Service Improvement Plan to the required standard, the Authority reserves the right to seek early termination of the Contract in accordance with the procedures set out in Attachment 5 - Contract Terms.
- 13.7 The Supplier is responsible for the performance of the Contract by any sub-contractors or other agents working on their behalf. The Supplier is to manage any issues relating to any sub-contractors or other agents working on behalf of the Supplier, this however does not exclude sub-contractors or other agents working on behalf of the Supplier from attending any Contract Monitoring meeting or contributing to any report where it is appropriate for such sub-contractors or other agents to do so.

13.8 If any sub-contractors or other agents working on behalf of the Supplier are found unsuitable, for whatever reason, the Supplier is to engage with the relevant sub-contractors or other agents to broker a resolution.

13.9 INTELLECTUAL PROPERTY RIGHTS

13.10 The Supplier will assign to the Authority all Intellectual Property Rights (IPR) for all Project Specific materials and outputs / deliverables provided under contract. The Supplier must not use any Project Specific materials, contractual outputs / deliverables for its own, or any other purposes, without the Authority's written permission.

14. PAYMENT AND INVOICING

14.1 The Supplier will invoice the Authority quarterly in arrears for the cost of any contractual deliverables provided during the previous three months.

14.2 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

14.3 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. The Supplier should provide the Authority with a draft invoice detailing this for agreement before formally submitting it for payment. The Authority will notify the Supplier as to when it is appropriate to submit the final invoice for payment. Submitting the invoice in advance of this could result in delayed payment.

14.4 Invoices should be submitted by post to: Cabinet Office, REDACTED and by email to REDACTED copying in the Authority's Senior Data Advisor REDACTED and REDACTED

14.5 Any travel and subsistence expenses incurred during provision of contracted services, including overseas, can be claimed by the Supplier in accordance with the Authority's Travel and Subsistence policy. Such expenses must be reasonably and necessarily incurred with due regard for economy, supported by receipts and agreed in advance with the Authority. A copy of the Authority's Travel and Subsistence policy will be provided to the Supplier, following contract award.

15. CONTRACT MANAGEMENT

15.1 Within the Authority's organisation, the overall Contract will be managed by the Authority's Senior Data Advisor. Management of individual projects commissioned via the Contract will be determined on a case-by-case basis.

15.2 Attendance at Contract Review meetings for individual projects and any other meetings, shall be at the Supplier's own expense.

16. LOCATION

16.1 The Services will be managed from the Supplier's premises.

ANNEX B

Supplier Proposal

REDACTED

Part 2: Contract Terms

Please refer to copy of Terms and Conditions of Contract provided separately.

Part 3: Supplier Costings

REDACTED

For the avoidance of doubt, the contract value is up to a maximum of £550,000.00 including all expenses but excluding VAT). The specific value will depend on the scope, quantity, frequency and prices of different work packages the Customer will commission from the Supplier during the contract period.