

## 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 21st 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:	Centre for Public Impact ("Supplier")

Effective Date:	21st February 2020
Expiry Date:	End date 31st March 2020

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; and</li></ul>
--------------------	---

Key Individuals:	Customer: <b>REDACTED</b> – Deputy Director <b>REDACTED</b> – Head of Strategy <b>REDACTED</b> – Strategy Advisor  Supplier: (See Annex B for full list) <b>REDACTED</b> – Senior Associate <b>REDACTED</b> – UK Director <b>REDACTED</b> – Senior Associate <b>REDACTED</b> – Executive Director
[Guarantor(s)]	N/A

Contract Charges (including any applicable discount(s), but excluding VAT):	£50,773.00.  (See Part 3 – Supplier Costings, of the document for details).
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	<b>Suppliers limitation of Liability</b> (Clause <b>Error! Reference source not found.</b> of the Contract Terms);
Customer billing address for invoicing:	Cabinet Office, <b>REDACTED</b>

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

#### 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

#### BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

In the 2017 Budget, the Chancellor of the Exchequer announced that the Government would set up a taskforce to explore what a new public body might offer leaders so they can be as effective as possible in the complex and challenging environment in which they operate.

The Public Service Leadership Taskforce concluded that public service leaders need more support. Their full report can be read on gov.uk: [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/752064/6.4846\\_CO\\_CPSL-Report\\_A4-P\\_WEB\\_NoLogo\\_\\_002\\_.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/752064/6.4846_CO_CPSL-Report_A4-P_WEB_NoLogo__002_.pdf)

Recent years have seen weak productivity growth in UK public services. Leaders say the scale of decisions, changing technology, demands for efficiency, growing demand for better services and the pressures of an aging population are placing them under significant stress. The Taskforce conducted detailed research to understand the challenges faced by the most senior leaders across each of England's public services.

The National Leadership Centre was created as a result of the recommendations of this Taskforce.

The Public Leaders' Summit will gather Cabinet Secretaries and equivalents, plus other senior public leaders, from 15 advanced economies with common societal challenges, with the aim of sharing innovative approaches to major public service challenges.

The theme of the summit is "From silos to systems: a new paradigm for public services". This is in response to an emerging body of opinion throughout advanced economies that the current paradigm for the implementation of public services – one focused on top-down targets and performance measurement – no longer addresses our most pressing and complex issues. We believe a new paradigm is emerging, one that generates positive outcomes for citizens through a combination of systems leadership and place-focused activities.

The research conducted and presented by the Supplier will help inform the content of the summit and we expect the findings to align to the wider 'from silos to systems' theme.

The NLC's ambition is that the content will be bespoke to the interests, public service challenges and priorities of the attending countries in order to ensure tangible and relatable issues are discussed.

The types of challenges that the NLC would like to learn more about should broadly be:

- Complex in nature, requiring a systems approach (i.e. participation from a combination of public sectors - central and local government, education, police, health authorities and so on);
- Relatable to other advanced economies;
- A societal issue that has been difficult to solve and is long-term in nature.

Examples of innovative solutions conducted by the delegate countries are also valuable insights that would be used for the summit.

Attending countries are;

- Advanced economies with societal challenges in common;
- Democracies;
- Like-minded nations with strong relationships with the UK.

## DEFINITIONS

Expression or Acronym	Definition
NLC	means the National Leadership Centre.
The Summit	means the Public Leaders' Summit.
Cabinet Secretary	means Cabinet Secretary (most senior official in the civil service) and equivalents.

## SCOPE OF REQUIREMENT

The design and delivery of the requirement must provide actionable, accessible and timely results for the NLC so that it can shape the Summit according to what it learns and ensure that the content is up-to-date and relevant to the delegates.

The Supplier shall design a structured, in-depth qualitative interview which they will conduct with each Cabinet Secretary. They will use this research to produce two papers that will be given to the delegates in advance of their attendance:

- A pamphlet/brochure that contains one page of background information on each country. (see 6.3)
- A thought paper comprised of results from the interviews that contains reflections on leadership in public services, challenges in public services, the trends and commonalities between countries and examples of innovation.

The interview will be designed, conducted and delivered by the Supplier.

- The interview questions will be the same for each Cabinet Secretary and will be designed as an in-depth qualitative interview.
- How the interviews are conducted is at the discretion of the Supplier though must include a live conversation between the interviewer and Cabinet Secretary. It is not required that this be in person.
- Should the Agency wish to travel to the Cabinet Secretary to conduct the interview in person, any associated travel and accommodation costs will be borne by the Agency.

The research will also be used by the NLC to help shape the agenda and content of the Summit and its accompanying discussions, workshops and seminars.

The papers produced from the research will be used to introduce the Summit and inform the senior delegates of its content.

The research findings will also be used to support other activities across the NLC where deemed useful.

## THE REQUIREMENT

The Supplier will design an in-depth qualitative interview for the Cabinet Secretaries or their equivalents of the 15 countries attending the Summit.

- This primary research must identify and build a comprehensive understanding of the interests, concerns and major societal challenges facing the Cabinet Secretaries and wider public sector bodies of the attending countries.
- The Supplier will voice-record these conversations and provide full transcripts of each interview to the NLC.
- This research will also provide a reflection from each Cabinet Secretary of the nature of public service leadership in their respective countries and their personal experience of it.
- The Supplier will identify trends, patterns, similarities and differences between the countries based on the primary research. This will be presented to the NLC in the week commencing the 9th March 2020 so that the NLC can use it to tailor the content of the Summit.

The Supplier shall produce a thought paper comprised from the primary research outlined in This paper will be given to all the delegates at the summit.

- The thought paper will introduce the delegates to the Summit, familiarise them with its theme and provoke some of the discussion.
- The thought paper will include content created by the NLC on the Summit and the background of the NLC.
- The thought paper will be branded according to the branding design of the Summit and/or the NLC.

The Supplier will collect and present data on each country in a simple pamphlet. The pamphlet will be comprised of a single page profile of each country. The pamphlet will be shared with delegates before the summit in June 2020, the timing of which is at the discretion of the NLC. Each profile will include but is not exclusive to:

- Relevant statistics on the country such as GDP, emerging markets, diversity and population demographics.
- Priority issues facing their public services.
- A short biography of each Cabinet Secretary.
- We expect the Supplier to use their expertise to provide further input and advice on what other information these profiles will include.

The Supplier should be familiar with research fields of systems leadership, public services around the world, global societal challenges and have at minimum:

- Knowledge of existing and emergent literature on systems thinking in public services and emerging trends in cross-cutting challenges across countries
- Working knowledge and literacy in data analysis and visualisation techniques to collate and present data;
- Experience in user-centred and user-tested design and delivery of written products.

Any primary research and data collected will be available to the NLC to re-use where it deems appropriate.

## **KEY MILESTONES AND DELIVERABLES**

### **REDACTED**

### **MANAGEMENT INFORMATION/REPORTING**

During the initial design phase of the contract, the Supplier and the NLC shall agree light touch progress updates on a regular basis in addition to formal fortnightly progress meetings, to ensure progress on the interview design and the primary research is shared in a timely way.

### **CONTINUOUS IMPROVEMENT**

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

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.

### **SUSTAINABILITY**

Suppliers should demonstrate how they plan to maximise the sustainability of the evaluation, through measures including reducing printing to a bare minimum, holding meetings virtually to minimise travel, and through a plan for ensuring knowledge transfer at the end of the contract.

### **QUALITY**

The primary research must balance the standards expected in academic study and produce insights of a high standard that can inform the content of the Summit, with the timely delivery of actionable insights.

We expect bids to include information about the Supplier’s quality assurance procedures, and any arrangements for sub-contracting parts of requirements.

**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.

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	Communication	Brief progress report and supporting papers circulated to the NLC no later than one day before fortnightly review meetings. This shall highlight progress on milestones, resource burn, issues and risks for escalation.	98%
2	Communication	The Supplier shall provide a fortnightly progress report and maintain a flow of communication and feedback for the duration of the project, in order to fulfil the requirement and expectations laid out, and avoid project creep.	98%
3	Delivery Timescales	All milestones completed to agreed timetable.	98%
4	Project management	All blockers escalated and resolved to timescale agreed during design phase.	98%

Where the NLC 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 Customer’s premises.

The Supplier shall be required to provide a full incident report which describes the issues and identifies the causes of the poor performance. The Supplier shall also be required to prepare a full and robust ‘Service Improvement 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.

The Supplier shall be responsible for the performance of the Contract by any sub-contractors or other agents working on their behalf. The Supplier shall deal with 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.

## SECURITY AND CONFIDENTIALITY REQUIREMENTS

Any information submitted to the Department may need to be disclosed and/or published by the Department. Without prejudice to the foregoing generality, the Department may disclose information in compliance with the Freedom of Information Act 2000, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the Department to order disclosure.

If the Supplier considers that any of the information included in their completed ITT is commercially confidential then the Tenderer shall identify it and explain (in broad terms) what harm might result from disclosure and/or publication. It should be noted though, that even where the Tenderer has indicated that information is commercially sensitive, the Department may disclose this information where it sees fit. Receipt by the Department of any material marked 'confidential' or equivalent should not be taken to mean that the Department accept any duty of confidence by virtue of that marking.

The UK Government is committed to greater data transparency in the public sector. Accordingly, the Department reserves the right to publish its tender documents, contracts and data from invoices received and may at its discretion redact all or part of such information prior to publication. In doing so the Department may at its absolute discretion to take account of the exemptions that would be available under the Freedom of Information Act 2000.

The awarded Contract will be subject to the Data Protection Act (DPA) 2018, and therefore the General Data Protection Regulation (GDPR) which came into force from the 25 May 2018. Tenderers should ensure they are both familiar with the new legislation and of their obligations as the Data Processor. Guidance from the Information Commissioner's Office (ICO) is available here. The Department reserves the right to request additional evidence to undertake sufficient due diligence of any Tenderer and/or Supplier to ensure they can implement the appropriate technical and organisational measures to comply with the act (i.e. provide guarantees of their ability to comply with the regulations).

Where applicable to the services outlined within this ITT the draft contract for services, details the specific roles and responsibilities of the Controller, the Processor and any Sub-processors.

In certain circumstances, Cabinet Office (the Controller) is required to conduct a Data Protection Impact Assessment ("DPIA") prior to any processing. A DPIA may be undertaken after contract award but prior to any processing with support from the Tenderer or Supplier (the Processor), factoring in time to consult the ICO if the DPIA relates to high risk processing.

## PAYMENT AND INVOICING

The following payment schedule shall apply:

Date	Activity	Percentage of agreed price to be paid
TBC on award	Research methodology designed and presented.	35%
28th February 2020	All primary research conducted and presented.	40%

31st March 2020	Final products completed.	25%
-----------------	---------------------------	-----

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 the associated costs.

Invoices should be submitted by post to **REDACTED**

### **CONTRACT MANAGEMENT**

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

### **LOCATION**

Whilst the NLC is based at **REDACTED**, most meetings can be done via teleconference where face-to-face is not possible.

**ANNEX B**

**Supplier Proposal**

REDACTED

## **Part 2: Contract Terms**

Attached as a Separate Document

### **Part 3: Supplier Costings**

REDACTED

