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Letter of Appointment

Contract Reference: CCZZ20A22

Communications Research Services to Support the Home Office
(Lotted)

Lot 2 - Immigration, Europe and International Qualitative

DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: Letter of Appointment

CM Monitor (Britain Thinks) Ltd
Metherell Gard
Morval, Looe
PL13 1PN

Dear [REDACTED]

Letter of Appointment

Contract Reference CCZZ20A22

Lot 2 - Immigration, Europe and International Qualitative

Home Office internal Contract Reference Number: [REMOVED]

This letter of Appointment dated 22 September 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:	To be confirmed following Contract commencement
From:	Home Office ("Customer")
To:	CM Monitor (Britain Thinks) Ltd ("Supplier")

Effective Date:	23 September 2020
Expiry Date:	The Contract will be for an initial two (2) year period. The Contract will include the option to extend by two (2) further periods of 12 months. Options to extend the Contract(s) will be at the discretion of the Customer and will be on a +1 +1 basis. Minimum written notice to Supplier in respect of extension: Thirty (30) Calendar Days

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:	Customer:
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	[REDACTED] Supplier [REDACTED]
Guarantor(s)	Not Applicable

Contract Charges (including any applicable discount(s), but excluding VAT):

The Maximum Contract Value will be £1,400,000.00 (£1.4 million) for the duration of the Contract, including all extension options.

There is no guaranteed minimum or maximum spend value per contract year, or for the overall contract term including all extension options.

Each individual research project will have its costs and pricing structure agreed between the Customer and the Supplier prior to any work being undertaken. The Supplier's proposal for an individual research project will be reviewed by the Customer and no costs will be incurred until the Supplier's proposal has been signed off in writing by the Customer.

The payment profile for this Call-Off Contract will be agreed on a project by project basis.

Payment will only be made following satisfactory delivery of pre-agreed certified products and deliverables as agreed for each commissioned project.

Before payment will be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

The Supplier will issue electronic invoices and payments will be made on a project by project basis, following confirmation of deliverables.

The Customer will pay the Supplier within 30 days of receipt of a valid invoice.

All individual research project cost pricing shall be in line with Supplier's Rate Card below. The Day Rates are exclusive of VAT but inclusive of Travel and Subsistence:

Staff Grade	Description	Supplier's Day Rate for this Contract:
Board Level / Chief Executive	As described in Category A roles, with further strategic decision making responsibility and overall accountability of organisation	[REDACTED]
Category A	Senior member of personnel, e.g. Research Director having assumed responsibilities in his/her profession through the performance of management and supervision roles. Typically, he/ she shall have ten (10) years or more professional experience of which at least four (4) years must be relevant to the type of tasks to be performed under the contract at this level.	[REDACTED]

Category B	Certified member of personnel e.g. Senior Researcher or Research Manager having received a high-level training in his/her profession and recruited for his/her appreciated skills as regards professional practice. Typically, he/she must have five (5) years professional experience of which at least two (2) years shall be relevant to the type of tasks to be performed under the contract at this level	[REDACTED]
Category C	Member of personnel such as a researcher. Typically, with two (2) to four (4) years experience, with understanding and grounding in research projects and the type of tasks to be performed under the contract at this level.	[REDACTED]
Category D	Junior member of research personnel e.g. junior researcher. Typically, with two (2) years experience. A newcomer to the profession but with training related to the type of tasks to be performed under the contract at this level.	[REDACTED]
Category E	Administrative or general junior personnel (e.g. those involved in ensuring the logistics of the tasks are undertaken).	[REDACTED]
Insurance Requirements	The RM6018 terms will apply in respect of: The Supplier shall hold and maintain the following insurances in relation to the performance of its obligations under this Contract: Public liability insurance to cover all risks in the performance of the Contract, with a minimum limit of one million pounds (£1,000,000.00) 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 the Contract with a minimum limit of indemnity of one million pounds (£1,000,000.00) for each individual claim. Product liability insurance cover all risks in the provision of Deliverables under the Contract, with a minimum limit of one million pounds (£1,000,000.00) for each individual claim.	
Liability Requirements	Suppliers limitation of Liability As per Clause 18.2 of the Contract Terms: 125% of the Contract Value	
Customer billing address for invoicing:	Invoices will be addressed to: Home Office Shared Service Centre HO Box 5015 Newport Gwent NP20 9BB United Kingdom Tel: 03450 100125 Email: HOSupplierInvoices@homeoffice.gov.uk	

	The Supplier must be in receipt of a valid PO Number before submitting an invoice. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of the Customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to the Supplier, which may lead to a delay in payment. If the Supplier has a query regarding an outstanding payment, please contact the Customer's Accounts Payable section on the email address listed above.
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GDPR	As per Schedule 7 (Processing, Personal Data and Data Subjects)
Alternative and/or additional provisions (including Schedule 8(Additional clauses)):	As per Annex A: The Supplier may not be awarded every qualitative communications research project within the relevant Customer area or portfolio and therefore will not retain exclusivity. This Contract in its entirety are classified as [DOCUMENT MARKING REMOVED]. None of its contents are to be shared or distributed to any parties without the express, written permission of the Customer. Schedule 2 Statement of Works: This is an indicative template and is therefore not a prescribed template for this Contract: Research Projects Commissioned under this Contract may be agreed in other formats than indicated in Schedule 2.

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:

Name and Title:

Signature:

Signature:

Date:

Date:

ANNEX A

Customer Project Specification

CONTENTS

1. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 1.1 The Communications Directorate in the Home Office (the “Customer”) commissions and undertakes research into attitudes and behaviours.
- 1.2 This research is crucial in understanding key Home Office audiences and tailoring the Customer’s messages and communications to effectively reach and influence them. The Customer also uses research to measure the impact of their campaigns against well-defined objectives so the Customer can prove their impact and value for money.
- 1.3 The Supplier will deliver a diverse scope of communications research over an initial term of 24 months. Maximum spend levels are not an indication of guaranteed spend. The contract will be reviewed after twenty-four months with an option to extend for a third 12-month period and then a fourth 12-month period. The Customer anticipates new scenarios will emerge over the duration of this contract that will need to be accommodated. Detailed costings will be required throughout the life of the contract for all scenarios as the Supplier is commissioned.
- 1.4 The Customer typically uses COM-B (Capability, Opportunity, Motivation, Behaviour) or EAST (Easy, Attractive, Social and Timely) behaviour change frameworks in the development of communications. However, the Customer’s partners and stakeholders do use other models and therefore the Customer is flexible about the approaches they take.

2. SCOPE OF REQUIREMENT – LOT 2 QUALITATIVE RESEARCH FOR, IMMIGRATION, EUROPE AND INTERNATIONAL

- 2.1 The Supplier will work as a research partner to the Home Office Communications Directorate.
- 2.2 Outlined below are typical qualitative requirements for insight generation and campaign evaluation including (and not limited to):
 - Generating/enhancing audience understanding
 - Knowledge and perceptions of claimed behaviours relating to priority area(s)
 - Strategy input into campaign direction (including creative and media planning)
 - Message testing
 - Creative testing
 - Employing behaviour change models
 - Segmentation analysis including creation of typologies
 - Verbatim analysis
 - Desk research
 - Campaign evaluation
- 2.3 Research will be needed in UK and key overseas destinations. This may include (not limited to):
 - General public in the UK (both UK and foreign nationals)
 - General public overseas (predominantly foreign nationals, including but not limited to, those in Europe, South East and East Asia, Middle East and North America)
 - Businesses
 - Migrants

- Visa / Passport applicants
 - Holidaymakers
 - Stakeholders
 - Delivery partners
- 2.4 Research channels and methodologies employed will vary with each project and may include (not limited to):
- Face to face, telephone or online interviews
 - Focus groups or mini groups, depth interviews, paired depths, triads
 - Ethnography, co creation
- 2.5 Each research project will require:
- A response to a specific brief outlining understanding of issues/context, approach including recruitment and sampling, key risks, timings aligned to the specific requirements of each project, and costs.
 - Kick off meetings to agree approach with key Customer stakeholders
 - Design of all data capture instruments
 - The Supplier to undertake and manage the recruitment of all research participants.
 - Weekly status meetings with emailed status update sent within 1 working day
 - Interim findings / analysis meeting pre-debrief
 - Strategic analysis combining primary data with other sources of available secondary and operational data (as applicable). The Supplier will draw on a wide source of adjacent data as possible, as is appropriate for individual projects. The Supplier should not rely solely on commissioned insight. Data sources may include, but not be limited to, Management information, publicly available polling and web analytics, depending on nature of the project in question.
 - Verbal or face to face presentation using PowerPoint
 - Facilitation of workshop with key Customer and Supplier personnel to embed finding (if requested/agreed)
 - Final report or summary reports and outputs (if requested/agreed)
- 2.6 The Supplier will have access to language and/or translation services that can cover a range of different languages to enable their delivery of the international research requirements.
- 2.7 Projects will be entirely Qualitative in nature.
- 2.8 It is not possible to specify further detail in regard to past, confirmed or anticipated project topic areas, volumes, stakeholders and research method preferences. The requirements will vary for each commissioned project and cannot be anticipated, as this will be dependent on business needs.

3. KEY MILESTONES

- 3.1 Please refer to paragraph 2.5 for typical milestones that the Customer will measure the quality of delivery against. At a general level the Customer expects these to be:
- Project specific brief issued
 - Supplier response to brief
 - Kick off meeting on commission
 - Weekly status meetings

- Design of data capture instruments
 - Data collection
 - Interim findings / analysis meeting pre debrief
 - Verbal/face to face debrief
- 3.2 Project timings will vary according to business need and will be detailed in each research brief.
- 4. CUSTOMER'S RESPONSIBILITIES**
- 4.1 The Customer will provide or signpost to all necessary and sharable data with the Supplier to complete their role as well as providing internal or external points of contact for relevant sampling where applicable.
- 4.2 The Customer will provide a lead point of contact from for the project team as well as a deputy.
- 5. REPORTING**
- 5.1 Please see Section 3 'Key Milestones' for project reporting requirements on each project as well as the requirement for regular status meetings on project as required and regular performance reports as required (quarterly on average).
- 5.2 Please also refer to paragraph 2.5 for typical milestones including reporting that the Customer will measure the quality of delivery against.
- 6. VOLUMES**
- 6.1 There are no guarantees on volume of work, and the amount of work will be dependent on business need.
- 6.2 The Supplier will provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service. There are likely to be periods of high demand, sometimes at short notice, therefore the Supplier will have the ability to scale up and down as required and will have provision to flex resources to meet the requirements of commissioned projects.
- 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 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 If there are any significant changes in the financial standing of the Supplier or associated Economic operators (e.g. parent or material sub-contractor) during the contract term, the Customer must be notified immediately and details of the change provided.
- 9. QUALITY**
- 9.1 The Supplier must comply with the Market Research Society (MRS) Code of Conduct in their delivery of the research services. The MRS Code of Conduct can be found at: <https://www.mrs.org.uk/standards/code-of-conduct>. However, it is **not** mandatory for the Supplier to hold Company Partner status.
- 10. PRICE**

- 10.1 The Supplier's Day Rates will be inclusive of all Travel and Subsistence costs and will exclude VAT and apply to all commissioned projects under the Contract.

11. STAFF AND CUSTOMER SERVICE

- 11.1 There may be a requirement for the Supplier to provide Baseline Personnel Security Standard (BPSS) cleared resources for certain commissioned projects, or for their resources to undergo the BPSS clearance prior to commencing work on a commissioned project. The Customer is unable to specify the types of projects that may require such clearance within this Statement of Requirements. Should the need for BPSS-clearance be identified by the Customer, this will be discussed with the Supplier. However, the Supplier must be willing for their resources to undergo the BPSS process if requested by the Customer.
- 11.2 The Supplier's staff assigned to this Contract shall have the relevant skills and qualifications to deliver the services required and shall demonstrate how they continually develop their staff using new research methods and technology as appropriate.
- 11.3 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. They will act as a Consultant to the Customer, providing strategic direction and advice, including on benchmarks, desk research, and involvement of academic experts in the subject field as appropriate.

12. SERVICE LEVELS AND PERFORMANCE

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

KPI/SLA	Service Area	KPI/SLA description	Target
1	Delivery of debrief/primary deliverable	Debrief answers comms research questions	To pre-agreed standards and within agreed timing
2	Recruitment of sample	Sample reflects brief requirements	Sample recruited to pre agreed requirements within specified time
3	Delivery of final reporting/set of outputs	Deliverables for each project to be agreed on a case by case basis	Deliverables to be provided to specification and within agreed timescales.
4	Account management	Projects run to pre-agreed timelines	End-to-end timetables are agreed and adhered to; changes (e.g. due to emerging issues) only possible with prior agreement
5	Quality of thinking	Projects demonstrate an understanding of research purpose	Proposals and deliverables reflect context and how findings will be used
6	Issue resolution	The Supplier must demonstrate how they seek to rectify mistakes or issues with data or reporting	Any issues to be notified immediately (and no later than within 12 hours); timings for resolution plan to be agreed on a case by case basis
7	Account management	The Supplier must attend quarterly review meetings to review performance and identify and implement improvements.	Dedicated account director/lead must attend all meetings or arrange appropriate cover accordingly

8	Account Management	Response to complaints and issues with appropriate and robust resolutions within 5 working days.	Within 5 working days of complaint
9	Account management	Maintaining regular contact on project matters	Response to all telephone calls and emails within 24 hours.

- 12.2 The Customer will maintain a record of the Supplier's adherence to the agreed service level and performance timelines. Any non-adherence will result in performance review meetings between the Customer and the Supplier, to provide a full debrief and explanation as to why the service level agreement was not met. Improvement plans will also be established here. Performance Management will be in accordance with Contract Terms.
- 12.3 Where the Supplier fails to provide a Service Improvement Plan or fails to deliver the agreed Service Improvement Plan to the required standard, the Customer reserves the right to seek early termination of the contract in accordance with the procedures set out in the Contract Terms.

13. QUALITY REQUIREMENTS

- 13.1 The Supplier must deliver research that complies with the Market Research Society (MRS) Code of Conduct, especially those regarding children and vulnerable audiences.
- 13.2 The Supplier must comply with all data protection legislation including GDPR.

14. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 14.1 The Customer will retain rights to any research findings or reporting conducted. Any findings or reporting must not be shared further without express permission of the Customer. This paragraph takes precedence over any potentially conflicting clauses in the Contract Terms.
- 14.2 Section 14.1 above notwithstanding, Intellectual Property Rights will be in accordance with the Contract Terms.

15. ADDITIONAL INFORMATION

- 15.1 The Customer will require six weeks' notice of any personnel changes during contract.
- 15.2 The Supplier may not be awarded every qualitative communications research project within the relevant Customer area or portfolio and therefore will not retain exclusivity.
- 15.3 The Contract in its entirety is classified as [DOCUMENT MARKING REMOVED]. None of its contents are to be shared or distributed to any parties who are not involved in delivery of the Contract.

16. LOCATION

- 16.1 The location of the services will be carried out in the field, in relevant locations across the UK or overseas as necessitated by project requirements, or at the offices of the Supplier.
- 16.2 Reporting and debriefs will be held at the offices of the Customer at 2 Marsham Street, London, or by telephone and video-conferencing, as agreed between the Customer and the Supplier.
- 16.3 The Supplier and their sub-contractors will comply with any government COVID-19 social distancing measures or legislation that may be applicable during the Contract Term.
- 16.4 Where the Supplier, and any of their staff or representatives, are required to attend site (Government Office) all efforts will be made to adhere to the social distancing and safety recommendations.

ANNEX B

Supplier Proposal

[REDACTED]