

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

### Part 1: Letter of Appointment

**REDACTED**

#### Letter of Appointment

This letter of Appointment dated 28/01/20, 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:	CCZZ19A69
From:	The Ministry of Housing, Communities and Local Government ("Customer")
To:	IFF Research Ltd ("Supplier")

Effective Date:	05/02/20
Expiry Date:	End date of Initial Period 04/08/20 There is no option to extend.

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

<p>Contract Charges (including any applicable discount(s), but excluding VAT):</p>	<p>Day Rates:</p> <p><b>REDACTED</b></p> <p>Capped Costs:</p> <p>The total contract value (ex VAT) is £84,950.00.</p> <p>The Capped costs submitted will form part of the contract, and will also be used to benchmark costs for any similar ad-hoc requirements.</p> <p>Day rates submitted shall include travel, subsistence, lodging and related expenses as per the Terms and Conditions of RM6018 Research Marketplace.</p>
<p>Insurance Requirements</p>	<p>Please refer to Framework RM6018 Research Marketplace Dynamic Purchasing System terms and conditions.</p>
<p>Liability Requirements</p>	<p><b>Suppliers limitation of Liability</b> (Clause <b>Error! Reference source not found.</b> of the Contract Terms);</p> <p>Please refer to Framework RM6018 Research Marketplace Dynamic Purchasing System terms and conditions.</p>
<p>Customer billing address for invoicing:</p>	<p>The payment method for this Call-Off Contract is by bank transfer. The Customer will pay the Supplier within 30 days of receipt of a valid invoice.</p> <p>Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables. These products and deliverables shall be agreed between the Customer and the Supplier as part of contract discussions.</p>

GDPR		<b>Description</b>	<b>Details</b>
		Subject matter of the processing	<p><i>Subject matter is composed in two areas:</i></p> <ul style="list-style-type: none"> <li>1. Data collated by the supplier as part of this research commission, which will primarily consist of qualitative data from the outcome of interviews the supplier will conduct. The outcome of the interviews will be attributable to the respondent.</li> <li>2. Data provided by the authority to the supplier, which will primarily relate to sensitive policy documents outlining the design and operation of the Housing Infrastructure Fund (HIF), and data related to business cases from local authorities submitted either at Expression of Interest or Final Business Case stage of the fund.</li> </ul>
		Duration of the processing	Start date of contract, plus no longer than 3 months after the agreed completion date for the research.
		Nature and purposes of the processing	<p><i>The purpose of processing category 1 is to inform the design of the HIF evaluation, by conducting interviews with key stakeholders on operation, decision making and design of the fund.</i></p> <p><i>The purpose of processing category 2 is to inform the design of the HIF evaluation, by considering data available in business cases, key metrics and outcomes decision making was based on, so the HIF evaluation can explore monitoring and evaluating these areas.</i></p> <p><i>The purpose of this processing will then be to inform and design the approach to the HIF process and impact evaluation which will be disseminated in a report published by the Authority. All data used during this research commission is remain anonymous in the final report.</i></p>
		Type of Personal Data	<ul style="list-style-type: none"> <li>Name, stakeholder interest in HIF, job title, work email address, work phone number.</li> <li>Other data is not personal but is officially and commercially sensitive, because it contains information and data on commercial viability of projects and off assessments of their deliverability, strategic assessment, value for money.</li> </ul>
		Categories of Data Subject	<ul style="list-style-type: none"> <li>Officials in government and government agencies.</li> <li>External consultancy companies involved in support of delivering HIF.</li> </ul>
		Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	All data collated by the supplier as part of the research commission should be securely sent to the authority, no later than 3 months after the agreed completion date for the research. Thereafter, copies held by the supplier should be destroyed, but the authority will retain the master copies for purposes of the HIF evaluation.
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: **REDACTED**

Date: **REDACTED**

## ANNEX A

### Customer Project Specification

#### 1. Definitions

Expression or Acronym	Definition
Additionality	The increased production of housing services (in this case the greater number of new homes) as a result of the policy, over and above what would have been produced in its absence
DfT	Department for Transport
FF	Forward Funding
FOI	Freedom of Information Act
HIF	Housing Infrastructure Fund
M&E	Monitoring and Evaluation
The Customer	Ministry of Housing, Communities and Local Government
MVF	Marginal Viability Fund
NAO	National Audit Office
VfM	Value for Money
ToC	Theory of Change

#### 2. Scope of requirement

- 2.1 The scoping study should set out what monitoring and evaluation will be required to identify the effectiveness and value of money of FF in achieving overall housing policy objectives. For individual projects within the programme, both housing and infrastructure objectives should be addressed.
- 2.2 Scoping work should ensure that the monitoring and evaluation design will deliver both formative and summative evidence.
- 2.3 Formative evidence about delivery of the programme, which will identify how effective the mechanisms are for developing proposals, awarding grants, creating collaborative relationships between stakeholders to support delivery and overseeing the delivery of funded projects. These formative findings will be used to inform and improve the implementation of the programme by feeding lessons learned back into policy design. This evidence can be collected and shared early in the life of the programme (for example, in 2020-21).
- 2.4 Summative evidence about the outcomes that are achieved by the programme, identifying to what extent these correspond with the intended outcomes, can be attributed to the FF, are additional to what would have happened without the programme, and represent good value for money. This evidence is required for accountability purposes and to inform the design of future housing programmes. The findings should be collected and reported at regular intervals during and following implementation of FF projects to identify to what extent their objectives have been achieved, up until their full effects can be observed (expected to be about five years after implementation, i.e. until the mid-2030s and beyond).
- 2.5 The scoping study will be delivered through five workstreams and outputs:

- 2.6 A detailed **theory of change** for the FF that reflects its objectives and early implementation plans and activity; this is expected to take the form of a suite of logic maps that illustrate how the programme seeks to achieve its outcomes and can be used to support policy development and evaluation planning.
- 2.7 A **central monitoring framework** that sets out recommendations for what data will need to be collected by the Customer, its agencies, other government departments (such as DfT) and an evaluation Supplier, and at which points in time, in order to facilitate effective monitoring and evaluation for the programme as a whole.
- 2.8 A **local monitoring and evaluation specification** that sets out what work will need to be conducted by local authorities, building from their appraisal and business case assumptions, to identify to what extent their projects are meeting their objectives and contributing to the objectives of the FF. This should incorporate monitoring work that has already been specified by the Customer and Homes England, and reflect existing guidance where applicable (e.g. DfT guidance for monitoring and evaluation of transport infrastructure schemes<sup>1</sup>).
- 2.9 An **impact evaluation scoping report** that considers a range of evaluation approaches, including quasi-experimental and theory-based methods and recommends a feasible, costed and timetabled optimal design for a multi-year study to identify the additionality of the FF and its value for money. As a minimum, the Customer would expect theory-based impact evaluation and where possible, counterfactual impact evaluation.
- 2.10 A **process evaluation scoping report** that recommends a feasible, costed and timetabled optimal design for a multi-year study to identify how well the mechanisms of the FF are working and identifies implementation lessons throughout the lifetime of FF and future programmes, based on consultations with stakeholders about their information needs.
- 2.11 Some preliminary evaluation scoping work has been carried out by the Customer with support from its partners, including the What Works Centre for Local Economic Growth (WWCfLEG). The Customer has identified data sources and key metrics for monitoring and has explored options for quantitative analysis to identify the additionality of the FF. However, it should be noted that this work is in its early stages and primarily notes the methodology constraints in potential methods for the impact evaluation rather than finding solutions to them. In addition, the Customer may retain What Works Centre for Local Economic Growth involvement with the study as a source of advice and peer review.
- 2.12 The scoping study should identify how the analysis used to support business cases for funded projects can be carried forward so that it informs both the central monitoring framework (output 2) and the local framework (output 3). This should ensure that projects are evaluated against their intended objectives,

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<sup>1</sup> DfT approach to local authority major schemes: monitoring and evaluation framework <https://www.gov.uk/government/publications/monitoring-and-evaluation-framework-for-local-authority-major-schemes>

particularly their objectives for housing delivery. This approach reflects good practice in linking appraisal and evaluation<sup>2</sup>.

- 2.13 Following completion of this scoping study, the Customer expects to appoint an evaluation contractor (via a separate tender competition) to deliver a full evaluation, as a multi-year programme of work. The contractor would, in conjunction with Homes England, support the delivery of the central monitoring framework (output 2 of this study), support local authorities to implement a local monitoring and evaluation framework for their projects (output 3) and conduct the associated impact evaluation (output 4) and process evaluation (output 5). This scoping study should assign, through a process of consultation with the Customer and its stakeholders, monitoring and evaluation activities to the level where they will be conducted most effectively, balancing the requirements for robust data collection with the burden on local authorities. It may be necessary to assign some of the more technically challenging monitoring activities to the central framework, to ensure that they can be delivered consistently and to a high standard, while the local specification includes activity that can feasibly be covered well at a local level.
- 2.14 The Customer wishes to minimise burdens on local authorities so, where measures need to be collected by them, the Supplier should ensure that this can be done in as easily as possible way with clear templates and instructions provided so that the information can be collected in a consistent and efficient way. This will provide the basis for developing the local monitoring and evaluation framework (output 3).
- 2.15 The Supplier must ensure coherence between all five outputs and lay the foundations for a coherent evidence base that will be used to assess the impact of the programme.
- 2.16 The Supplier must also manage a process by which the Customer and its partners and stakeholders are properly consulted.

### **3. The Requirement**

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<sup>2</sup> See DfT report 'Strengthening the links between appraisal and evaluation'  
<https://www.gov.uk/government/publications/strengthening-the-links-between-appraisal-and-evaluation>

#### **4. Key Milestones and Deliverables**

REDACTED

#### **5. Management Information/Reporting**

5.1 The Supplier will be expected to participate in face-to-face meetings when steering and technical groups are convened, and additionally when agreed between Supplier and the Customer. Meetings will take place at the Customer's offices in Westminster.

5.2 In addition, the Supplier's Project Manager will give a weekly update on progress by phone to the Customer.

#### **6. Volumes**

6.1 This is a single Contract of six (6) months duration.

#### **7. Continuous improvement**

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

7.2 The Supplier should present new ways of working to the Customer during contract review meetings.

7.3 Changes to the way in which the Services are to be delivered must be brought to the Customer's attention and agreed prior to any changes being implemented.

#### **8. Sustainability**

8.1 The Supplier will be expected to have in place appropriate internal sustainability policies and procedures.

#### **9. Quality**

9.1 The Supplier should take into account learning and good practice from the What Works Centre for Local Economic Growth and the NAO, the Green Book<sup>3</sup> and Magenta Book<sup>4</sup> techniques.

9.2 Where possible, there is a requirement to obtain evaluation evidence at higher than Level 3 on the Maryland Scale.

9.3 The Government Social Research (GSR) Publication Protocol requires that social research outputs must be published within three months of receiving the final report. All publications must continue to meet the six-month FOI deadline.

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<sup>3</sup> The Green Book:

<https://www.gov.uk/government/publications/the-green-book-appraisal-and-evaluation-in-central-government>

<sup>4</sup> The Magenta Book: <https://www.gov.uk/government/publications/the-magenta-book>

- 9.4 All reporting and guidance produced must be of publishable standard. Reports, papers and guidance are expected to have been proof read before submission to MHCLG. Report templates will be provided.

**10. Staff and Customer Service**

- 10.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 10.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 10.3 The Supplier shall ensure that staff understand the Customer's vision and objectives and will provide excellent customer service to the Customer throughout the duration of the Contract.
- 10.4 The Supplier must demonstrate that their team has the necessary range of skills and knowledge.

**11. Service levels and performance**

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

KPI/SLA	Service Area	KPI/SLA description	Target
1	Engagement Plan and advance papers.	Advance papers to be delivered to timescales set out in Paragraph 4.2 of this Statement of Requirements.  Provide the Customer and its partners opportunity to be consulted and to sign off reports and guidance.  Attending steering group meetings and be prepared to lead discussions and set agendas.	100%
2	Quality of papers, reports and guidance.	Provision of papers, reports and guidance in accordance with the Quality criteria detailed in Section 9 of this Statement of Requirements and meeting the requirements of this tender.	90%
3	Progress reporting.	The Customer expects progress reports between Supplier project manager and Customer project manager every 2 weeks, or more frequently if required.	100%
4	Handover	Supports the Customer with handover to the Successful Supplier of the National Evaluation.	100%

11.2 The Customer will monitor the work of the Supplier throughout the Research Project through regular contact between the Supplier and the Customer's day-to-day contact.

11.3 In the event of poor performance through the failure to deliver KPIs to time and of appropriate quality, the Customer shall meet with the Supplier to understand the root causes of the issue. The Supplier shall formulate a Performance Improvement Plan to rectify these issues and meet the requirements stated.

- 11.4 The Customer may, without prejudice to any other rights and remedies under this Contract, withhold or reduce payments in the event of unsatisfactory performance.
- 11.5 The Customer reserves the right to terminate the contract early if poor performance continues. The Supplier would receive formal written warnings and would receive 3 months' notice if the contract termination was to be initiated.
- 11.6 The Customer will manage poor performance by the Supplier as set out in section 11 and in line with the terms and conditions of the resultant contract.

## **12. Security and Confidentiality requirements**

- 12.1 The research will take place offsite. However, it should be noted that the Supplier will need to attend meetings at **REDACTED** Street where photo ID is required and bags and people are scanned.

## **13. Payment and Invoicing**

- 13.1 The payment method for this Call-Off Contract is by bank transfer. The Customer will pay the Supplier within 30 days of receipt of a valid invoice.
- 13.2 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables. These products and deliverables shall be agreed between the Customer and the Supplier as part of contract discussions once a preferred supplier has been appointed.
- 13.3 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 13.4 All invoices must be specific to charges agreed at the end of each milestone. Other information such as: Purchase Order number, project reference, period of work, and number of days worked, invoiced amount, VAT shall also be included on each invoice.

## **14. CONTRACT MANAGEMENT**

- 14.1 The Supplier will be expected to attend the Steering Group meetings at each agreed review point, or if there are particular issues that need to be addressed.
- 14.2 At each review point, the Steering Group will assess whether outputs meet satisfactory standards before the work can proceed to the next stage. The dates of these meetings will be set and agreed between the Steering Group and the Supplier once in post.
- 14.3 There will be a final review once all outputs have been completed, at which the Steering Group will assess overall progress including the final report.
- 14.4 Attendance at Contract Review meetings shall be at the Supplier's own expense.
- 14.5 The Supplier will be required to produce a risk management plan and manage appropriately all associated Contract risks in alignment to the plan throughout the Contract duration.

**15. Location**

15.1 The Services will be carried out at the Supplier's location.

**Annex 1: HIF Evaluation Scoping study: Forward Fund Draft Logic Model**

**REDACTED**

**ANNEX B**  
**Supplier Proposal**  
**REDACTED**

**Part 2: Contract Terms**



**Contract Terms v6.0**

Please see Contract Terms and Conditions