

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

### Part 1: Letter of Appointment

Cabinet Office,  
REDACTED

Dear Sirs

### Letter of Appointment

This letter of Appointment dated 27.02.2020, 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:	CCZZ19A85
From:	Cabinet Office ("Customer")
To:	Frontier Economics Ltd ("Supplier")

Effective Date:	02.03.2020
Expiry Date:	End date of Initial Period: Three (3) months ending 01.06.2020 End date of Maximum Extension Period: Further three (3) months: 30.09.2020 Minimum written notice to Supplier in respect of extension: thirty (30) days' notice.

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.
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Key Individuals:	REDACTED
Guarantor(s)	N/A

Contract Charges (including any applicable discount(s), but excluding VAT):	£98.649.00 maximum Contract value for the initial term and optional extension.
Insurance Requirements	<p>The Supplier shall hold and maintain the following insurances in relation to the performance of its obligations under this DPS Agreement and any public liability insurance to cover all risks in the performance of this DPS Agreement and any Contract, with a minimum limit of (£1,000,000.00) million for each individual claim.</p> <ul style="list-style-type: none"> <li>• Employers' liability insurance with a minimum limit of indemnity as required by Law.</li> <li>• 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.</li> </ul>
Liability Requirements	<b>Suppliers limitation of Liability</b> (Clause 18.2 of the Contract Terms);
Customer billing address for invoicing:	<p>REDACTED</p> <p>Payment can only be made following satisfactory delivery of pre agreed certified products and deliverables.</p> <p>Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.</p> <p>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 Authorities point of contact. Further detail should then be provided on the reasons for the increase in budget, and options for what can be delivered within the original amount. The Authority shall then decide on how to proceed.</p>

GDPR	See Schedule 7 of the Terms and Conditions.
Alternative and/or additional provisions (including Schedule 8(Additional clauses)):	None.

## 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

## ANNEX A

### Customer Project Specification

#### DEFINITIONS

Expression or Acronym	Definition
Geospatial Commission (GC)	The Commission is an enduring, impartial entity that is responsible for setting the UK's geospatial strategy and promoting the best use of geospatial data to drive productivity, promote economic growth and improve the delivery of public services, while safeguarding considerations such as national security and intellectual property rights.
Geospatial data	Data about where people and objects are in relation to a particular geographic location.
Geo6	The six partner bodies of the Geospatial Commission. These public bodies selected for project collaboration due to their extensive geospatial data sets and use of this data. The bodies are: <ul style="list-style-type: none"><li>• British Geological Survey</li><li>• Coal Authority</li><li>• Her Majesty's Land Registry</li><li>• Ordnance Survey</li><li>• UK Hydrographic Office</li><li>• Valuation Office Agency</li></ul>
British Geological Survey (BGS)	The British Geological Survey is public sector organisation responsible for advising the UK government on all aspects of geoscience as well as providing impartial geological advice to industry, academia and the public. The organisation is part of the Natural Environment Research Council, which in turn reports to the Department for Business, Energy and Industrial Strategy.
Coal Authority (CA)	The Coal Authority manages the effects of past coal mining, it also, on behalf of the country, the majority of the coal in Britain, and licenses coal mining. It is an executive non-departmental public body, sponsored by the Department for Business, Energy and Industrial Strategy.
Her Majesty's Land Registry (HMLR)	Her Majesty's Land Registry registers the ownership of land and property in England and Wales. It is part of the Department for Business, Energy and Industrial Strategy.
Ordnance Survey (OS)	Ordnance Survey is the national mapping agency for Great Britain. Since 1 April 2015 Ordnance Survey has operated as Ordnance Survey Ltd, a government-owned company, 100% in public ownership. The Ordnance Survey Board remains accountable to the Secretary of State for Business, Energy and Industrial Strategy.
UK Hydrographic Office (UKHO)	UK Hydrographic Office is the country's centre for hydrography. They source, process and provide access to marine geospatial data, ranging from seabed to surface. The organisation is a trading fund of the Ministry of Defence.
Valuation Office Agency (VOA)	The Valuation Office Agency gives the government the valuations and property advice needed to support taxation and benefits. The organisation is an executive agency, sponsored by HM Revenue & Customs.

#### THE REQUIREMENT

The Requirement is for three (3) month, with an option to extend by a further three (3) months.

The primary requirement is to produce a report which establishes metrics for measuring benefits of data improvement across the Geo6. Cabinet Office is seeking a clearly established measure for benefit that can be easily understood by stakeholders and members of the public. There must be a logical link between the benefit and the projects (however this does not need to be direct).

As part of the work in establishing metrics, there should also be contained benchmark values against which any future projects can be measured against.

The bench mark value should have a full breakdown of workings out in the report.

It is essential to establish how benefits are measured, and the report should include a methodology for how to do so. It must be possible to use this methodology for applying the established metrics to future projects. These future projects refers specifically to projects concerning data improvement amongst Geo6 bodies. As such, the metrics should be applicable to a variety of work in this specific field.

Within the report, there should be a section in which the established methodology is applied to previously completed Geo6 data improvement projects to assess any benefit accrued to date.

The acceptance of the report will depend on Cabinet Office agreeing to the metrics established and seeing a demonstrable connection between the measurement of benefit and the work specified.

A supplier review meeting will be arranged to go through the draft report and resolve any issues before the Cabinet Office signs it off.

Cabinet Office will also test the methodology to ensure it is usable for the future measurement of benefit.

The final report shall adhere to the Government Digital Service's report writing guidelines, which can be found here <https://www.gov.uk/guidance/content-design/writing-for-gov-uk>.

The reports will be emailed to the Cabinet Office's point of contact and where necessary a follow up tele-conference or meeting will be arranged to discuss any issues and improvements.

The Cabinet Office potentially could share some data with Frontier Economics Ltd where deemed necessary.

### **Key Milestones and Deliverables**

The main output is expected to take the format of a report, with sections covering the requirements above. This report will inform both the measurement of benefit within the Geo6 Data Improvement Programme.

The following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Kick-off Meeting	Within week 1 of Contract Award
2	Further meetings with the Authority to gather information about the Geo6 Data Improvement Programme, expectations and likely outputs.	Within week 2 of Contract Award
3	Reviewed relevant literature and documents provided by the Authority	Within week 4 of Contract Award
4	Research on wider sector and relevant material	Within week 6 of Contract Award
5	Meeting with the Authority to ensure proposed metrics and methodology are in line with expectations	Within week 6 of Contract Award
6	Draft Report	Within week 10 of Contract Award
7	Final Report	Within week 12 of Contract Award

## MANAGEMENT INFORMATION/REPORTING

Frontier Economics Ltd shall give regular updates on progress through weekly progress review meetings by teleconference. Frontier Economics Ltd shall provide more detailed updates at key points in the Contract as outlined in the milestones in Section 7, either through Contract Review meetings or other discrete meetings as agreed with the Cabinet Office.

## CONTINUOUS IMPROVEMENT

Frontier Economics Ltd will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

Frontier Economics Ltd should present new ways of working to the Cabinet Office during Contract review meetings.

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

## QUALITY

Frontier Economics Ltd shall have sound processes for quality assurance of both quantitative and qualitative outputs in place. Frontier Economics Ltd shall outline their internal procedures for assurance and quality control in reference to the research, including:

Procedures for working closely with the Cabinet Office;

The approach to report writing, ensuring deliverables meet key objectives;

Procedures for handling complaints.

The final report shall adhere to the Government Digital Service's report writing guidelines, which can be found here <https://www.gov.uk/guidance/content-design/writing-for-gov-uk>.

## STAFF AND CUSTOMER SERVICE

Frontier Economics Ltd shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

Frontier Economics Ltd's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

Frontier Economics Ltd shall ensure that staff understand the Cabinet Office's vision and objectives and will provide excellent customer service to the Cabinet Office throughout the duration of the Contract.

## SERVICE LEVELS AND PERFORMANCE

The Cabinet Office will measure the quality of the Frontier Economics Ltd delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Delivery of project outputs	Project outputs delivered according to the timescales set out in the deliverables table in Section 7	100%
2	Quality assurance	Project outputs to follow an approval process (with clear quality assurance steps) before submission, to assure suitability	100%
3	Response time	The Successful Supplier must respond to questions and queries from the Authority within forty-eight (48) hours Monday-Friday.	75%
4	Project Management	The Successful Supplier must attend weekly project review meetings by teleconference. The format and detail covered within these updates is to be agreed at the project kick off meeting. Any cancellation of meetings must be confirmed to the Authority with twenty-four (24) hours' notice for re-arranging.	100%

Where the Frontier Economics Ltd fails to provide the services described in this document to the required standard, the Cabinet Office reserves the right to seek early termination of the Contract in accordance with the procedures set out in Attachment 5 - Contract Terms.

The Frontier Economics Ltd is responsible for the performance of the Contract by any subcontractors or other agents working on their behalf. The Frontier Economics Ltd is to deal with any issues relating to any sub-contractors or other agents working on behalf of the Frontier Economics Ltd, this however does not exclude sub-contractors or other agents working on behalf of the Frontier Economics Ltd 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.

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

## **SECURITY AND CONFIDENTIALITY REQUIREMENTS**

REDACTED

Frontier Economics Ltd will need to confirm the attendee's names to the Cabinet Office's point of contact with twenty-four (24) hours' notice of the meeting.

The results/deliverables of the Contract should not be shared wider than the Supplier's project team without receiving any explicit written approval from the Cabinet Office.

The resulting outputs shall be the intellectual property of the Cabinet Office. The analysis, and the interim and final reports, shall also be the property of the Cabinet Office. Frontier Economics Ltd shall not disclose the report (either in part or in full) to any third parties prior to publication by the Cabinet Office, unless the Cabinet Office gives expressed written consent to do so.

All data security processes must be compliant with the General Data Protection Regulation (GDPR).

## **CONTRACT MANAGEMENT**

Attendance at Contract Review meetings shall be at the Frontier Economics Ltd's own expense. These are likely to be held monthly.

Progress reporting on the study should be given to the Cabinet Office fortnightly via teleconference. The format and detail covered within these updates is to be agreed at the project-kick off meeting.

The location of the Services will be carried out at the Frontier Economics Ltd's own offices for the majority of the time.

Frontier Economics Ltd shall be expected to attend meetings at this location for contract reviews, and also progress checks as the research and analysis is being carried out.



## **ANNEX B**

### **Supplier Proposal**

To be determined at Call for Competition stage

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