

# 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 Thursday 5<sup>th</sup> September 2019, 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:	CCZZ19A03
From:	Cabinet Office (the "Customer")
To:	Ipsos MORI (the "Supplier")

Effective Date:	Friday 6 <sup>th</sup> September 2019
Expiry Date:	End date of Initial Period: Monday 5 <sup>th</sup> September 2022 End date of Maximum Extension Period: Tuesday 5 <sup>th</sup> March 2024 Minimum written notice to Supplier in respect of extension: thirty (30) days

<p>Services required:</p>	<p>Set out in Part A - Specification of the DPS Agreement and refined by all of the following:</p> <ul style="list-style-type: none"> <li>• the Customer’s Statement of Requirements (attached at Annex A)</li> <li>• the Supplier’s Proposal (attached at Annex B)</li> <li>• the Supplier’s Price Schedule and Rate Card (attached at Annex C)</li> <li>• the Supplier’s Clarification Responses (attached at Annex D)</li> </ul> <p>A kick-off meeting between the Customer and Supplier shall be held within two (2) weeks of Contract award, as stated in Section 3 of Annex A.</p> <p>Agreements made between the Customer and the Supplier in this meeting shall be documented. Herein, these documents shall be referred to as the ‘Kick-Off Documents’.</p> <p>The Kick-Off Documents shall be legally binding and – in the case of conflicting documentation - shall supersede all documents written prior to it, including the documents that are attached as Annexes to this Letter of Appointment.</p> <p>The Kick-Off Documents shall include condensed timeframes and revised delivery dates of milestones - as agreed between the Customer and the Supplier - to reflect the delayed Contract award date.</p> <p>Furthermore, the Supplier stated in their Proposal (attached as Annex B) that they would collaborate with the Customer during the work’s initial design phase to refine their Proposal to better suit the Customer’s needs. These refinements shall begin to be discussed during the kick-off meeting and shall be documented within the Kick-Off Documents, and thus – in the case of conflicting documentation - shall supersede any documentation made at a prior date.</p>
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<p>Key Individuals:</p>	<p>For the Customer: <b>REDACTED</b></p> <p>For the Supplier: <b>REDACTED</b></p>
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Guarantor(s)	Not Applicable
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Contract Charges (including any applicable discount(s), but excluding VAT):	The total Contract value (excluding VAT, but including all other expenses) is £418,945.60.
Insurance Requirements	As in RM6018 Contract Terms
Liability Requirements	As in RM6018 Contract Terms
Customer billing address for invoicing:	Invoices shall be submitted by email to both: <b>REDACTED</b>

#### **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: **REDACTED**

Date: **REDACTED**

# ANNEX A

## Customer Project Specification

### 1. SCOPE OF REQUIREMENT

- 1.1. The design and delivery of this independent evaluation shall provide tangible, actionable and timely results so that the Customer can adapt to what it learns and further understand how to realise its ambitions, within its initial three-year pilot phase. Further, the data underlying the evaluation shall be made available for reuse – with the appropriate safeguards around personal and otherwise sensitive information, the data shall either be shared with the Customer, or published openly, under licenses that permit reuse. Where data from existing sources are reused as part of the evaluation, the original sources shall be clearly signposted and any data sharing agreements clearly noted.
- 1.2. The evaluation shall be built around a hypothesis of how the activities in paragraph will lead to the desired outcomes, its vision, and associated impacts.
- 1.3. This evaluation shall take a thoughtful and nuanced approach to the Customer's work, evaluating process (how the Customer's work is delivered), direct impact (observed direct outcomes attributable to the Customer's work) and wider socio-economic impacts, and ultimately help deepen the Customer's understanding of the relationship between public service leadership and productivity.
- 1.4. Through this evaluation the Customer shall understand its system-wide impact on these leaders, their public service organisations and the wider public sector. It shall understand the combined and mutually exclusive impact of its activities on an individual, organisational and systemic level. It shall also go as far as possible in proving causality, delivering an understanding of what may, or would, have happened if the Customer did not exist.
- 1.5. The Evaluation should be designed to generate an understanding of:
  - 1.5.1. How the Customer operates (process)
  - 1.5.2. The Customer's impact;
  - 1.5.3. Mechanisms through which that impact is achieved; and
  - 1.5.4. Moderating factors that influence its effectiveness.
- 1.6. As the Customer's work is multi-faceted and layered, the Customer expects that the evaluation will combine different techniques and methods, including but not restricted to:
  - 1.6.1. A logic model and/or theory of change;
  - 1.6.2. A monitoring framework that sets out recommendations for what the Customer and the other organisations involved should be monitoring over the Customer's three year pilot phase;
  - 1.6.3. Process evaluation, looking at how operational aspects of the programme and network are delivered;
  - 1.6.4. Impact evaluation, that demonstrates causality where possible; perhaps by using a control or comparison group (e.g. Randomised Control Trials, studies using Propensity Score Matching or Difference in Difference designs); and

- 1.6.5. Economic evaluation, looking at wider economic measures such as cost-effectiveness and cost-benefit analysis, as well as broader indicators of socio-economic value such as those defined in the Public Services (Social Value) Act 2012.
- 1.7. The Customer expects these and other approaches to be combined into at least three options for the overall evaluation, with particular attention paid to when in the timeline of the Customer's work such techniques might be applied.
- 1.8. The evaluation design should identify measures and methods to capture long-range impact beyond the three-year evaluation period, to enable a future longitudinal assessment of the Customer's future work.
- 1.9. The Customer, and leaders participating in its work, operate in a complex ecosystem with many factors impacting upon observed outcomes. As the Customer is aiming to achieve transformational change across different sectors, some of its impact may emerge at a distance in the public sector, and/or be felt elsewhere in the wider economy, and/or only manifest several years down the line. This evaluation shall therefore be designed to capture impact (measuring proxy variables if necessary) across the public sector and beyond, and to include sophisticated measures that show which outcomes can be directly attributed to the Customer's work and which are a result of broader systemic changes.
- 1.10. It also is vital that wherever possible, the results of the evaluation tangibly demonstrate whether or not the Customer is having an impact and achieving value for money. The Customer therefore expects the evaluation to integrate measures of impact that meet the requirements in paragraphs 5.7 and 5.8 with the Treasury's Green Book in a framework for appraisal.
- 1.11. This information shall be shared and presented in a way so that it better informs the Customer's decision making, and ensures that the Customer can harnesses evidence to adapt its work to better realise its ambitions. There are many ways this data sharing can be achieved, and the Customer is looking for the Supplier to recommend at least two options within the Supplier's proposal.

## **2. THE REQUIREMENT**

- 2.1. Design, implement and deliver an independent monitoring and evaluation of the Customer that examines its systemic impact on the most senior public service leaders (those in the 'top' role, or two to three years away from transitioning into it), their public service organisations, and the wider public sector.
- 2.2. This evaluation design and implementation shall identify and build a comprehensive understanding of the combined and mutually exclusive impact of all the Customer's activities on an individual, organisational and systemic level. The Customer expects the Supplier to provide options on how this can be done, including through the use of theories of change and logic models.
- 2.3. The evaluation should integrate such metrics of impact with the Treasury's Green Book framework for appraisal.
- 2.4. The evaluation shall outline and rigorously analyse the individual, organisational and systemic impact of:
- 2.5. All elements of the Customer's leadership programme;
- 2.6. All elements of the Customer's network; and

- 2.7. All elements of the Customer's research activities.
- 2.8. The evaluation results shall compare and contrast the elements listed in paragraph 2.4-2.7 to achieve 2.1 and 2.2.
- 2.9. The evaluation shall use sophisticated and nuanced qualitative and quantitative methods in order to create a rounded and comprehensive understanding of the Customer's impact.
- 2.10. Updates shall be provided to the Customer on a regular basis for three years. The data underpinning the results shall be made available either directly to the Customer, or with appropriate safeguards published openly, for reuse.
- 2.11. Qualitative feedback on the Customer's work should be released to the Customer within a month of being received by the Supplier, to help iterate the implementation of the Customer's work.
- 2.12. All of these results shall be shared and presented in a way so that it better informs the Customer's decision making, and ensures that the Customer can harnesses the raw data and insights derived from them.
- 2.13. At the mid-point of the evaluation period (18 months), and at the end (three years), the Supplier will write and publish a comprehensive report on the Customer's evolution and adaptations, the evaluation findings, and the Customer's overall impact in understanding and demonstrating the relationship between leadership and public service productivity.

### **3. KEY MILESTONES AND DELIVERABLES**

**REDACTED**

## **4. MANAGEMENT INFORMATION/REPORTING**

- 4.1 During the design-phase of the evaluation, the Supplier is to have a weekly check-in with the Customer's Head of Research and Evaluation and/or Senior Data Advisor via teleconference.
- 4.2 Once the evaluation design, implementation and delivery are finalised and agreed, the Supplier will have a quarterly meeting with the Customer to share, present and discuss the evaluation results.
- 4.3 Quarterly touchpoint updates, and more detailed results every six months, are to be provided to the Customer. The final content and format of these are to be agreed during the evaluation design-phase, and should be designed to be accessible to a wide range of audiences with minimal use of technical jargon.
- 4.4 During the design phase, the Customer and the Supplier will agree lighter-touch progress updates on a regular basis, to ensure progress on the building blocks of evaluation such as data collection and access to relevant people or resources is shared in a timely way.
- 4.5 During the design phase, the Supplier and Customer will agree an approach to identifying, escalating and resolving risks and blockers to progressing the evaluation.

## **5. VOLUMES**

- 5.1 Not Applicable.

## **6. CONTINUOUS IMPROVEMENT**

- 6.1 The Customer expects the evaluation methods to respond to the changing landscape of research findings and emerging best practice in this evolving area of work. The Supplier will therefore be expected to continually improve the way in which the requirements are to be delivered throughout the Contract duration.
- 6.2 The Supplier should present new ways of working to the Customer during quarterly Contract review meetings.
- 6.3 Significant changes to the way in which the requirements are to be delivered in-between these quarterly reviews shall be brought to the Customer's attention in writing and agreed prior to any changes being implemented.

## **7. SUSTAINABILITY**

- 7.1 The Supplier 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.

## **8. QUALITY**

- 8.1 The evaluation shall balance the rigorous standards expected in academic study, with the timely delivery of actionable insights to the Customer and wider stakeholders. The Customer therefore expects the evaluation to be designed to generate data and insights of the quality that could pass peer

review, maintaining the pace by using approaches such as pre-registered reports and working papers.

8.2 The Customer expects bids to include information about the Supplier's quality assurance procedures, and any arrangements for sub-contracting parts of this evaluation.

## 9. PRICE

9.1 The maximum budget for this piece of work is £450,000.00. This amounts to £150,000.00 per annum over a three (3) year period.

9.2 Like all public sector organisations, the Customer shall provide detailed justification of discretionary spending. Thus, the Customer will be looking for suggestions on how the Customer's aims can be achieved whilst keeping costs in check, and below budget.

## 10. STAFF AND CUSTOMER SERVICE

10.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order that they may deliver a consistently quality service.

10.2 The Supplier should provide a description of the team assigned to this evaluation, including names, roles and responsibilities, and any relevant processes on staff turnover and annual/sick leave.

10.3 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

10.4 The Supplier shall inform the Customer of a single point of contact, and who has responsibility and oversight of the evaluation – and will notify the Customer of any change to these arrangements.

10.5 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.

## 11 SERVICE LEVELS AND PERFORMANCE

11.1 The Customer 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 Customer no later than one day before regular review meetings	100%
2	Delivery timescales	All milestones completed to agreed timetable	100%
3	Design check-ins	During the design-phase of the evaluation, the	100% attendance

		Supplier is to have a weekly check-in with the Customer's Head of Research and Evaluation	
5	Communication	Mid-point and final reports provided to the Customer in advance for review – two weeks for mid-point report, one month for final.	100%
6	Project management	All blockers escalated and resolved to timescale agreed during design phase	100%
7	Communication	Qualitative feedback on the Customer's work should be released to the Customer within a month of being received by the Supplier, to help iterate the implementation of the Customer's work.	100%

- 11.2 For the purposes of Contract monitoring, representatives of the Supplier will routinely report to the Designated Officer on the performance of the Contract.
- 11.3 Where the Customer 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.
- 11.4 The Supplier shall be required to provide a full incident report which describes the issues and identifies the causes. The Supplier will also be required to prepare a full and robust 'Service Improvement Action 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.
- 11.5 The Customer agrees to work with the Supplier to resolve service failure issues. However, it will remain the Supplier's sole responsibility to resolve any service failure issues.
- 11.6 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.

- 11.7 The Supplier is responsible for the performance of the Contract by any sub-contractors or other agents working on their behalf. The Supplier is to 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.
- 11.8 If any sub-contractors or other agents working on behalf of the Supplier are found unsuitable, for whatever reason, the Supplier is to engage with the relevant sub-contractors or other agents to broker a resolution.

## **12 SECURITY AND CONFIDENTIALITY REQUIREMENTS**

- 12.1 The Customer will own Intellectual Property Rights (IPRs) for all Project Specific materials.
- 12.2 All Intellectual Property Rights in the Supplier Proprietary Materials remain the property of the Supplier, with the exception of those materials that are embedded in or which are an integral part of the Project Specific IPR Items (see Contract Terms, Section 20.4.2 (which is also copied in below)).
- 12.3 To the extent that it is necessary to enable the Customer to obtain the full benefits of ownership of the Project Specific IPRs, the Supplier hereby grants to the Customer and shall procure that any relevant third party licensor shall grant to the Customer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit any Supplier Background IPRs or Third Party IPRs that are embedded in or which are an integral part of the Project Specific IPR Items.

## **13 PAYMENT AND INVOICING**

- 13.1 Payment will only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 13.2 Before payment is considered, each invoice shall include a detailed elemental breakdown of work completed and the associated costs.
- 13.3 Invoices should be submitted by post to **REDACTED** and by email. Email addresses will be provided upon Contract award.
- 13.4 Upon receipt of a full and accurate invoice, the Customer shall make payment by no later than thirty working days.

## **14. CONTRACT MANAGEMENT**

- 14.1 Attendance at Contract Review meetings shall be at the Supplier's own expense.
- 14.2 The Customer will be responsible for managing this Contract, working in partnership with the awarded Supplier.

## **15. LOCATION**

- 15.1 The location of the Services will be carried out at **REDACTED**

**ANNEX B**  
**Supplier Proposal**  
**REDACTED**

**ANNEX C**  
**Price Schedule and Rate Card**  
**REDACTED**

**ANNEX D**  
**Clarification Responses**  
**REDACTED**