

Attachment 7 – Response Guidance for Contract Example

Contract Example

You must provide one contract example. You must demonstrate that you have the necessary technical and professional experience to support customers to successfully improve through the deployment of new and/or emerging technologies for both or one of either **Radical** and **Disruptive** innovations.

A **Radical Innovation** is when a new product, service, process or strategy is introduced to a market, but is designed to make a significant impact by completely replacing existing technologies and methods. Effectively, it replaces the existing system or process with something entirely new;

(e.g. flat screen televisions / monitors replacing cathode ray screens)

A **Disruptive Innovation** creates a new market and value network and eventually disrupts an existing market and value network, displacing established market-leading firms, products and alliances.

(e.g. light emitting diodes (LEDs) replacing traditional light bulbs).

Your contract example **MUST** demonstrate the following four (4) key requirements:

1. The Novelty

A new approach to a problem or product/intellectual property development that fits within our above described definitions of innovation (radical or disruptive).

2. The Delivery

Tangible usefulness for the customer which could also be applied to other customers (the contract need not necessarily be with a public sector customer but you will need to demonstrate that you understand the potential future usefulness to the public sector).

3. The Impact

Positive impacts of the innovation for the customer including all of the following areas: efficiency, effectiveness, better outcomes and increased satisfaction. In some circumstances there may be negative impacts within this, in which case you should demonstrate how subsequent deployments could be improved.

4. The Control

How the customer was given the appropriate rights to any relevant pre-existing intellectual property, either through ownership or licencing and how they have been protected from future exploitation (and these need to be explained).

Where the contract involved specially written intellectual property, you should explain how the customer was given control over this and how it can be reused within the public sector at no or minimal cost.

Contract examples may include:

- A contract funded by a government catalyst or similar that has been successful in developing a technology based product/service to meet a public sector need.
- A contract with a public sector body that was procured under an Innovation Partnership Procedure and has been successful in developing a technology based product/service to meet a public sector need.
- A proof of concept with a public sector customer for a novel technology based product or service to meet a public sector need.
- Any other contract, within the public or private sector, that involved the development of a novel technology based product/service that could meet a public sector need.

Compliance Criteria:

- Example can be from the public or private sector, but if private sector you will need to explain the potential use within the public sector;
- Example provided must relate to contracts performed during the past 18 months, from obtaining DPS appointed status to be valid as evidence for this procurement;
- The Customer contact provided must be notified by you that they may be contacted by the Authority (the Authority reserves the right to validate the accuracy of contract details provided);
- Examples must clearly and unambiguously fall within the scope of the requirement;
- Examples of contracts awarded under other Framework Agreements via Call Off contracts will be considered valid, but Framework Agreements themselves will NOT be considered valid;
- Customer contact provided must not have been employed or appointed by your organisation, or from within your associated group of companies, within the past 18 months prior from obtaining DPS appointed status on RM6094 to be valid;
- Example may cover situations where your organisation was acting as prime contractor, key sub-contractor or part of a Group of Economic Operators (if you are submitting a bid as part of a Group of Economic Operators please read the 'Making the Competition Work' section paragraph 11 of the DPS Needs document); and

- The Signature must be a wet signature and not a printed name of the customer contact.

What is not acceptable as part of your Contract Example

Anything that falls within the following definitions of Innovation

Incremental Innovation

Incremental innovation is a series of small improvements, upgrades or performance enhancements or cost reductions, made to existing products, services, processes or methods, a tactic often found in the consumer technology industry.

Architectural Innovation

Architectural innovation is simply taking the lessons, skills and overall technology and applying them within a different market.

Your example must not include the following;

- Reseller / Service Integrator (SI) type solutions - the stitching together of existing component technologies. These could be delivered via other existing framework agreements.
- One off novelties that are not scalable, replicable or common (i.e. more than a single customer needs it)
- Technologies that are not applicable or aligned to the needs of the public sector or the Citizen.