

DPS SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: Letter of Appointment

REDACTED

Dear Sirs

Letter of Appointment

This letter of Appointment is issued in accordance with the provisions of the DPS Agreement (RM6018) between CCS and the Supplier dated 16th February 2018.

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

Order Number:	CCZZ19A67
From:	Department for Work & Pensions (DWP) ("Customer")
To:	Kantar UK Ltd ("Supplier")

Effective Date:	5 th February 2020
Expiry Date:	End date of Initial Period 17 th November 2020 End date of Maximum Extension Period 17 th February 2021 Minimum written notice to Supplier in respect of extension: 28 working 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;
--------------------	--

Key Individuals:	REDACTED
Guarantor(s)	NA

Contract Charges (including any applicable discount(s), but excluding VAT):	£122,121.00 (exc VAT) not including any extension which will be subject to further financial approval.
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 Additional employers' liability insurance with a minimum limit of £5 million indemnity Additional professional indemnity insurance adequate to cover all risks in the performance of the Contract with a minimum limit of indemnity of £1 million for each individual claim.
Customer billing address for invoicing:	REDACTED

Alternative and/or additional provisions (including Schedule 6 (Additional clauses)):	Not Applicable
---	----------------

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:

Name and Title: **REDACTED**

Signature: **REDACTED**

Date: **REDACTED**

For and on behalf of the Customer:

Name and Title: **REDACTED**

Signature: **REDACTED**

Date: **REDACTED**

ANNEX A

Customer Project Specification

1. PURPOSE

- 1.1 The Department for Work and Pensions (DWP), hereafter referred to as “the Authority” is responsible for welfare, pensions and child maintenance policy.
- 1.2 The Authority would like to invite tenders for the design, delivery, analysis and reporting of a mixed methods social research project entitled *Carer’s Allowance: Qualitative and Quantitative Research with Claimants*.
- 1.3 The purpose of the research is to provide a picture of how the current Carer’s Allowance (CA) system is working and whether changes would be beneficial. The research will ask what works to support carers in employment, what would be the likely impact of any reforms to CA, and to help assess how well the CA system is working.
- 1.4 The research will be used to identify key areas that could be improved in the administration of the current system and ensure that any future policy changes are informed by evidence.
- 1.5 The Authority will contract the Supplier for a period of ten months, with the possibility of a three-month extension. The extension option can only be enacted at the Authority’s own discretion.
- 1.6 The budget for the project is fixed with no additional budget should an extension be requested and approved. The project has a budget of £130,000.00. Though the Authority’s budget is up to a maximum of £130,000.00 (inclusive of all expenses, but exclusive of VAT), Suppliers are asked to note the following:
 - 1.6.1 Proposals should be written to achieve the Authority’s outputs and deliverables for the most economically advantageous price. Suppliers must not seek to utilise the maximum available budget merely because it is “available” if it is possible to achieve the contractual aims at a more advantageous price.
 - 1.6.2 The Authority retains an option to deem any proposal costed above £130,000 (inclusive of all expenses, but exclusive of VAT), as non-compliant.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 As the UK's biggest public service department, the Authority administers the State Pension and a range of working age, disability and ill health benefits. This research is being commissioned by the Pensions and Later Life Analysis Division, for the State Pension, Child Maintenance and Devolution Directorate.

3. BACKGROUND/OVERVIEW OF REQUIREMENT

- 3.1 The recent Work and Pensions Select Committee inquiry into CA overpayments heard evidence regarding the reclaim of overpayment from individuals. It was clear that most detected overpayments arise where carers fail to notify the Authority with the correct information about their earnings or changed circumstances. Questions related to the level of knowledge and understanding claimants have about the payment process, the degree of contact CA claimants have with the Authority and Jobcentre Plus and the effectiveness of the Authority's communications should be factors in this project. This research will provide an opportunity to make an assessment of current arrangements.
- 3.2 In 2011, qualitative research undertaken by the Authority¹ brought to light issues around carer's services and difficulties around obtaining initial information on CA. Most carers in this study accessed CA because their caring responsibilities resulted in them being unable to access, or remain in, employment. There is a known need for up to date information on the factors that lead to carers claiming CA and their experiences of the benefit. This proposed research will address these topics and add to the evidence base on this area, but will look more in detail at claimant experience in terms of claiming the benefit and how the rules of CA affect them rather than their experiences of caring.

¹ Fry, G., Singleton, B., Yeandle, S., & Buckner, L. (2011). Developing a clearer understanding of the Carer's Allowance claimant group. *Department for Work and Pensions Research Report* 739.

- 3.3 Previous evidence has shown that more carers exit employment in the UK than elsewhere in Europe², and they are unlikely to return to work after their period of caregiving ends.³
- 3.4 The proposed research project aims to inform ongoing work by the Authority to understand the CA claimant base and address current evidence gaps on how the operation of this benefit interacts with employment. It differs from previous research in that the aims are to focus on experiences of claiming CA as well as how the rules surrounding CA interact with paid work, from the angle of assessing how well the CA system is working.

4. DEFINITIONS

Expression or Acronym	Definition
CA	means Carer's Allowance.
DWP	means Department for Work and Pensions.
HMT	means Her Majesty's Treasury.
PGP	means Pretty Good Privacy software.

5. SCOPE OF THE REQUIREMENT

REDACTED

6. THE REQUIREMENT

REDACTED

² Glendinning, C., Tjadens, F., Arksey, H., Morée, M., Moran, N., & Nies, H. (2009). *Care provision within families and its socio-economic impact on care providers*. Heslington, York: Social Policy Research Unit, University of York.

³ Lilly M B, Laporte A, and Coyte P C 2007 Labor Market Work and Home Care's Unpaid Caregivers: A Systematic Review of Labor Force Participation Rates, Predictors of Labor Market Withdrawal, and Hours of Work, *Milbank Q.* 2007 Dec; 85(4) 641–690.

7. KEY MILESTONES & DELIVERABLES

7.1 The following Contract milestones/deliverables shall apply:

REDACTED

8. MANAGEMENT INFORMATION/REPORTING

8.1 The Authority shall provide a named project manager to liaise with the Supplier upon award.

8.2 As a minimum, reporting during the contract period will consist of the processes described in paragraphs 12.2.1 and 18.1 of this document.

9. CONTINUOUS IMPROVEMENT

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

9.2 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.

10. SUSTAINABILITY

10.1 The Authority does not anticipate any sustainability considerations Potential Providers should include in their submissions

11. QUALITY

11.1 Please refer to guidance on quality assurance set out in Section 16 on Service Levels and Performance.

11.2 The Supplier shall have sound processes for quality assurance in place and should demonstrate their internal procedures to assure and control quality in all aspects of the study within their proposal. This includes:

11.2.1 Specified and clearly defined procedures for working closely with the Authority through weekly updates;

11.2.2 Specified and clearly defined procedures for quality assuring methodological design proposals;

- 11.2.3 Interview quality control procedures, including details of how the qualitative researchers conducting interviews have been trained and briefed;
- 11.2.4 Specified and clearly defined procedures in place for handling complaints from potential and actual respondents.
- 11.3 The Supplier shall assess the key risks to the project. The Supplier shall identify the most significant risks to successful completion of the programme of work, assess the degree of risk (likelihood and impact) and set out strategies for minimising these risks and managing the consequences if problems occur, including revising methodologies where appropriate. Ethical issues should also be considered (see the guidelines on [Ethical Assurance for Social Research in Government](#)).
- 11.4 As set out in Attachment 2 – How to bid inclusive of evaluation criteria, during the evaluation of responses - an agreed consensus mark below 66 on any of the individual questions from questionnaires 4, 5 or 6 will result in potential providers being automatically excluded from the competition.

12. PRICE

- 12.1 Prices are to be submitted via the e-Sourcing Suite in Attachment 4 – Price Schedule, excluding VAT and including all other expenses relating to Contract delivery.
- 12.2 Suppliers should include a price covering all of the elements for the approach set out in Attachment 4 – Price Schedule.

13. STAFF AND CUSTOMER SERVICE

- 13.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 13.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard. This will require:
 - 13.2.1 Staff qualified and experienced at designing and conducting qualitative research with members of the public.
 - 13.2.2 Staff qualified and experienced at conducting analysis of qualitative and quantitative data and writing clear and succinct analytical research reports.

13.2.3 Experience of delivering research related to the subject area would be advantageous, but not essential.

13.3 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.

14. SERVICE LEVELS & PERFORMANCE

14.1 The Authority will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Service Delivery	Delivery of all quantifiable areas of the research	100%
2	Project Management	Attendance to all meetings as detailed in the Milestones	100%
3	Interim Report	Delivery of the interim report as detailed in the Milestones.	100%
4	Presentation of Findings	Presentation of findings as detailed in the Milestones	100%
5	Report Delivery	Delivery of the final report as detailed in the Milestones	100%

14.2 In the event of poor performance through the failure to deliver KPIs to time and of appropriate quality, the Authority 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 in this statement.

14.3 The Customer may, without prejudice to any other rights and remedies under this Contract, withhold or reduce payments in the event of unsatisfactory performance.

14.4 If poor performance continues, following formal written warnings, early termination of the Contract will also be considered.

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

- 14.4.2 The Authority will manage poor performance by the Supplier as set out in section 16 and in line with the terms and conditions of the resultant contract.

15. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 15.1 The Supplier will be required to complete a Generic Security Assurance Document to provide assurances that data security procedures meet the Authority's standards upon award.
- 15.2 All transfers of personal data to and from the Authority must meet the Authority's security standards as agreed in the Generic Security Assurance Document.
- 15.3 Any transfers of data to and from the Supplier and a subcontractor must meet the Authority's security standards, using PGP encryption software or equivalent.
- 15.4 Data must be processed in the United Kingdom of Great Britain and Northern Ireland.
- 15.5 The Supplier shall destroy personal data (e.g. sample files) relating to the project within one month of data collection completion, and provide a data destruction certificate to the Authority as confirmation.
- 15.6 The Supplier must destroy all other data relating to this project (including any interview recordings) at the end of project or when instructed to do so by the DWP project manager, and provide a data destruction certificate to the Authority as confirmation.
- 15.7 The Authority will own and retain all Intellectual Property Rights arising from this Research Project.
- 15.8 Outcomes of this research will be published by the Authority under Crown Copyright.

16. PAYMENT AND INVOICING

- 16.1 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 16.2 The Authority's project manager will agree an invoice schedule based on the milestones in 7.1 and confirm the payment process with the appointed Supplier upon award of the Contract.

- 16.3 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 16.4 All invoices must include the appropriate purchase order number and shall be sent by post to the following address (in addition to emailing a digital copy to the Authority's Project Manager, whose details will be provided): **REDACTED**
- 16.5 Payment will be made within thirty days following receipt of a correctly submitted invoice as specified above.

17. CONTRACT MANAGEMENT

- 17.1 The Authority's own designated officer(s) shall be responsible for the management of this contractual requirement.
- 17.2 Suppliers will be expected to provide regular (e.g. fortnightly) reporting of key findings to the Authority, throughout the fieldwork period, including feedback following piloting of the research, and present interim and full findings at the Authority's premises.
- 17.3 Attendance at Contract Review meetings shall be at the Supplier's own expense.

18. LOCATION

- 18.1 The location of the Services will be carried out at the Supplier's own premises, and in the homes or places chosen by interviewees to be interviewed.

ANNEX B
Supplier Proposal
REDACTED

Part 2: Contract Terms



Contract Terms