

DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: Letter of Appointment

REDACTED

Rare Recruitment

REDACTED

Email: [REDACTED](#)

Dear REDACTED

Letter of Appointment - Provision of Research for BAME candidates in Civil Service Fast Stream and Fast Track Programmes – CCZZ18A37

This letter of Appointment date Thursday 2nd May 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:	To be provided post award
From:	Cabinet Office ("Customer")
To:	Rare Recruitment Limited ("Supplier")

Effective Date:	The contract will commence Tuesday 7 th May 2019 for a period of 12 weeks
Expiry Date:	End date will be Monday 29th July 2019, with no option to extend.

Services required:	Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by: <ul style="list-style-type: none">· the Customer's Project Specification attached at Annex A and the Supplier's Proposal attached at Annex B;
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Key Individuals:	(Supplier)
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	<p>REDACTED – Research Director REDACTEDk Contact Number: REDACTED</p> <p>REDACTED – Research Senior Manager REDACTED – Research Associate REDACTED – Research Associate REDACTED – Research Co-ordinators REDACTED – Research Co-ordinators</p> <p>(Customer) REDACTED - Head of Assessment and Diversity, Chief Assessor/Psychologist Email - REDACTED Contact Number: REDACTED</p> <p>REDACTED - FSET Assessment and Diversity Support Manager Email - REDACTED Contact Number: REDACTED</p>
[Guarantor(s)]	N/A

Contract Charges (including any applicable discount(s), but excluding VAT):	<p>Annex 1 - Contract Charges - Contract Terms.</p> <ol style="list-style-type: none"> 1. For the avoidance of doubt, the total contract value shall not exceed £39,300.00 (excluding VAT but inclusive of all expenses) and will be paid on completion of the following deliverables as detailed in the table within Annex 1. 2. The Provider shall add VAT to the Contract Price at the prevailing rate as applicable and the Customer shall pay the VAT to the Provider following its receipt of a valid VAT invoice. 3. Invoices to be submitted in line with milestone payments to be agreed with the Customer. 4. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
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Insurance Requirements	(Clause 19.1 of the Contract Terms);
Liability Requirements	Supplier's limitation of Liability (Clause Error! Reference source not found. of the Contract Terms);
Customer billing address for invoicing:	Invoices to be sent to REDACTED

GDPR	N/A
Alternative and/or additional provisions (including Schedule 8(Additional clauses)):	N/A

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: 07/05/2019

Date: 08/05/2019

ANNEX A

Customer Project Specification

1. PURPOSE

- 1.1 This work relates to conducting research around ethnic minority candidates, including market insight and competitor analysis, in order to identify proposals to reach and influence the target audience for the Civil Service Fast Stream Graduate and Fast Track Apprenticeship programmes, as well as achieve higher selection rates.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The Fast Stream and Early Talent (FSET) team, part of Civil Service HR, within the Cabinet Office, has responsibility for recruiting and developing young talent into the Civil Service.
- 2.2 In particular, FSET delivers the Civil Service Fast Stream and the Fast Track programmes.
- 2.3 The Fast Stream is a graduate programme with an accelerated career path to leadership. The Fast Stream is designed to equip graduates with the skills and attributes they need to shape and lead a modern, dynamic Civil Service. The Fast Stream recruits approximately 1,300 applicants each year to the Civil Service.
- 2.4 The Fast Track programme is a two-year Level 4 apprenticeship: a rewarding alternative to university with a competitive starting salary. Demand for Fast Track apprentices is generally strong across government with a target of 500-600 apprentices recruited on to the Fast Track programme each year. (Note, however, that the Fast Track programme is currently under review and may be modified in due course).
- 2.5 The Cabinet Office may be referred to as either the Customer or the Authority throughout this document.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 The Civil Service needs to attract talent from a wide range of backgrounds if they are to meet the requirements of a modern and diverse Britain. To date, their progress on increasing the diversity of the Civil Service has been inconsistent. Fast Stream has made good progress in recruiting Black, Asian and Minority Ethnic (BAME) groups overall, with success especially in 2017 (close to the Higher Education Statistics Agency (HESA) target), however this dropped back somewhat in 2018. In addition, there are certain groups, such as Black Caribbean, that have not been able to make significant inroads – notably in 2016, despite high numbers of applications for this group – albeit with greater representation in 2017, but again falling back in 2018. Fast Track data has been more favourable in terms of ethnic minority success (in 2016, against the bench mark), but they still wish to maximise our outcomes in respect to this programme.
- 3.2 This piece of research is required to understand why a limited number of ethnic minority candidates achieve success applying for our programmes, especially for certain categories, such as Black Caribbean and other

categories with low representation. Findings from the research will inform the outreach, attraction and selection strategy for the Customers early talent programmes.

- 3.3 The research will provide valuable data insight into our ethnic minority target audience and enable FSET to address any misconceptions around the Civil Service and Fast Stream/Fast Track programmes and address ethnic minority underperformance.
- 3.4 Under the provisions set out in the Social Value Act 2012, this research would have a positive socio-economic impact.

4. DEFINITIONS

Expression or Acronym	Definition
CS	Civil Service.
FSET	Fast Stream and Early Talent.
D&I	Diversity and Inclusion.
FT	Fast Track programme.
FS	Fast Stream programme.

5. SCOPE OF REQUIREMENT

- 5.1 The Provider is to conduct research around ethnic minority candidates, including market insight and competitor analysis, in order to identify proposals to reach and influence the target audience for the Fast Stream Graduate and Fast Track Apprenticeship programmes, as well as achieve higher selection rates.

6. THE REQUIREMENT

- 6.1 The Provider will provide:
 - 6.1.1 Statistics on the current pool of ethnic minority applicants that are eligible for the Customer's Fast Stream graduate programme and Fast Track apprenticeship programme.
 - 6.1.2 How the Civil Service compares, statistically, to the Customer's main competitors and market leaders i.e. what percentage of their applications are from ethnic minority candidates? How many successful applications do they receive from ethnic minority candidates? What are the success rates of ethnic minority candidates compared to white candidates? From this information the Customer can be data-led in terms of setting their own KPIs for an on-boarded partner. This analysis will also look at sub-group level ethnic minority categories, especially Black Caribbean.
 - 6.1.3 Suggested best practices used by the most successful organisations recruiting ethnic minority candidates. This analysis will also look at sub-group level ethnic minority categories, especially Black Caribbean, Black African, Other Black/African/Caribbean background, Bangladeshi, Pakistani and White and Black African.

- 6.1.4 Market information on where ethnic minority candidates search/apply for apprenticeships, graduates and similar programmes. This will serve as a list of where the Civil Service can direct resources (partners, messages and the appropriate teams).
- 6.1.5 Findings on (potential and, also, previously unsuccessful) ethnic minority candidate perceptions of the Civil Service, to allow the Customer to build on key attractors and to overcome dissuaders - as well as highlight any significant misconceptions the target audience may have and any additional barriers for seeking a Civil Service role.
- 6.1.6 The Provider will provide market information regarding appropriate messages that need to be implemented and where they need to be deployed.
- 6.1.7 The Provider will provide proposals on suitable ethnic minority – friendly/bias-free selection approaches.
- 6.1.8 The final report will include an action plan for improving representation of those from ethnic minority backgrounds in the Civil Service. The Customer would wish to set up a challenge session ahead of the report being finalised to review findings and recommendations; and the final report will be delivered in a formal face to face presentation to the main Civil Service project sponsor and other key stakeholders.

7. KEY MILESTONES

- 7.1 The Provider should note the following project milestones that the Customer will measure the quality of delivery against:

Milestone	Description	Timeframe
1	Confirm methods of research and agree timeline with FSET and D&I team.	Within week 1 of Contract Award.
2	Provide updates of progress.	Weekly throughout the contract.
3	Research to be conducted.	Week 4-8 of the contract award To note - Dependent on target audience availability.
4	Market information.	Week 4 of contract award
5	Provide raw data and insight.	As soon as data has been collected.
6	Provide draft research report.	Week 8 of contract award
7	Provide final research report/presentation.	Within 8 to 12 weeks of contract award.

8. AUTHORITY'S RESPONSIBILITIES

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

9. REPORTING

- 9.1 The Provider will be required to fulfil the reporting obligations as set out in 7.1 on a weekly basis.
- 9.2 In addition the Provider must have the ability to provide raw data as well as high level summary reports.
- 9.3 The ability to provide findings in an accessible format (Microsoft Excel and Word).

10. CONTINUOUS IMPROVEMENT

- 10.1 The Provider will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 10.2 The Provider should present new ways of working to the Customer during Contract review meetings.
- 10.3 Changes to the way in which the Services are to be delivered must be brought to the Customer's attention and agreed prior to any changes being implemented.

11. PRICE

- 11.1 The charges will not exceed £39,300.00 (ex VAT) and will be as detailed with Annex 1 of Contract Terms.

12. STAFF AND CUSTOMER SERVICE

- 12.1 The Customer requires the Provider to provide a sufficient level of resource throughout the duration of the Ethnic Minority Research Fast Stream and Early Talent contract in order to consistently deliver a quality service to all Parties.
- 12.2 Provider's staff assigned to the Ethnic Minority Research Fast Stream and Early Talent contract shall have the relevant qualifications and experience to deliver the Contract.
- 12.3 The Provider 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.

13. SERVICE LEVELS AND PERFORMANCE

- 13.1 The Authority will measure the quality of the Provider's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Research.	The Provider will meet with the Customer to provide an implementation plan within a	100%

		week of the contract being awarded.	
2	Reporting.	The Provider will update the Customer (either through a tele-kit or face to face) at the end of each week to update on progress as well to provide the following week's plan.	100%
3	Reporting.	The Provider will report any issues that arise immediately and bring them to the attention of the Customer with proposals to address the issues.	100%
4	Reporting.	The Provider will conduct the research and supply the Customer with emerging findings and outline reports and data, two weeks before the agreed deadline in order for the Customer to feedback before a final report (with any necessary amendments) is produced.	100%
5	Reporting.	The Provider will provide a full report of all findings and recommendations as per FSET quality standards - a standard to where FSET can employ the research conducted as part of the internal strategy and external partner procurement. This is to be done by the agreed deadline.	100%

- 13.2 Where a complaint is received about the standard of Service or about the way any Services have been delivered or work has been performed or about the materials or procedures used or about any other matter connected with the performance of this Contract, then the Customer's Contract Manager shall take all reasonable steps to ascertain whether the complaint is valid.
- 13.3 A performance plan will be put in place to address any performance issues arising against the SLAs above.
- 13.4 In the event that the Customer is of the opinion that there has been a breach of this Contract by the Appointed Provider, or the Provider's performance of its duties under the contract has failed to meet the requirements, then the Customer may do the following:
- 13.4.1 Make such deduction from the payment to be made to the Provider as the Customer shall reasonably determine to reflect sums paid or sums which

would otherwise be payable in respect of such of the Services as the Provider shall have either failed to provide or have provided inadequately.

14. SECURITY REQUIREMENTS

- 14.1 The Provider will be required to securely store data, which may include personal data, in accordance with GDPR requirements. The Provider must follow the appropriate requirements for this as set in Schedule 6 of Appendix C – Terms and Conditions.
- 14.2 The Provider will be required to provide assurance to the Customer that all data will be destroyed within a reasonable timeframe from completion of the project.

15. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 15.1 All Intellectual Property Rights in any guidance, Specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material (the “IP Materials”) furnished to or made available to the Appointed Provider by the Customer shall remain the Property of the Customer and the Provider shall not, and shall ensure that its Staff shall not (except when necessary for the performance of the Contract) without Prior Approval, use or disclose any Intellectual Property Rights in the IP materials.
- 15.2 The Customer acknowledges that ownership in all Intellectual Property Rights in any guidance, Specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material (the “IP Materials”) prepared by or for the Provider on behalf of the Customer for use, or intended use, in relation to the performance by the Provider of its obligations under the Contract shall remain with the Provider.
- 15.3 The Provider hereby grants to the Customer a non-exclusive licence to use, reproduce, modify, develop and maintain the material prepared by or for the Provider on behalf of the Customer for use, or intended use, in relation to the performance by the Provider of its obligations under the Contract including but not limited to all Intellectual Property Rights in the same. Such licence shall be non-exclusive, perpetual, royalty free and irrevocable.
- 15.4 The Provider shall not infringe any Intellectual Property Rights of any third Party in supplying the Services and the Provider shall, during and after the Contract Period, indemnify and keep indemnified and hold the Customer and the Crown harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Customer or the Crown may suffer or incur as a result of or in connection with any breach of this Clause, except where any such claim arises from:
- Items or materials based upon designs supplied by the Customer; or
 - The use of data supplied by the Customer which is not required to be verified by the Provider under any provision of the Contract.

16. PAYMENT

- 16.1 The Provider shall add VAT to the Contract Price at the prevailing rate as applicable and the Customer shall pay the VAT to the Provider following its receipt of a valid VAT invoice.

- 16.2 Invoices to be sent to REDACTED – email: REDACTED
- 16.3 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 16.4 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

17. LOCATION

- 17.1 The location of the Services will be carried out at various locations depending on the required work, however, it is expected that the majority of the work will be carried out at the Successful Provider's premises.

ANNEX B
Supplier Proposal

REDACTED