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Order Form

ORDER REFERENCE: PS22235 – Evaluation of the £12m Regulators' Pioneer Fund (RPF) round 3

THE BUYER: Department for Business, Energy & Industrial Strategy

BUYER ADDRESS: 1 Victoria Street, LONDON, SW1H 0ET

THE SUPPLIER: The National Centre for Social Research

SUPPLIER ADDRESS: 35 Northampton Square, EC1V 0AX

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated Tuesday 8th November 2022.

It's issued under the DPS Contract with the reference number RM6126 Research & Insights DPS for the provision of PS22235 – Evaluation of the £12m Regulators' Pioneer Fund (RPF) round 3

DPS FILTER CATEGORY(IES):

- Qualitative, Theory-based impact evaluation (incl. Theories of Change (ToC) and Logic Modelling)

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ORDER INCORPORATED TERMS

The following documents are incorporated into this Order Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) **RM6126 Research & Insights DPS`**
3. DPS Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6126 Research & Insights DPS**
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 10 (Rectification Plan)
 - Joint schedule 11(Processing data)
 - Order Schedules for **PS22235**
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 3 (Continuous Improvement)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 7 (Key Supplier Staff)
 - Order Schedule 20 (Order Specification)
5. CCS Core Terms (DPS version) v1.0.3
6. Joint Schedule 5 (Corporate Social Responsibility) **RM6126 Research & Insights DPS**
7. Order Schedule 4 (Order Tender) as long as any parts of the Order Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

ORDER START DATE: **Tuesday 8th November 2022**

ORDER EXPIRY DATE: **31st August 2025**

ORDER INITIAL PERIOD: **34 Months**

DELIVERABLES

See details in Order Schedule 20 (Order Specification)]

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MAXIMUM LIABILITY

The limitation of liability for this Order Contract is stated in Clause 11.2 of the Core Terms.

ORDER CHARGES

See details in Order Schedule 5 (Pricing Details)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Payment shall be made via BACS

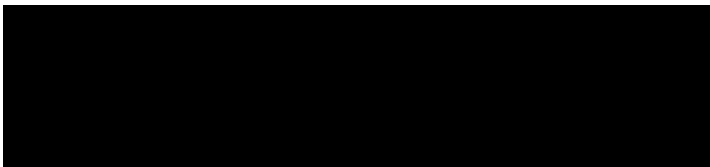
Invoices payable upon receipt of invoice and Purchase Order

Payment shall be made on Acceptance of the deliverables

BUYER'S INVOICE ADDRESS:

Invoices to be sent to UK SBS, Queensway House, West Precinct, Billingham, TS23 2NF or email: financeinvoices@uksbs.co.uk Payment shall be made upon receipt of invoice and Purchase Order Number.

BUYER'S AUTHORISED REPRESENTATIVE



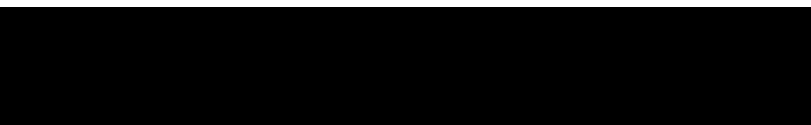
BUYER'S ENVIRONMENTAL POLICY

Not applicable

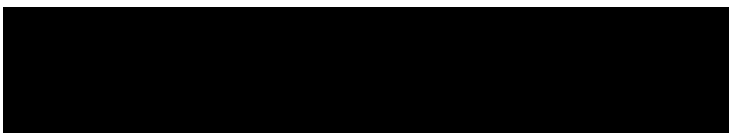
BUYER'S SECURITY POLICY

Not Applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER



PROGRESS REPORT FREQUENCY

Monthly progress reports to be provided (date that these are to be provided is to be agreed)

PROGRESS MEETING FREQUENCY

RM6126 - Research & Insights DPS
Project Version: v1.0
Model Version: v1.3

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Weekly progress updates (date that these take place to be agreed). The progress updates are to provide an update which reassures the Buyer that this project is on track given the tight timescales. Meetings to be held virtually

KEY STAFF

Not Applicable

KEY SUBCONTRACTOR(S)

Not Applicable

E-AUCTIONS

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION



SERVICE CREDITS

Not Applicable

ADDITIONAL INSURANCES

Not Applicable

GUARANTEE

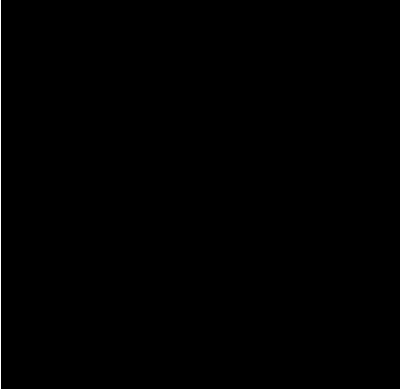
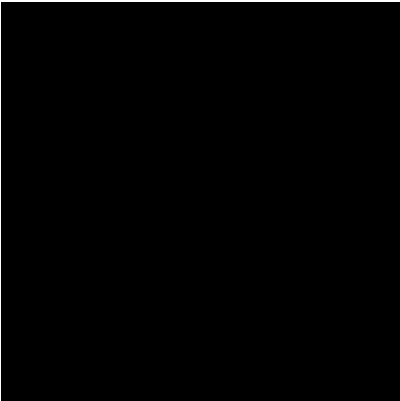
Not Applicable

SOCIAL VALUE COMMITMENT

Not Applicable

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

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Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details		
This variation is between:	Department of Business, Energy and Industrial Strategy (" BEIS " " the Buyer ") And [insert name of Supplier] (" the Supplier ")	
Contract name:	[insert name of contract to be changed] (" the Contract ")	
Contract reference number:	[insert contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete as applicable: Buyer/Supplier]	
Variation number:	[insert variation number]	
Date variation is raised:	[insert date]	
Proposed variation		
Reason for the variation:	[insert reason]	
An Impact Assessment shall be provided within:	[insert number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> Buyer to insert original Clauses or Paragraphs to be varied and the changed clause] 	
Financial variation:	Original Contract Value:	£ [insert amount]
	Additional cost due to variation:	£ [insert amount]
	New Contract value:	£ [insert amount]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by Buyer
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

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Signed by an authorised signatory for and on behalf of the Buyer

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

1.1 The Supplier shall take out and maintain or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under an Order Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:

1.1.1 the DPS Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and

1.1.2 the Order Contract Effective Date in respect of the Additional Insurances.

1.2 The Insurances shall be:

1.2.1 maintained in accordance with Good Industry Practice;

1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;

1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and

1.2.4 maintained for at least six (6) years after the End Date.

1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

2.1 Without limiting the other provisions of this Contract, the Supplier shall:

2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

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- 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. Making sure you are insured to the required amount

5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6. Cancelled Insurance

6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or nonrenewal of any of the Insurances.

6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend

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or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.

7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

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ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following [standard] insurance cover from the DPS Start Date in accordance with this Schedule:
 - 1.1 professional indemnity insurance [with cover (for a single event or a series of related events and in the aggregate) of not less than] one million pounds £1,000,000;
 - 1.2 public liability insurance [with cover (for a single event or a series of related events and in the aggregate)] of not less than one million pounds £1,000,000; and
 - 1.3 employers' liability insurance [with cover (for a single event or a series of related events and in the aggregate) of not less than] five million pounds £5,000,000.

Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan		
Details of the Default:	[Guidance: Explain the Default, with clear schedule and clause references as appropriate]	
Deadline for receiving the [Revised] Rectification Plan:	[add date (minimum 10 days from request)]	
Signed by [CCS/Buyer] :		Date:
Supplier [Revised] Rectification Plan		
Cause of the Default	[add cause]	
Anticipated impact assessment:	[add impact]	
Actual effect of Default:	[add effect]	
Steps to be taken to rectification:	Steps	Timescale
	1.	[date]
	2.	[date]
	3.	[date]
	4.	[date]
	[...]	[date]
Timescale for complete Rectification of Default	[X] Working Days	
Steps taken to prevent recurrence of Default	Steps	Timescale
	1.	[date]
	2.	[date]
	3.	[date]
	4.	[date]
	[...]	[date]

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Signed by the Supplier:		Date:	
Review of Rectification Plan [CCS/Buyer]			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		Date:	

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Joint Schedule 11 (Processing Data)

Definitions

1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Processor Personnel” all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

- (a) “Controller” in respect of the other Party who is “Processor”;
- (b) “Processor” in respect of the other Party who is “Controller”;
- (c) “Joint Controller” with the other Party;
- (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and

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- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
 - (d) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with

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- UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
8. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;

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- (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

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16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

17. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

Independent Controllers of Personal Data

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 8 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the

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requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

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27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 27 of this Joint Schedule 11.

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Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are: dataprotection@beis.gov.uk
- 1.2 The contact details of the Supplier's Data Protection Officer are: dpo@natcen.ac.uk
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p><i>Personal data includes contact details and the personal views and opinions of those involved in the Fund. This data will be processed and collected through in-depth interviews/ workshops/ focus groups/ surveys. The data will be analysed and published in an evaluation report on gov.uk. BEIS will stored anonymised data on a secure server.</i></p>
Duration of the Processing	Data will be processed for the duration of the evaluation project (October 2022 to August 2025).
Nature and purposes of the Processing	<p><i>Personal data will be processed for the purposes of evaluating the Regulators' Pioneer Fund (public good). This data will provide evidence of the impact and value for money of a up to £12m Government fund.</i></p> <p><i>Personal data includes contact details and the personal views and opinions of those involved in the Fund. This data will be processed and collected through in-depth interviews/ workshops/ focus groups/ surveys. The data will be analysed and published in an</i></p>

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	<p><i>evaluation report on gov.uk. BEIS will stored anonymised data on a secure server.</i></p> <p><i>The nature of processing will include the storage and use of names and business contact details of staff of both the Contracting Authority and the Supplier as necessary to deliver the services and to undertake the Contract and performance management. The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Supplier involved in managing the Contract.</i></p>
Type of Personal Data	<p><i>Contact details (including emails, roles/job titles) of those involved in the Fund.</i></p> <p><i>Personal views and opinions of those participating in the Regulators' Pioneer Fund.</i></p> <p><i>Names, business telephone numbers and email addresses, office location and position of staff of both the Contracting Authority and the Supplier as necessary to deliver the services and to undertake the Contract and performance management. The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Supplier involved in managing the Contract.</i></p>
Categories of Data Subject	<p>Staff from Regulators and Local Authorities and other stakeholders who have been involved in the Fund (e.g. businesses).</p> <p>Staff of the Contracting Authority and the Supplier, including where those employees are named within the Contract itself or involved within the Contract management.</p>
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<p><i>Provide the Contracting Authority with a complete and uncorrupted version of the Personal Data in electronic form (or such other format as reasonably required by the Contracting Authority and erase from any computers, storage devices and storage media that are to be retained by the Supplier the expiry of the Contract. The Supplier will certify to the Contracting Authority that it has completed such deletion.</i></p> <p><i>Where Personal Data is contained within the Contract documentation, this will be retained in line with the Department's privacy notice found within the Procurement Documents.</i></p>

Order Schedule 1 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the DPS Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
[Performance]	[]	[]	[]
[Order Contract Charges]	[]	[]	[]
[Key Subcontractors]	[]	[]	[]
[Technical]	[]	[]	[]
[Performance management]	[]	[]	[]

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Order Schedule 2 (Staff Transfer)**1. Definitions**

1.1 In this Schedule, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Acquired Rights Directive"	<p>1 the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;</p> <p>2</p>
"Employee Liability"	<p>3 all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:</p> <p>a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;</p>
	<p>b) unfair, wrongful or constructive dismissal compensation;</p>
	<p>c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;</p>
	<p>d) compensation for less favourable treatment of part-time workers or fixed term employees;</p>
	<p>e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;</p>

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	f) employment claims whether in tort, contract or statute or otherwise;
	g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
"Former Supplier"	a supplier supplying services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);
"New Fair Deal"	the revised Fair Deal position set out in the HM Treasury guidance: <i>"Fair Deal for Staff Pensions: Staff Transfer from Central Government"</i> issued in October 2013 including: <ul style="list-style-type: none"> (i) any amendments to that document immediately prior to the Relevant Transfer Date; and (ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;
"Old Fair Deal"	HM Treasury Guidance <i>"Staff Transfers from Central Government: A Fair Deal for Staff Pensions"</i> issued in June 1999 including the supplementary guidance <i>"Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues"</i> issued in June 2004;
"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier

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	or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;
"Staffing Information"	<p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:</p> <p>(a) their ages, dates of commencement of employment or engagement, gender and place of work;</p>
	(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
	(c) the identity of the employer or relevant contracting Party;
	(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
	(e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
	(f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
	(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);

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	(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
	(i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
	(j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;
"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Personnel List"	a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Term"	the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;
"Transferring Buyer Employees"	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.

2. INTERPRETATION

- 2.1 Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the

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Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

- 2.2 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together “Third Party Provisions”) confer benefits on third parties (each such person a “Third Party Beneficiary”) and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.
- 2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Order Contract has no right under the CRTPA to enforce any term of this Order Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 2.5 Any amendments or modifications to this Order Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

3. Which parts of this Schedule apply

Only the following parts of this Schedule shall apply to this Call Off Contract:

- No Staff Transfer on the Start Date

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2 If any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
 - 1.2.1 the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, notify the Former Supplier in writing; and
 - 1.2.2 the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification from the Supplier or the Subcontractor (as appropriate) or take such other reasonable steps as the Buyer or Former Supplier (as the case may be) it considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Buyer and/or the Former Supplier),, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the 15 Working Day period referred to in Paragraph 1.2.2:
 - 1.4.1 no such offer of employment has been made;
 - 1.4.2 such offer has been made but not accepted; or
 - 1.4.3 the situation has not otherwise been resolved;
 the Supplier may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 1.5 Subject to the Supplier and/or the relevant Subcontractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.8 the Buyer shall:
 - 1.5.1 indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the

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- Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and
- 1.5.2 procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 1.6 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under Law.
- 1.7 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.6, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.
- 1.8 The indemnities in Paragraph 1.5:
- 1.8.1 shall not apply to:
- (a) any claim for:
- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- in any case in relation to any alleged act or omission of the Supplier and/or Subcontractor; or
- (b) any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and
- 1.8.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any

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Subcontractor to the Buyer and, if applicable, Former Supplier within 6 months of the Start Date.

- 1.9 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

2. Limits on the Former Supplier's obligations

Where in this Part C the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

Order Schedule 3 (Continuous Improvement)

1. Buyer's Rights

- 1.1. The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

2. Supplier's Obligations

- 2.1. The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2. The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3. In addition to Paragraph 2, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("Continuous Improvement Plan") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 2.3.1. identifying the emergence of relevant new and evolving technologies;
 - 2.3.2. changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 2.3.3. new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 2.3.4. measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 2.4. The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
- 2.5. The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous

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Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.

- 2.6. The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.7. If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 2.8. Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
 - 2.8.1. the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 2.8.2. the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.9. The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10. All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11. Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12. At any time during the Contract Period of the Order Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

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Order Schedule 4 (Order Tender)



PROJ1.1_FINAL.pdf



PROJ1.2 FINAL.pdf



PROJ1.3 FINAL.pdf



PROJ1.4_FINAL.pdf

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Order Schedule 5 (Pricing Details)

AW5.2 Price Schedule

Please ensure that you DO NOT alter this spreadsheet. Any alterations may result in your Pricing being disqualified.



SOURCING REFERENCE:	PS22235
SOURCING DOCUMENT TITLE:	Evaluation of the £12m Regulators' Pioneer Fund (RPF) round 3
BIDDER NAME	National Centre for Social research

Please complete the shaded yellow sections only.

Please note that the staff costs in section 1 cell D21 should equal the staff costs outlined in section 2. Section 2 provides further detail around the project team and the distribution of staff days.

The figure used for evaluation is the total Cost (ex VAT) provided in Section 1 (cell D21). The total cost is the total staff costs (ex VAT) and the total Travel and Subsistence, Overhead costs, cost of production of materials and any/all costs associated with the delivery of the project (ex VAT).

Section 1: Total Project Costs (Summary)

Objective	Number of Days	Total Staff Cost Per Objective (ex VAT)	Total Cost (Ex VAT)
1. Research			
2. Data Collection/Compilation			
3. Drafting			
4. Analysis			
5. Project management			
6. Meetings			
7. Other Costs			
TOTAL		£ 235,921.62	£ 249,000.62

RM6126 - Research & Insights DPS

Project Version: v1.0

Model Version: v1.3

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Section 2: Total Staff Costs (Please complete)

Job Title	Standard Rate/Fees excluding VAT (£/Day)	Discounted Rate/Fees excluding VAT (£/Day)	Objective Area (Please Select)	Number of Days	Travel and Subsistence, Overhead costs, cost of production of materials and any/all costs associated with the delivery of the	Total Staff Cost (ex VAT)	Total Cost (ex VAT)
TOTAL STAFF COSTS						£ 235,921.62	£ 249,000.62

Notes:

Day rate is for 8 hr day.

Half day rate is for 4 hrs.

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Order Schedule 7 (Key Supplier Staff)

- 1.1 The Annex 1 to this Schedule lists the key roles ("**Key Roles**") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

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- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Annex 1- Key Roles

Key Role	Key Staff	Contract Details

Order Schedule 20 (Order Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Order Contract

Strategic Context

This tender is seeking a supplier (or suppliers) to evaluate the new round of the [Regulators' Pioneer Fund \(RPF\)](#).

An on-going challenge for regulators is keeping pace with innovation in their sectors (including new and disruptive technologies), while aiming to keep consumers safe. Regulation can unintentionally block or slow down innovative products and services from reaching the market which can undermine R&D investment and deter innovation.

The Regulators' Pioneer Fund (RPF) supports regulators and local authorities to adopt new and experimental approaches which seek to remove barriers to innovation and help businesses get their innovative products and services to market, thus supporting the growth and productivity of the UK economy and improve people's lives.

The Department for Business, Energy and Industrial Strategy (BEIS) set up the Regulators' Pioneer Fund in 2017, allocating £10 million to 14 regulator-led projects in 2018-20 to stimulate innovation in their sectors. An independent evaluation of the first round (RPF1) was conducted and published on gov.uk:
<https://www.gov.uk/government/publications/evaluation-of-the-regulators-pioneers-fund-rpf-round-1>

The independent evaluation of the programme found clear evidence that the Fund had driven engagement, collaboration and partnership working across regulators. The Fund was successful at progressing towards achieving a range of outcomes, in particular stimulating and permitting the development of new business innovations with 15 new products, processes or services entering trials as a result of project activities.

The second round of the Regulators' Pioneer Fund was set up in 2021, allocating up to £3.7 million to 21 6-month regulator and local authority-led projects. An independent evaluation for this is still ongoing. The following outputs from this evaluation will be available to share with contractors by the time of appointment:

- **RPF 2 Final Evaluation Report** – an iterative, mixed method approach was adopted for the evaluation, combining elements of impact and process evaluation. The final report synthesizes findings across all strands of the evaluation including qualitative interviews with project leads, case studies with selected regulators and stakeholders, and analysis of management information and project reports.
- **Case Study slide pack** – ten case studies were conducted to draw lessons from the programme. A slide-pack summarising these case studies has been put together as part of the evaluation.
- **RPF 2 Theory of Change:** See [Annex A](#)

The Better Regulation Executive (BRE) in BEIS has recently launched a new £12m round of the RPF (July 2022). UK regulators and local authorities can apply to the new £12 million Fund with initiatives that help businesses bring innovative products and services to market. The competition's aim is to help keep the UK at the forefront of regulatory thinking

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and experimentation and to help achieve wider government priorities such as place-based innovation, reducing cost of living and achieving Net Zero. The fund will sponsor projects led by regulators or local authorities which aim to create a UK regulatory environment that encourages business innovation and investment.

BEIS is seeking to fund 20-30 projects, providing up to £1 million per project. The funding dates vary depending on project duration, as follows:

Project duration	Project start date	Project end date
8 months	January 2023	August 2023
12-18 months	September 2023	August 2024 – February 2025

All projects must finish by March 2025. The varying project lengths enable the fund to be as inclusive as possible of different projects. It is expected that there will be a roughly equal split of short and long projects. Note that bidders can apply for both an 8 month and 12-18 month project. These can be in the form of a research project that then informs another project, or they can be two completely independent projects. Within the former option, success of the second application would be dependent on success of the first application. For the latter each individual project would be assessed independently from each other.

Aims of the Evaluation

BEIS is seeking to fund an impact and process evaluation of the new round of the RPF in order to understand whether the Fund has delivered against the goals stated above and what outcomes projects have achieved, for who, how and why. There are four key aims of the evaluation:

1. Understanding whether the Fund has delivered against its intended goals, what outcomes and impacts have been achieved, for who (e.g. regulators, local authorities, businesses, society), against wider government priorities (such as place-based innovation, reducing cost of living and achieving Net Zero), how and why;
2. Gaining a deeper understanding of the lessons learned for delivering innovative projects, building on the findings from the RPF1 and 2 evaluations;
3. Disseminating key lessons and learnings across government and beyond;
4. Effectively monitoring the projects to manage risks and maximise outcomes.

The evidence will also be used to inform the design of any future policy in this space and future potential bids for funding.

Evaluation Questions

Below are draft research questions for the evaluation, which should be re-visited with BRE at the start of the evaluation.

- What impact has the £12m Fund had? What impact has the RPF programme had as a whole?
 - What outcomes have been achieved, for who, how and why?
 - How far can it be evidenced that the Fund contributed to the realisation of these outcomes (relative to other potential factors)?
 - What do projects aim to achieve after they have finished their projects (post Aug 23 and post Feb 25 for short and long projects respectively)?

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- What are the anticipated longer-term impacts of RPF 3 projects, including anticipated impacts on businesses, consumers and on Government priorities (Net Zero, cost of living, place-based innovation?)
- What have RPF1 and 2 projects achieved since finishing their projects and have they achieved any longer-term outcomes? What have we learned beyond the RPF1 and 2 logic models?
- How can we monitor and track the longer-term outcomes/impacts of the RPF as a whole?
- How well have lessons learned from RF1 and RF2 been taken on board in the design and delivery of RF3?
- Is there any evidence the fund could have achieved more with additional funding?
- What can we learn about the process of delivering the fund and innovative projects?
 - What worked well and not so well when managing and delivering the fund?
 - What challenges did regulators and local authorities encounter when delivering innovative projects?
 - What lessons can we learn and share about delivering these types of innovative projects?
- What can government and wider stakeholders learn from this fund?
 - What lessons can we learn across the Fund about what works to accelerate and encourage innovation?
 - What can we learn from projects that have 'gone wrong' or not achieved their aims?
 - How do these findings compare to/build upon the RPF1 and 2 evaluations?

Groups involved in the evaluation:

The evaluation could include a range of different stakeholders, e.g.

- BRE staff (e.g. those involved in administering the fund).
- Regulator/Local Authority project leads from current and previous rounds of funding (project managers responsible for delivering the project) and other key members of staff.
- Beneficiaries of projects (e.g. businesses, consumers, other key stakeholders).
- Regulators/local authorities who were not successful in receiving funding.
- Other government stakeholders in government priority areas.

Projects could be based anywhere in the UK.

Methodology**Overview**

BEIS are looking for a process and impact evaluation to be conducted. There are numerous challenges to capturing the impacts of RPF projects, meaning a theory-based approach is likely to be the most appropriate. Bidders are expected to outline what theory-based method(s) they will use to generate robust evidence of the impact of the Fund.

Understanding the outcomes and impacts of the RPF is a priority for this evaluation, particularly the long term outcomes from previous rounds of projects which may now be evident. As such, bidders are also expected to discuss how they will approach assessing the short, medium and long-term outcomes of both the RPF round 3, as well as the programme as a whole.

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Based on our experiences of evaluating previous RPF rounds, we have presented our thoughts on the approach and data collection for this evaluation below, however BEIS is open to bidders suggesting a different approach and welcomes fresh thinking.

Due to the small sample sizes (i.e. funding around 20-30 projects), BEIS anticipates the evaluator will interview **all projects** at some point in the evaluation.

Approach

Bidders should provide details of what approach they will take and why. Below is a suggested approach to the evaluation, **however we welcome any new ideas and adaptations**.

Scoping:

- Evaluation of the first and second round of the RPF included the development of a logic model. RPF1 logic model can be found here: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/967045/evaluation-of-rpf-technical-report.pdf. RPF2 Theory of Change can be found in [Annex A](#).
- BEIS requires the successful bidder to revisit this Theory of Change and develop it further through the evaluation scoping stage (e.g. via testing and workshops with stakeholders).
- The successful contractor will also have access to a range of materials to familiarise themselves with the RPF. For example, application forms of successful projects, further details of the RPF1 and 2 evaluation/projects etc.
- It is expected that the contractor will develop a detailed evaluation plan with BEIS following the conclusion of scoping activities.

Monitoring:

- **Monitoring:** we anticipate the successful contractor playing a key role in monitoring the projects. This monitoring information could also be used to shape the evaluation framework and research materials. We suggest the contractor's involvement in monitoring should include:
 - Reviewing BEIS's monitoring metrics and processes, suggesting any improvements. The monitoring materials used in the evaluation of the second RPF round can be found in [Annex B](#).
 - Compiling regular monitoring reports, these could be monthly, quarterly or ad hoc (BRE staff will collect this information themselves through regular monitoring meetings with project leads). Frequency will be specified as part of scoping although it may vary at points in the duration of the work.
 - Presenting monitoring and evaluation updates to the BRE RPF Programme Board (every 6 weeks or so)

Data collection:

- **In-depth interviews:** due to the difficulty in quantifying the outcomes of the Fund, we anticipate the contractor using in-depth, qualitative interviews to gather evidence for the process and impact evaluation. Bidders are expected to outline their approach. We have estimated around **75 interviews** depending on the number of projects funded (maximum 30 projects).

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- **Baseline (max 30):** baseline data collection is encouraged to improve the credibility of the impact evaluation and to gather evidence for the process evaluation. Conducting interviews with each project lead before/as projects begin will enable the contractor to familiarise themselves with the project, help to understand the anticipated impacts and will help shape the evaluation framework.
- **Intermediate (max 15):** For longer projects (12-18 months), it is envisaged that interviews take place mid-way through the project to understand progress and draw interim conclusions.
- **End of project (max 30):** BEIS anticipates the successful contractor conducting interviews once RPF projects have finished to understand what has been achieved, for who, how and why and capturing lessons learned.
- **Case studies (~30 additional interviews):** the evaluations of previous rounds of the RPF included deep dive case studies on a selection of projects. <https://www.gov.uk/government/publications/evaluation-of-the-regulators-pioneers-fund-rpf-round-1> This included interviewing an additional two beneficiaries for each project (e.g. businesses) to triangulate evidence and gain a deeper understanding of the project outcomes and lessons learned. We would value a selection of case studies to be conducted for this evaluation. Bidders will be expected to outline how many they anticipate conducting, how and when.
- **Unsuccessful projects (~5):** BEIS is keen to interview some of the projects that just missed out on receiving government funding to act as a comparison against the ones that did. This will likely add credibility to the impact evaluation (e.g. to gain a deeper understanding of the how the funding contributed to outcomes/impacts). Engaging this group will be challenging so a small number of interviews will be sufficient. Bidders will be expected to outline how many they anticipate conducting, how and when.
- **RPF1 and RPF2 projects (~20):** BEIS is keen to re-interview some of the projects from the first and second rounds of the RPF to see what has been achieved since funding finished. It may be challenging to re-engage these projects, so BEIS anticipates a small number of interviews being conducted. These interviews could be conducted during the early stages of the evaluation to provide early evidence for BEIS (around autumn 2023). We will provide the necessary information to do this (e.g. details of the projects, contacts, previous evidence).
- **Additional evidence:** RPF projects are required to produce a report at the end of their project to summarise what has been achieved and lessons learned. These reports will be provided to the successful bidder as an additional source of evidence/ information. BEIS would value the contractor doing a review of these reports (e.g. to draw out key lessons learned, and as part of triangulating evidence). The information included in the end of project reports as well as the monitoring reports used in RPF 2 can be found in [Annex B](#).

Analysis & synthesis:

- Bidders are expected to provide detail on what evidence they will gather through the evaluation and how it will be **analysed**. In particular, bidders need to provide detail of what theory-based method(s) will be used and applied, why these are suitable and how they address the challenges associated with this evaluation.

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- The bidder should describe the approach to **synthesis** e.g. how they intend to triangulate evidence gathered from interviews, case-studies and secondary evidence? How would they make sense of contradictory evidence? What Quality Assurance processes will be in place?

Timeline:

- Data collection for the evaluation will be dependent on the timing of the funded projects (e.g. interviewing as and when projects finish).
- RPF projects will last either 8 months or 12-18 months. The 8-month long projects will run from January 2023 to the end of August 2023, while the 12-18 month long projects will begin in September 2023 and end by the end of February 2025.
- BEIS anticipates the evaluation starting mid-October 2022 (project leads are likely to start setting up their projects from early January 2023) and ending by August 2025. The end date of the evaluation is flexible if the contractor would benefit from more/less time.
- We require **an interim, internal evaluation report** in the **Spring/early Summer 2024** to feed into future policy making.
- BEIS also requires **two publishable quality reports**, with accompanying **presentations** of the key findings, at the following points:
 - **Interim report: Dec 23/Jan 24**
 - **Final report: by August 2025**

The **case studies** are expected to be made available and published alongside the final report, by August 2025.

Evaluation Phases

We have recommended splitting the project into three phases, with the following activities for each phase. But the successful contractor is welcome to suggest something different:

- **Phase 1** (Evaluation kick off to end August 2023):
 - Scoping activities and creation of Evaluation Plan;
 - Monitoring activity for 8-month projects;
 - Baseline interviews with 8-month projects;
 - Follow up interviews with RPF1 and 2 projects;
- **Phase 2** (September 2023 to end August 2024):
 - Baseline interviews and intermediate interviews with 12-18 month projects;
 - End of project interviews with RPF3 8-month projects;
 - Interviews with unsuccessful RPF3 projects;
 - Monitoring activity for 12-18 month projects
 - Case study development;
 - Analysing additional evidence (e.g. reports);
 - Publishable quality interim report and presentation (Dec 23/Jan 24);
 - Internal interim report (Spring/early Summer 2024).
- **Phase 3** (September 2024 to end August 2025):
 - Continued monitoring of 12-18 month projects;
 - Final interviews with 12-18 month projects;
 - Case study development;
 - Analysing additional evidence (e.g. reports);
 - Final publishable evaluation report, presentation and case studies (by Aug 2025).

Ways of Working

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- The successful bidder is expected to work closely with BRE throughout the project.
- This includes allowing time for BRE to feed into and quality assure the research approach, research materials and deliverables.
- BRE also expects regular updates to BRE on the progress of the evaluation as necessary (e.g. via email/call/regular catch-ups).
- Bidders are expected to outline in their bids how they will do this.

Risks and Considerations:

There are a number of risks and considerations that bidders will need to acknowledge in their bid. These include:

- **Identifying longer term outcomes and impacts:** due to the nature of the programme and the timing of the evaluation, it will be challenging to uncover whether the RPF 3 is likely to lead to longer term outcomes or impacts.
- **Minimising burden:** regulators/local authorities understand that they need to participate in the evaluation if they receive funding. However, we are keen to minimise the burden on project leads/stakeholders whilst generating high quality, comprehensive evidence. The evaluation plan/data collection materials should consider this (e.g. streamlining the collection of monitoring information and interviews).
- **Collecting data on project challenges:** projects receiving funding from government may have a tendency to be overly positive about their projects and less likely to discuss challenges and barriers. Data collection materials will need to be designed in a way to minimise this risk.
- **Difficulty in organising interviews:** The RPF has so far dealt with participants opting to take part in the scheme, who are therefore engaged and willing to partake in interviews. Organising interviews may however be more challenging for projects that were not successful in receiving funding, or for RPF1 and 2 projects where staff may have moved on.
- **Cumulative impact:** RPF1 and 2 regulators can apply for funding in this new round. Indeed, regulators can apply for funding for both 8 month and 12-18 month projects in the new round (i.e. they are not mutually exclusive). Bidders will need to consider how they will disentangle the impacts of multiple projects from multiple rounds of funding.
- **Handling of sensitive information:** some of the funded projects may include sensitive information. The successful evaluation partner will be required to sign a non-disclosure agreement and be GDPR compliant.
- **Resource for the evaluation:** there are likely to be peaks and troughs in required resource for the evaluation (i.e. peaks at the start and end of projects). The successful bidder will need to manage their resource throughout to ensure they can deliver at the right times.

Deliverables

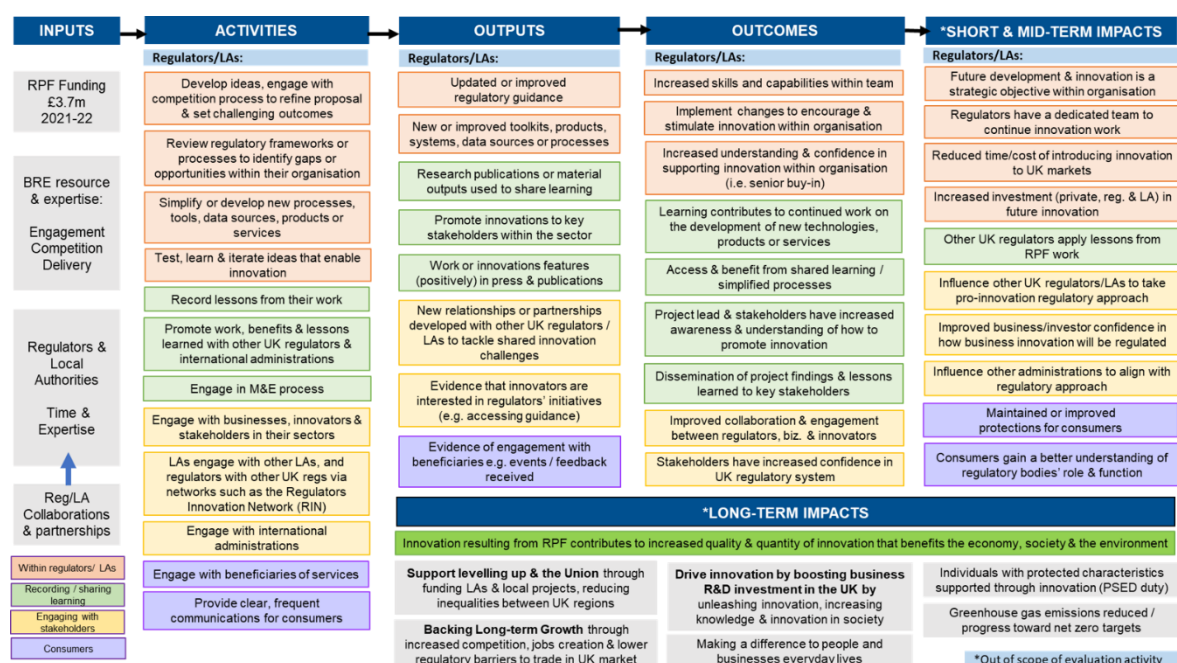
We are seeking the following deliverables for this project:

- **Regular, e.g. monthly/quarterly or ad hoc, monitoring reports:** short, internal report to be provided to BRE, summarising the progress projects are making and any risks/mitigations. These will be separate to but based on the regular monitoring reports filled in by RPF 3 project leads (monitoring template from RPF 2 can be found in [Annex B](#)). BRE will be responsible for collecting and sharing the regular monitoring reports from projects with the contractor, who will then be responsible for summarising and reporting monitoring information.

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- **Revised theory of change:** at the beginning of the evaluation as part of scoping and revised at the end as appropriate using the evaluation evidence. This can be included in the report/as a separate output.
- **Interim (publishable) evaluation report (Dec 23/Jan 24):** focusing on results from fieldwork findings up until that point and process evaluation findings.
- **Internal (unpublished) evaluation report:** the successful bidder is asked to provide an internal findings report around the Spring/early Summer 2024. This would summarise all of the evidence collected to that date (e.g. process evaluation findings, follow-up interviews with RPF1 and 2 projects, interim case studies).
- **Final (publishable) evaluation report:** to be produced by the end of the project (by August 2025). Bringing together all findings for 8 month and 12-18 month projects, RPF1/2 projects. This will be of a publishable format, following BEIS's reporting guidelines (e.g. executive summary, in an accessible format).
- **Case studies:** We suggest case studies are presented in a separate report (as with the RPF1 evaluation). These case studies will need to be of publishable quality and in an accessible format.
- **Technical report:** containing evaluation materials, topic guides, etc.
- **Findings presentations:** to accompany publishable reports, and to be delivered to BEIS and other key external stakeholders (e.g. regulators, local authorities, other government departments).

ANNEX A – RPF 2 Theory of Change**ANNEX B – RPF 2 MONITORING FORMS**Monthly monitoring (progress report) form

The monthly monitoring form contains the following information (full Excel sheet to be shared with successful bidder upon request):

- Progress summary (free text field) & RAG rating
- Deliverables and progress made against them, including information on:
 - Brief description of deliverable

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- Start/end date
- Progress
- Next steps
- Activity/output/outcome
- Indicators of success
- New learnings gained (free text field)
- Project timeline (Gantt);
- Risks and mitigation plans;
- Information on the project team and personnel, including key contacts and personnel changes;
- Information on engagement, including details of planned publicity and narrative on the progress of final reports and dissemination plans.

End-of-project report

Project leads were requested to provide information on the following areas:

- Details of the project and context (e.g. what problems were they trying to solve)
- What did they do and how?
- What were the key outcomes of their project?
- What were the key lessons learned?
- What problems did they face, and how did they overcome them, if at all?
- What are the next steps?
- Executive summary (4 pages) providing an overview of the project