

DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS Part 1: Letter of Appointment

REDACTED

Dear Sirs

Letter of Appointment

This letter of Appointment dated 20/05/2020 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:	TBC
From:	REDACTED
To:	REDACTED

Effective Date:	20/05/2020
Expiry Date:	End date of Initial Period 31sy May 2021 End date of Maximum Extension Period 31 st May 2022 Minimum written notice to Supplier in respect of extension: 30 days

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;
--------------------	---

Key Individuals:	REDACTED
[Guarantor(s)]	Not Applicable (N/A)

Contract Charges (including any applicable discount(s), but excluding VAT):	As per Annex C – All roles and Rates will remain firm for the duration of the Contract and any extension period.
Insurance Requirements	No additional insurance required.
Liability Requirements	Supplier's limitation of Liability – as per Clause 18 of RM6018 Terms and Conditions.
Customer billing address for invoicing:	REDACTED

GDPR	As per Contract Terms Schedule 7 Processing, Personal Data and Data Subjects
Alternative and/or additional provisions (including Schedule 8(Additional clauses)):	Not Applicable 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:

Name and Title:

Anthony Wells Director, Political & Social Research

Signature:

Signature:

Anthony Wells

Date:

Date:

18 /6 / 20

ANNEX A

Customer Project Specification 1. PURPOSE

1.1 HM Treasury (here after referred to as the Customer) is looking to appoint a supplier to carry out an anticipated 4 opinion polls on a one-year-call-off contract, with an option to extend by a further one (1) year period.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

2.1 The Customer is the government's economic and finance ministry, maintaining control over public spending, setting the direction of the UK's economic policy and working to achieve strong and sustainable economic growth.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

3.1 The Customer is looking to continue carrying out an anticipated 4 opinion polls over a year to monitor public opinion, inform and evaluate communications activities and to help internal stakeholders better understand the people that the Customer is serving.

3.2 The Customer will continue to use a number of questions from its existing tracker, but may also develop some new questions to inform its current communication narratives.

4. DEFINITIONS

Expression or Acronym	Definition
HM Treasury	Means: Her Majesty's Treasury

5. SCOPE OF REQUIREMENT

5.1 The requirement is for an anticipated 4 surveys of a minimum 10 questions each that can be deployed by the Customer over the course of a year, as this is a Call Off Contract the Customer does not guarantee volumes of work. The Customer will provide the Supplier with the questions it wishes to use for each survey 5 working days ahead of the date that the poll will be run.

5.2 The Supplier will offer advice on the format and phrasing of the questions provided by the Customer. Once the questions and format of each survey is agreed, the Supplier will pose the survey to a representative sample of the UK population (minimum 1,500 respondents). The Supplier will provide the results to the Customer in a datasheet via email, with data provided for each answer both overall and broken down by a range of demographical information.

5.3 The Customer is interested in whether the Supplier could include any additional short (1-3 question) surveys in the Contract value for the Customer to deploy on an ad-hoc basis. These would be in addition to the 4 anticipated opinion polls included in the Contract, and could cover any topic. The Customer is also interested in whether survey results could be displayed in an online portal that would allow the Customer to explore and manipulate the data.

6. THE REQUIREMENT

6.1 The Supplier will enable the Customer to carry out an anticipated 4 surveys over the course of the Contract. Each survey should include a minimum of 10 questions, with each question available in whichever format the Customer and the Supplier deem the most suitable – question type options should include

multiple choice, single choice, scale questions and open answers. Single and multiple choice questions should be able to hold a minimum of 10 answer options, and scale questions should include a minimum of 3 statements. Potential Suppliers should state how many questions can be included with each survey and the number and type of answers available for each question type in their proposals. The Customer will then be able to use this detail to structure the content of the questions.

6.2 The Supplier will put each survey to a nationally representative sample of the UK population (including Northern Ireland). Each survey must be carried out by the Supplier electronically. Potential Suppliers should state in their proposal how many respondents it will target for each survey and how they will ensure the sample is representative of the breadth of the general UK population (including those without internet access) in terms of age, gender, ethnicity, education, socio-economic status and region.

6.3 The Supplier will provide the Customer with the data of its responses for each survey via-e-mail. Data should be provided in a datasheet.

6.4 The data for each question should be supplied for both the whole survey sample, and broken down by a range of demographical information. The Customer is interested in the following breakdowns

- 6.4.1 Age Range
- 6.4.2 Social Grade
- 6.4.3 Region of the United Kingdom
- 6.4.4 Gender and gender identity
- 6.4.5 Ethnicity
- 6.4.6 Sexual orientation / LGBT
- 6.4.7 Household status (e.g. living alone, with a partner, children in house etc.)
- 6.4.8 Employment status
- 6.4.9 Disability status
- 6.4.10 Personal income
- 6.4.11 Education level
- 6.4.12 Urban or rural

6.5 Potential Suppliers should state in their proposal which demographical breakdowns it can include with its data, and the subdivisions it intends to use for each.

7. KEY MILESTONES AND DELIVERABLES

7.1 The following Contract milestones/deliverables shall apply. However, the Customer may choose to extend the timeframes for the initial meeting and first opinion poll if necessary.

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Initial meeting between the Supplier and the Customer to discuss polling work to be carried out	Within week 2 of Contract Award
2	Customer to provide the Supplier with an initial list of questions/topics for the first survey	Within week 3 of Contract Award
3	Supplier to have created a draft version of first survey for the Customers approval	Within week 4 of Contract Award
4	Supplier to have carried out first survey fieldwork, with the results provided to the Customer within 2 working days of completion	Within week 5 of Contract Award
5	Fieldwork for remaining polls to be carried out at agreed dates, with the Customer giving the Supplier a minimum of 5 working days' notice from the date that it requires fieldwork to be begun	Within weeks 7 – 52 of Contract Award

8. MANAGEMENT INFORMATION/REPORTING

8.1 The Supplier will provide the Customer with the results from each opinion poll in a datasheet, giving the percentage of answers to each question. This will be provided for both the overall sample and broken down by the agreed demographics.

9. VOLUMES

9.1 The Customer anticipates a minimum of 4 surveys with additional ad-hoc surveys, however as this is a Call off Contract volumes of work are not guaranteed.

10. CONTINUOUS IMPROVEMENT

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

10.2 The Supplier should present new ways of working to the Authority during annual Contract review meetings.

10.3 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

11. SUSTAINABILITY

11.1 The Supplier should submit survey results, invoices and correspondence electronically wherever possible.

12. QUALITY

12.1 Not Applicable

13. PRICE

The total budget for this requirement is REDACTED

13.1 Per annum, inclusive of expenses but exclusive of VAT. As this is a Call off Contract the Customer is not committed to spending the whole amount and gives no guarantees of volumes of spend.

13.2 Prices are to be submitted via the e-Sourcing Suite Attachment 4 – Price Schedule excluding VAT and including all other expenses relating to Contract delivery.

14. STAFF AND CUSTOMER SERVICE

14.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

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

14.3 The Supplier shall ensure that staff understand the Customers vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

15. SERVICE LEVELS AND PERFORMANCE

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

KPI/SLA	Service Area	KPI/SLA description	Target
---------	--------------	---------------------	--------

1	Delivery Timescales	All surveys to be ready for fieldwork within 5 working days of the Customers notification that it intends to carry out a poll	100%
2	Delivery Timescales	All fieldwork to be completed within 3 working days of a survey start	100%
3	Delivery Timescales	All results to be delivered to the Customers electronically within 2 working days of completion of survey	100%
4	Reporting	All results will undergo quality control checks by the Suppliers before delivery to the Customer, to ensure all data is completely and accurately transcribed without any inconsistencies between data points	100%
5	Correspondence	All queries from the Customer to the Supplier are to be acknowledged within 1 working day	90%
6	Correspondence	The Supplier will fully answer and/or resolve queries from the Customer within 5 working days	80%

15.2 The Customer reserves the right to terminate the Contract with immediate effect and without further payment if the Supplier should:

15.2.1 Submit incomplete and/or inaccurate data results for two or more polls, when the Customer determines that the inaccuracy could have been detected through basic quality control checks.

15.2.2 Fail to deliver survey results within 10 working days of Confirmation that fieldwork has begun for two or more polls

16. SECURITY AND CONFIDENTIALITY REQUIREMENTS

16.1 The Supplier must have appropriate IT, physical, personnel and procedural security measures in place to prevent any unauthorised access to, or leakage of, the polling data, and to prevent it being shared with any unauthorised third

parties. Suppliers should state whether they hold any relevant independent security related certification or accreditation (i.e. such as IS27001).

16.1.1 IT Security

Any IT systems used by the Supplier to meet the Customers requirement must comply with the minimum standards recommended in the National Cyber Security Centre's "Cyber Essentials". This can either be through the Supplier having a current and valid cyber essentials certificate awarded by one of the government approved Cyber Essentials accreditation bodies within the last 12 months or by being able to explain in detail how they comply with the Cyber Essentials checklist, which can be found here: <https://www.cyberessentials.ncsc.gov.uk/advice/>

In supplying information of the IT Security measures they have in place, Suppliers should include confirmation whether any IT systems that they would deploy to meet any part of the requirement would be subjected to periodic independent penetration testing and, if so, set out their policy in relation to both the frequency of such testing and in relation to applying remediation actions in response to any vulnerabilities identified in the penetration testing.

16.1.2 Physical Security

Suppliers are expected to have appropriate physical security measures in place in any data centres used to host the Customer's data and should describe in detail what those measures are.

16.1.3 Personnel Security

In describing the personnel security measures they have in place, suppliers should say what pre-employment checks they subject their staff to and whether those checks are at least equivalent to the [Government Baseline Personnel Security Standard](#).

16.2 In providing information on the security measures that they have in place suppliers are requested to provide as much information as possible by completing the Statement of Assurance Questionnaire that forms part of the HMG Supplier Assurance Framework and providing that as part of their

Response. While it is recognised that Suppliers will not be able to answer some of the questions raised on the questionnaire, they should try to answer as many as they are able to.

16.3 Full compliance with GDPR is essential, with the Supplier being both the Data Controller and the Data Processor.

16.4 The Supplier must abide by all terms and conditions of the Contract including the requirement to not make any press announcements or to publicise the Contract in any way without the Customers prior written approval.

16.5 The Supplier is not permitted to disclose any data or findings outside of the project team.

17. PAYMENT AND INVOICING

17.1 The Customer will make payments to the Supplier after successful delivery of each poll. Within 30 days or on receipt of an invoice containing a valid purchase order.

17.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

17.3 Invoices should be submitted to: REDACTED

18. CONTRACT MANAGEMENT

18.1 The Supplier will be asked to take part in an annual contract review meeting. This meeting will either take place at REDACTED

18.2 Attendance at Contract Review meetings shall be at the Supplier's own expense.

19. **LOCATION** 19.1 The Services will be carried out at the Supplier's location and delivered to the Customer electronically. Any face-to-face meetings required between the Supplier and Customer will take place at REDACTED

ANNEX B

Supplier Proposal

20. The Supplier proposes to use existing Political Omnibus survey's to deliver this project.

20.1 The Supplier understands the Customer would provide the questions, but, the Project Manager and the Political Director would be available to offer advice and guidance on the format and phrasing of questions to best meet the Customers research goals. The Supplier would review the proposed questionnaire to ensure the questions are fair and balanced, are understandable and easy to answer for clients and meet the Customers research needs before proceeding.

20.2 Fieldwork will be conducted exclusively using the Suppliers own proprietary panel. Sample quotas are set on age interlocked with gender and highest educational qualification, social grade, 2019 election vote interlocked with region and level of

political interest. Quota targets are derived from the ONS mid-year population estimates, the Annual Population Survey, the 2011 census, the British Election Study and the results of the 2019 general election.

20.3 When the internet was new, reliable surveys were indeed impossible to conduct, simply because too few people had access to it. But now it has spread to every significant demographic group, with 87% of British adults having access to internet in the home (in comparison, only 81% of people now have a landline telephone). The Supplier can comfortably reach sufficient numbers of women as well as men, over-60s as well as under 30s, people on below-average as well as above-average incomes. National surveys are therefore conducted to represent the public as a whole.

20.4 Respondents are directed to surveys using Panman, a proprietary active sampling system. This is a quota balancing system that automatically directs respondents to the open survey that most needs a respondent with those demographics, ensuring that quotas for multiple surveys can be met in a timely fashion.

20.5 Post-fieldwork the sample is weighted by demographics including age interlocked with gender and highest educational qualification, social grade, 2019 election vote interlocked with region and level of political interest. The weighting targets were established after the BPC/MRS polling inquiry in 2015 to correct for previous shortcomings in the representativeness of political samples and are updated to reflect the latest ONS population estimates, election results and data from the Annual Population Survey. Running the survey on the political omnibus survey would provide the maximum flexibility.

21. The following types of question are available -

- Single code closed questions - respondents pick a single answer option from a pre-defined list.
- Multiple closed questions - respondents pick several answer options from a pre-defined list. It is possible to set a maximum number of responses, and include none of the above options.
- Question grids (or "scale questions") - several question items are displayed on a single grid, with respondents answering each question from the same list of answer options. Three question items are priced as the equivalent of one question.
- Open-ended questions - respondents type their answer into an open text box. Questions can be set to allow a free text response or require a numerical reply, an integer, or an interger within pre-set bounds
- Rule questions - respondents pick a numerical answer along a 0 to 100 scale, graphically represented in the survey

21.1. There are no hard limits on the number of answer options on each question type, and the maximum number of answer options is judged on the grounds of sound research and usability for respondents. For illustrative purposes, however, we

would regard up to 20 answer options on single or multiple questions, up to 12 question items and 10 answer options on a grid question.

21.2. The targeted sample size will be 1700 UK adults (aged 18+).

21.3. The standard demographic crossbreaks that are included are age (grouped into under 25s, 25-49, 50-64, 65+), gender, social class (grouped into ABC1, C2DE), grouped region (London, South, Midlands & Wales, North, Scotland), Recalled EU referendum vote (Remain and Leave) and Recalled 2019 general election vote (Con, Lab, Lib Dem).

21.4 Other crossbreaks can be included if requested before fieldwork commences for the wave. We are able to include ethnicity (coded into White, BME), children in household (Yes, No), number of people in household, employment status (working full time, part time, full time education, retired, unemployed, not working), sexuality (Heterosexual, LGB), disability status (a lot of health or disability limitations, a little health or disability limitations, no health or disability limitations), gross personal income (increments starting from under £5,000 per year to £100,000+ per year), grouped urban/ rural split (urban, town/ fringe and rural).

21.5 Deliverables will be tabulated results in an Excel spreadsheet, this will include totals for all the questions the Customer asks in the survey, and breakdowns for the standard crossbreaks and any other crossbreaks requested by the Customer. These can include age, gender, and region, past vote, ethnicity, and number of children in household, number of people in household, employment status, sexuality, disability status, gross personal income and urban / rural split.

21.6 The Supplier will provide results in a format that displays both the number of respondents (counts), and as percentages of respondents answering the questions to allow the Customer to analyse the data in more detail according to the respondent totals and demographic breakdowns.

21.7. Results will also be uploaded to Crunch, the Suppliers online portal that allows the Customer to explore and manipulate the data, including creating bespoke crossbreaks and filters. This can be used to inform the client of actionable recommendations according to the results of the survey.

22. Timings

22.1. The Supplier will organise a meeting with the Customer, either at the Treasury or, given the current national situation, remotely, to decide on the final details of the project. Either both of the key personal listed will attend, or equivalent replacements will attend.

22.2 The Supplier will then begin the process of designing the questionnaire. This is usually an iterative process, with the Supplier suggesting amendments, and the Customer then responding to them. The Supplier will aim to complete this process

within two working days, however we have allowed for significantly longer than that in case there are delays on the Customer side or more iterations than expected.

22.3. Once the final questionnaire has been signed off these questions will be added onto our next available omnibus poll. If final sign off occurs before 12PM, results will be delivered by the end of the next working day. If final sign off occurs after 12PM, results will be delivered within two working days.

22.4. The fieldwork and delivery will then be repeated on three additional occasions over the course of the next year. These will be approximately three months apart with the exact dates to be decided with the Customer.

22.5. There are two main ways we can mitigate against delays.

22.6 Firstly, the Supplier's political team has eight full time researchers working in the UK. All of these researchers are able to pick up this project at any point during the process and work with the Customer to complete the project.

22.7. Secondly, the standard timings are a lot quicker than those set out in the project requirements. For example, the Supplier has the capacity to run the fieldwork and produce the deliverables in one working day, as opposed to the 10 working days set out in the requirements. Because the Supplier such a large team working full time in the UK, they can also usually turnaround questionnaire design in 2 working days, depending on the needs of the Customer, as opposed to the 10 working days set out in the requirements.

23. Contingency plans

23.1 Given the current situation surrounding the Covid-19 Coronavirus, the Supplier has taken pre-emptive steps to manage the risks within the business and with our Customers.

23.2. The online sample used for such surveys is unlikely to be impacted given the number of respondents on the UK panel (c.1 million), and that the online mode already means respondents are able to answer surveys in their own homes at a time of their choice. The Supplier is regularly tracking the impact the Coronavirus has on the ability to recruit and interview respondents and has not found any negative impact.

23.3. Being an online business with a disparate operations and management teams, the Supplier is well positioned to respond to this risk. Key personnel will be contactable via email for primary communication with the Customer and the use of (Zoom) video meetings and conference calls is also encouraged to mitigate the circumstances.

23.4. In addition, the Suppliers political team has eight full time researchers working in the UK. All of these researchers are able to pick up this project at any point during the process and work with the Customer to complete the project.

23.5 As a project passes along the project life cycle there a number of key stages for which there is a process and checklist with supervision protocols. Not all stages are required in every project but those that are have a process and checklist as follows:

- Overarching project management
- Questionnaire design
- Survey scripting and set-up
- Excel table checking

23.6. Furthermore we expect to firm up the following during the initial client meeting and hence increase our degree of understanding of the client, the context and the remit of the project:

- The reasons behind the project (its mandate and objectives);
- How it will contribute to wider strategic, policy or delivery objectives;
- What is in and out of scope;
- Who the stakeholders are, what their involvement might be and whether they require information about the project; and

23.7. Researchers have to take personal responsibility for the accuracy of their work and aim to get things right first time. The checking procedures are there to catch anything that slips through the net. These procedures are in addition to the checklists that have been developed for questionnaire design, project management, and survey implementation and reporting.

23.8. Once the final questionnaire has been agreed with the Customer, this will then be checked by another researcher, and then signed off by a manger, so ensure that all questions are being asked in a balanced way that best meets the client's needs.

23.9. The survey will then be scripted in our in house survey software. The questionnaire script will be signed off by two people including the person who scripted the questionnaire. The original scripter will also be expected to have completed the checks in full before passing it over. Scripts will be printed off and checked in the first instance so ensure:

- All necessary routing has been applied correctly. Check each route to see that it makes sense and is worded correctly. As part of this go through the survey answering DK or 'other' and see if the routing makes sense.
- Any screening has been applied correctly.
- Multi-code and single-code instructions have been applied correctly
- Answer options are fixed at the bottom and/or made mutually exclusive as needed.

- Scales are consistent and balanced throughout the survey. Make sure the labelling is consistent if the same scale is used in different questions.
- Spelling is correct, punctuation is used properly, and grammar is correct.

23.10. Once it has been checked on paper, the survey will additionally be checked within our survey scripting and preview system (known as Gryphon). This allows us to view the survey as a respondent would and will include checking that:

- All questions are made compulsory.
- All question routing is working correctly.
- Any text substitution is working correctly and makes sense.
- Full grid fits on screen with minimal scrolling.
- Pictures, videos are good quality, readable, laid out appropriately -follow-up questions included for videos to check video and audio worked.
- Statements of answer options fit in the grid and are not so long as to make it difficult to read them.

23.11. Only when the survey has been checked and any amendments are agreed will fieldwork commence.

23.12. When fieldwork has ended and data processing has completed, Excel tables will be checked by two people one of whom can be the person who scripted the questionnaire before the results are disseminated. These will be checked to ensure:

- The sample size is sufficient (at least 1500 respondents)
- Every question is included
- Every relevant cross break is included
- The data has been correctly weighted to be representative of the adult population
- The tables have been formatted correctly, including sorting answer responses, net scores, and missing text

24. Certification

24.1. The Supplier is ISO27001:2013 certified. Certificate Number: IS 701177. The Information Security Management System relating to all client confidential information that is processed by the Supplier through the contractual provision of market research services by the Supplier for the Customer.

24.2. The Supplier also holds Cyber Essentials Plus, certificate number: 2452246718982848 and have a full-time dedicated Group Information Security Manager (Hussein Nasser).

25. Personnel security

25.1. Background verification checks on all candidates for employment and contractors are carried out in line with the background check policy and in accordance with the laws and regulations of their respective regions, and proportional to the Suppliers business requirements, and the perceived risks.

26. The data is stored in a colocation data centre that is ISO27001 and PCI DSS certified.

27. Digital Realty - Oliver's Yard, London, UK. This data centre has the following certification: ISO 14001:2004 | ISO 22301:2012 | ISO 50001:2011 | ISO 9001:2008 | ISO/IEC 27001:2013 | OHSAS 18001:2007.

Part 2: Contract Terms



Contract Terms v6.0