### DPS Schedule 6 (Order Form Template and Order Schedules)

### **Order Form**

| ORDER REFERENCE:     | C307820 (CCS DPS RM6126)                 |
|----------------------|--|
| THE BUYER:           | The Department of Health and Social Care |
| BUYER ADDRESS        | 39 Victoria Street London SW1H 0EU       |
| THE SUPPLIER:        | Verian Group UK Ltd                      |
| SUPPLIER ADDRESS:    | 4 Millbank, London, England, SW1P 3JA    |
| REGISTRATION NUMBER: | 13663077                                 |
| DUNS NUMBER:         | 228340905                                |
|                      |  |

DPS SUPPLIER REGISTRATION SERVICE ID: SQ-A7EB6N8

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 30<sup>th</sup> October 2024

It's issued under the DPS Contract with the reference number C307820 for the provision of Quantitative Campaign Market Research.

### DPS FILTER CATEGORY(IES):

Broadcast media, Digital media, Print media, Social media, Further Education,

Higher Education, Apprenticeships, Workplace training / skills development, Adult education / life-long learning, Employment, Self-employment, Unemployment, Careers advice and guidance, Recruitment, Disability, Long-term illness, Mental health, Physical health / fitness, Public health, Vaccination programmes, Adult social care, Al (Artificial Intelligence) and automation, Data privacy, Digital design, delivery and implementation, Digital markets and platforms, IT, Financial analysis (incl. costbenefit analysis, return on investment analysis), Impact assessment, Linguistic analysis, Performance analysis, Regression analysis, Segmentation analysis, Social media analysis, Time-series analysis / forecasting, Demographic modelling, Predictive modelling,

Quantitative, Face-to-face, Online, Postal, Telephone, CAPI (computer assisted personal interview), CATI (computer assisted telephone interview), Omnibus, Impact evaluation, Value-for-money evaluation, Evaluation scoping / evaluability assessment, Horizon scanning, A/B testing (comparing two versions of a single variable / split testing), Randomised control trials, Small businesses, Medium businesses, Large businesses, Employers, Students (further education), Students (higher education), Apprentices, NEETs (not in education, employment or training), Adult learners, Digitally excluded, Low digital skills, Low literacy skills, Low numeracy skills, Economically inactive, Unemployed, Deprived communities, Sheltered housing / care home / nursing home, Dentists, Emergency services, Healthcare, Social workers. Parents (incl. foster parents and adopted parents), Single parents, Teenage parents, Protected characteristic of pregnancy / maternity, Carers / care givers (unpaid), Benefits / credits / welfare recipients, People in debt, Low income, High income, Retired people, Asian / Asian British, Bangladeshi, Chinese, Indian, Pakistani, Black African / Black Caribbean / Black British, African, Caribbean, Mixed ethnic background, Arab, Gypsy, Irish traveller, Roma, White English / Welsh / Scottish / Northern Irish / British, Other ethnic group(s), Hidden / hard to reach / socially excluded / vulnerable populations, People with disabilities, People with physical health issues / long term illness, People with mental health issues, People with substance misuse issues / addictions, England

### 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 / C307820
- 3. DPS Special Terms
- 4. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6126
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - o Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 7 (Financial Difficulties)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
    - Joint Schedule 12 (Supply Chain Visibility)
  - Order Schedules for RM6126
    - 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 8 (Business Continuity and Disaster Recovery)
    - Order Schedule 9 (Security) Part A (Short Form Security Requirements)
    - Order Schedule 10 (Exit Management)
    - Order Schedule 14 (Service Levels)
    - Order Schedule 15 (Order Contract Management)
    - Order Schedule 16 (Benchmarking)
    - Order Schedule 20 (Order Specification)
- 5. CCS Core Terms (DPS version) v1.0.3
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6126
- 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 SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

None

| ORDER START DATE:     | 28 <sup>th</sup> October 2024 |
|-----------------------|-------------------------------|
| ORDER EXPIRY DATE:    | 27 <sup>th</sup> October 2026 |
| ORDER INITIAL PERIOD: | two years                     |

END DATE OF EXTENSION PERIOD: Extension period may be for any period or periods up to a maximum of two (2) years in total from the expiry of the Initial Period for a maximum of two (2) consecutive further terms, each being up to a maximum of twelve (12) months duration (2+1+1).

DELIVERABLES See details in Order Schedule 20 (Order Specification)

### MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is

### ORDER CHARGES

See details in Order Schedule 5 (Pricing Details)

The Charges will not be impacted by any change to the DPS Pricing. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Indexation
- Specific Change in Law
- Benchmarking using Order Schedule 16 (Benchmarking)

### REIMBURSABLE EXPENSES

None

### PAYMENT METHOD

Each individual research project called off from the contract shall have costs and pricing agreed between the Supplier and the Buyer prior to any work being undertaken. Payment can only be made following satisfactory delivery of the agreed deliverables. The Supplier shall issue electronic invoices to the Buyer and the Supplier shall receive payment by Electronic Bank Transfer (BACS).

All invoices must be sent, quoting a valid purchase order number (PO Number), to: MB-PaymentQueries@dhsc.gov.uk. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment, please contact our Accounts Payable section by email to MB-PaymentQueries@dhsc.gov.uk

The Supplier shall ensure that each invoice submitted includes, but not be limited to, the account number, Suppliers order number, Buyer's order reference, service information including description, amount ordered and total price.

BUYER'S INVOICE ADDRESS: Accounts Payable Department of Health and Social Care 39 Victoria Street Westminster London SW1H 0EU

BUYER'S AUTHORISED REPRESENTATIVE

Senior Campaign Manager

### BUYER'S ENVIRONMENTAL POLICY

https://www.gov.uk/government/publications/greening-government-commitments-2021-to-2025/greening-government-commitments-2021-to-2025

### **BUYER'S SECURITY POLICY**

The Supplier shall perform the Deliverables in accordance with the following crossgovernment policies and procedures:

Greening Government Commitments for 2021-2025 Published 28<sup>th</sup> October 2021 Available online at: <u>https://www.gov.uk/government/publications/greening-</u> government-commitments-2021-to-2025

DHSC Supplier Code of Conduct Published 25 July 2022 Available online at: <u>DHSC supplier code of conduct - GOV.UK (www.gov.uk)</u>

### SUPPLIER'S AUTHORISED REPRESENTATIVE

Contract Lead

SUPPLIER'S CONTRACT MANAGER

**Contract Manager and Project Director** 

PROGRESS REPORT FREQUENCY

Monthly Report on research projects to be undertaken. Day to be received by Buyer to be agreed at implementation.

### PROGRESS MEETING FREQUENCY

Monthly Progress Meeting to review of research projects undertaken, performance metrics and Continuous Improvement Plan to be undertaken. Day to be agreed at implementation.

KEY STAFF

Contract Lead

Contract Manager and Project Director

Project Director

Project Support

Project Support

Project Support

### KEY SUBCONTRACTOR(S)

Registered Address: Registered company number:

Registered Address: Registered company number: Vat Number:

Registered Address: Registered company number: Vat Number:

COMMERCIALLY SENSITIVE INFORMATION Refer to Joint Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS Not applicable

ADDITIONAL INSURANCES Not applicable

GUARANTEE Not applicable

### SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender).

| For and on behalf of the Supplier:               | For and on behalf of the Buyer: |
|--|---------------------------------|
| Signature of supplier                            | Signature of buyer              |
| Signed by:                                       | Deculing of her                 |
| 984B2082C072409<br>Full Name:<br>Job Title/Role: | Full Name:<br>Job Title/Role:   |
| Positiongned: 07/11/2024                         | Peteofigned: 8th November 2024  |
| Date   | Date                            |

### Joint Schedule 4 (Commercially Sensitive Information)

### What is the Commercially Sensitive Information?

In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.

Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).

Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

| No. | Date | ltem(s) | Duration of<br>Confidentiality |
|-----|------|---------|--------------------------------|
| 1   |      |         |                                |
| 2   |      |         |                                |

### 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 | all directors, officers, employees, agents, consultants and     |
|------------|---|
| Personnel" | 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
 RM6126 - Research & Insights DPS
 Project Version: v1.0
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 Model Version: v1.3

- (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 :
  - 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

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
- 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;

- (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).

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

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:
  - 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.

- 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.

### 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: who can be contacted at Department of Health and Social Care, 1st Floor North, 39 Victoria Street, London, SW1H 0EU

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- 1.2 The contact details of the Supplier's Data Protection Officer are:
- 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<br>Controller for each<br>Category of<br>Personal Data | The Relevant Authority is Controller, and the Supplier is Processor<br>The Parties acknowledge that in accordance with paragraph 2 to<br>paragraph 15 and for the purposes of the Data Protection Legislation, the<br>Relevant Authority is the Controller, and the Supplier is the Processor of<br>the following Personal Data:  |
|  | <ul> <li>Research participants in scope of this contract are individuals from campaign target audiences identified by the DHSC Marketing Team.</li> <li>As part of the research process, the Supplier may also collect a participant's age, gender, ethnicity, religion, disability or health condition, region, income, work status or pregnancy to understand attitudes across different groups.</li> <li>All participation in research is anonymized.</li> </ul> |
| Duration of the<br>Processing                                      | The processing will take place over duration of the contract (two years) and potentially up to two 12-month extension periods.  |
|  | For each individual project commissioned via the call-off contract,<br>the Supplier will delete all personal data relating to the project and<br>provide us with proof of disposal within six months of project completion.   |

| Nature and<br>purposes of the<br>Processing  | The personal data will be processed by the Supplier in order to<br>effectively conduct ad-hoc quantitative studies with inclusion health<br>population groups as set out in the Contract. The Supplier will free find<br>participants to take part in each research study and will not share<br>identifiable information with DHSC.<br>The personal data will be stored securely by the Supplier,<br>complying with GDPR and relevant ISO standards.<br>The Supplier will destroy all personal data within six months after<br>the final research output has been delivered for each project<br>commissioned through the contract.<br>They will only retain final versions of deliverables shared with us, for the<br>purpose of building a knowledge bank to add value to DHSC over the<br>call-off contract lifecycle, as well as final versions of research instruments<br>for the purpose of swiftly setting up new research projects that build on<br>previous learning. |
|--|---|
| Type of Personal<br>Data   | All or some of the following data will be collected by the Supplier,<br>depending on the individual project need as requested by DHSC.<br>Contact details (telephone number or email address) will never be<br>shared with DHSC. All other personal data will be aggregated and<br>anonymised before sharing with DHSC.<br>• Age<br>• Gender<br>• Ethnicity<br>• Disability or health condition<br>• Region<br>• Income<br>• Work status<br>• Being pregnant<br>• Family status e.g. number of children<br>• Religion or belief<br>• Sexual orientation   |
| Categories of Data<br>Subject  | Research participants in scope of this contract are individuals from campaign target audiences identified by DHSC Marketing.  |
| Plan for return and<br>destruction of the<br>data once the<br>Processing is<br>complete UNLESS | The Supplier will destroy all personal data within six months after<br>the final research output has been delivered for each project<br>commissioned through the contract. They will only retain final versions of<br>deliverables shared with us, for the purpose of building a knowledge<br>bank to add value to DHSC over the call-off contract lifecycle.   |

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# Order Schedule 5 (Pricing Details)

## Winter Vaccinations Campaign

We're asking quantitative agencies to outline how they would approach and provide costings for evaluating the campaign, including: Selecting and running an appropriate research methodology

- Finding a strong nationally representative sample of individuals across each of the eligible groups (Appendix 4 of Attachment 1)
  - Setting audience quotas
- Recommending and measuring KPIs across each of the target audiences
  - Measuring campaign awareness and recognition
- Segmenting and comparing the results to show attitudes/beliefs/actions of sub-groups
  - Tracking broader attitudes towards the flu and covid-19 vaccines
- Managing and producing a strategic and holistic evaluation that provides insights and recommendations, which are clear and actionable for future campaigns.
- Reporting all findings back to the DHSC.

A maximum budget for this research campaign and for the purposes of this pricing response, has been set at

## Total project costs - overview

|                                  | Firet wave of | of recearch | rch            | Subs     | aduant    | Subsectiont wave of research |
|----------------------------------|---------------|-------------|----------------|----------|-----------|------------------------------|
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|                                  | £             |             |                | £        |           |                              |
|                                  | £ 895.00      |             |                | £        |           |                              |
| RM6126 - Research & Insights DPS | s DPS         |             |                |          |           |                              |

Project Version: v1.0 Model Version: v1.3

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

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### **Rate Card**



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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 longterm 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.
- 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



### **Order Schedule 4 (Order Tender)**

| Tenderer Response / Additional commentary  |  |
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| Core DHSC Team   | Expert resource available  |
| Pru Sheetton<br>Senior Director<br>Contract Lead   | Ben Toombs<br>Head of Communications<br>and Behavioural team     |
| Amy Young Fiona Cheng<br>Associate Director<br>Associate Director Contract Manager and Project<br>Project Director: Winter Director: ASC and Childhood<br>Vaccincations inmunisations                      | Joe Stordy<br>Senior Director in Statistical<br>Methods, inc ROI |
| Elle McSofland Ella Gradidge Abimbola Kushanu-Oninu<br>Senior Research Executive Research Executive Research Executive<br>Project Support: Vinter Project Support: Adult Social Project Support: Childhood | Luke Taylor<br>Senior Director in Survey<br>Design & Sampling    |
| Vacinations         Care         Immunisation           Project support will also be provided from the wider executive team of 25 communications research specialists                                      | Tracy Logan<br>Senior Director for NHS<br>England in Comms Team  |
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### Tenderer Response / Additional commentary

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| Potential Provider Response / Additional commentary |
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# **Order Schedule 14 (Service Levels)**





# **Order Schedule 20 (Specification)**

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyer under this Order Contract. All services to be carried out in accordance with RM6126 DPS Schedule 1 (Specification).



## **1. INTRODUCTION**

- 1.1. The Department of Health and Social Care (DHSC) (the "Buyer") are seeking to run a competitive tender and subsequent appointment to replace an existing contract which delivers quantitative campaign research and evaluation which is due to expire.
- 1.2. This is an exciting opportunity to become an expert quantitative research partner who can work collaboratively with the DHSC Marketing Team to deliver bespoke quantitative research that informs campaign development or evaluates marketing and communications campaigns to ensure they are delivering against objectives and offer value for money (in line with the GCS Evaluation Cycle). In addition to this, there may be scope to conduct additional quantitative research projects to better understand public sentiment on a variety of complex health and social care policy areas or on campaign messaging and creative.

## 2. PURPOSE AND BACKGROUND

- 2.1. The Marketing team at DHSC deliver campaigns annually to support the Government's priorities by shifting attitudes, motivations and behaviours as well as helping to address disparities and, ultimately, protect lives. This programme is likely to be focussed on, but not limited to:
  - Addressing immediate workforce challenges, for example, by driving recruitment into adult social care roles
  - Driving behavioural actions in support of ministerial and departmental priorities.
  - Supporting the uptake of key vaccinations.

- 2.2. Our campaign programme for 24/25 is subject to Ministerial and PASS approval, but by way of context, last year's quantitative research requirements focused on the evaluation of the following campaigns:
  - Adult Social Care Recruitment Campaign Budget in 23/24:
  - Flu and Covid-19 uptake Budget in 23/24:
  - Childhood immunisations uptake 23/24:
  - Patient choice 23/24: (not scheduled to run in 24/25)
- 2.3. Understanding the views and behaviours of DHSC's audiences is critical to the effective delivery of the department's marketing programmes. In order to deliver this, the Marketing team in the Communications Directorate are seeking to appoint one quantitative research partner.
- 2.4. This two-year contract (with opportunity to extend) will provide vital behavioural and audience insight to enable us to evaluate and refine our marketing campaigns.
- 2.5. This will require bespoke and innovative quantitative polling projects to evaluate campaigns and tackle complex communications and policy issues. These are likely to involve a range of methodologies, cover a wide variety of audiences and require involved design and reporting.

# 3. THE REQUIREMENTS

- 3.1. The scope of the requirement is covered by Crown Commercial Service (CCS) Dynamic Purchasing System (DPS) RM6126 – Research and Insights Research & Insights - CCS (crowncommercial.gov.uk)
- 3.2. The Supplier shall be contracted to deliver campaign research services on a call off basis for ongoing campaigns. This will include regular tracking studies and standalone quantitative research projects which will often be required concurrently. The Supplier will need to demonstrate flexibility in their provision of resources to be able to deliver requirements to a satisfactory standard.
- 3.3. Outlined below are typical quantitative projects we require (and not limited to):
  - Campaign evaluation (pre, mid and post wave surveys + holistic allagency post campaign analysis);
  - Campaign ROI models;
  - Behaviour change, including use of behaviour change models;
  - Audience specific insight to inform campaign strategy development;
  - Quick-turnaround ad hoc projects among specific audiences unsuitable for a generalised panel-sampling approach;
  - Rapid quantitative creative and message testing

- 3.4. The audiences we require research to be carried out with will include (these must be England-only audience groups):
  - primarily nationally representative samples;
  - regional samples;
  - broad public groups (e.g. a specific age group);
  - harder-to-reach public audiences (e.g. specific ethnicities, deprived communities, or people with specific health conditions);
  - socioeconomic and demographic groupings such as ethnicity, disability, gender, age, income, IMD, SEG, NS-SEC, parents/carers etc;
  - those with certain health conditions (i.e. vaccine eligible audiences);
  - detailed segments of the health and social care workforce;
  - attitudinal or behavioural segments;
  - campaign specific audiences (e.g. prospects for the social care workforce).
- 3.5. Essential requirements are:
  - 3.5.1. Project Management
    - Provision of quantitative research delivered by a named and consistent Director-level (or above) team;
      - Account Management including budget management, project timings and relationship management.
      - The ability to scale project teams up and down to accommodate client workflows and changing priorities.
      - To provide services or access to services across all framework specialisms via a single account point of contact.

# 3.5.2. <u>Research Design Consultancy & Delivery</u>

- The ability to offer different methodologies to reach different audiences (e.g. access to specialist online panels, specially recruited online panels, online river sampling, telephone research, face-to-face research, omnibus surveys etc.)
- The ability to achieve a sample defined by specific characteristics (e.g., within a local authority or a particular ethnicity);
- The ability to set quotas and/or boost within the sample to cover specific subgroups within the overall sample;
- Access to online research panels (or other capabilities) to quickly deliver nationally representative surveys (England only).
- Any panels must be of sufficient size and quality to allow for comparable samples to be drawn for a total of at least four consecutive waves with no respondents being redrawn from the panel
- A maximum of 10 days in field to achieve the minimum required sample. For harder to reach audiences this may be more. The supplier should

demonstrate how they balance speed of delivery with achieving robust samples;

- To ensure samples are robust and reflective through effective panel management, quality checks and quota controls.
- 3.5.3. Data analysis and reporting
  - Delivery of results tables with a top line report or summary, a maximum of three working days after coming out of field;
  - Delivery of a report and/or presentation, including but not limited to; a summary of key findings and strategic advice suitable for senior government stakeholders pertaining to the brief provided; charting and summary of findings for key questions as agreed between the Supplier and DHSC;
  - Ability to advise on, design and perform statistical analysis on primary and secondary quantitative data, using a range of methods, to produce audience segmentation, econometric analysis or undertake data modelling (including any further analytical outputs required by the DHSC Marketing team).
  - Collaboration with media buying agencies and strategy planners contracted by the DHSC to design and implement robust evaluation frameworks covering any range of topics or activities the DHSC Marketing team is engaged in.
  - Design and alteration of questionnaires, as directed by the DHSC Marketing team.
  - Ability to code open-text responses.
  - Holding records of all surveys carried out under this contract to ensure comparability of data is available in the future.
- 3.6. The Buyer is open minded on specific methodology and is keen to explore innovative, yet cost-effective, ways to reach target audiences and elicit meaningful data. The Supplier will be expected to proactively propose innovative fieldwork and research design approaches.
- 3.7. The Supplier also be expected to work with our qualitative research partner to answer complex research questions and to inform each other's research approaches in a collaborative and iterative manner as required. This will usually be laid out in each project's brief upfront.
- 3.8. Thought leadership and strategic insight are crucial capabilities we expect the Supplier to have to be able to advise the Buyer, drawing on wide health and public sector expertise. The Supplier will need both advanced quantitative analytical capabilities and the ability to think clearly and convincingly about

the implications of the research findings and potential trade-offs, suggesting original and innovative solutions as part of recommendations.

- 3.9. The Buyer will require the following deliverables for each piece/wave of research:
  - Raw data sets provided in Excel & pdf formats with detailed crossbreak analysis (as agreed with the DHSC Marketing team), user-friendly navigation and statistically significant differences marked.
  - If applicable, wave on wave tables for tracker questions as above (showing statistically significant differences across waves and any preagreed advanced data analysis).
  - Summary reports of core findings for each wave of research, with recommendations for future improvements/developments.
  - Face-to-face presentation of results, analysis and recommendations for results and recommendations to internal stakeholders.
  - Research findings might require a simplified format or report style presentation to share with external sector stakeholders, to promote their uptake of the marketing campaign materials locally.
- 3.10. At the end of any one project, all data, reports and any other relevant documents should be supplied to the Buyer to enable effective project continuity with another potential supplier.
- 3.11. The Supplier shall deliver all core requirements detailed in this Specification.
  - 3.11.1. Where partner agencies or freelance workers are used to fulfil any specialist requirement, the Supplier shall outline the approach, data sources that will be drawn upon, timings, costs and quality control measures to the Buyer.
  - 3.11.2. The Buyer reserves the right to approve the use of other partner agencies or freelance workers and must sign any necessary Non-Disclosure Agreements before commencing any research related work as deemed appropriate by the Buyer.
  - 3.11.3. The agency will undertake work for the DHSC across its policy remit. The DHSC sometimes works on communications projects with its Arm's Length Bodies (ALBs) including the UK Health Security Agency (UKHSA) and NHS England (NHSE).

# 4. STANDARDS AND DATA PROTECTION

- 4.1. It is of the upmost importance that the Supplier operates a best-in-class approach to data collection, data management and data security. Suppliers shall be expected to demonstrate and evidence at the request of the Buyer, clear processes around areas such as data security, data transfer and risk management as part of the contract.
- 4.2. The Supplier shall adhere to best-in-class information, industry recognised standards and data security principles, including the GDPR, ISO standards

(ISO27001 and ISO20252), <u>MRS membership</u> and/or the <u>MRS Code of</u> <u>Conduct</u> (or equivalent).

4.3. Membership to industry bodies including <u>British Polling Council</u>, ESOMAR is desirable.

# 5. SERVICE LEVELS AND KPIS

5.1. The Buyer will measure the quality of the Supplier's delivery by:

| No. | Service<br>Level<br>Category<br>Name | Service Level<br>Performance<br>Criterion | Inadequate | Requires<br>Improvement | Approaching<br>target | Good |
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## 6. BUDGET/PAYMENT SCHEDULE

- 6.1. Each individual research project called off from the contract shall have costs and pricing agreed between the Supplier and the Buyer prior to any work being undertaken. Payment can only be made following satisfactory delivery of agreed products and deliverables.
- 6.2. The maximum contract value is **exclusion** with no minimum commitment to spend. Note this is subject to the DHSC's final financial approvals. Costs will include expenses and be exclusive of VAT.
- 6.3. The overall budget amounts provided for the contract are indicative only and represent maximum spend levels they are not a guarantee of spend and there is no commitment to spend under the contract.
- 6.4. The PO number and contract reference number shall be shared with the successful Supplier before Services commence and must be stated on the invoice in order for payment to be made.
- 6.5. Address for payment: All invoices shall be sent to the Buyer (addressed to) Accounts Payable, via email to which

shall include a breakdown of the Services showing the quantity and rates applied, as appropriate.

6.6. Prices charged by the Supplier shall be inclusive of expenses (if appropriate) and exclusive of VAT.

# 7. Contract Term

7.1. The contract term shall commence upon Contract Award and be reviewed after two (2) years with an option to extend for two further contract periods of (12) months (2+1+1).

## 8. ACCOUNT MANAGEMENT AND RESOURCING

8.1. Supplier responsibilities:

The Supplier shall:

- 8.1.1. Conduct research to MRS Code of Conduct standards, especially regarding young or vulnerable and storage of respondent details.
- 8.1.2. Ensure all researchers will be Market Research Society (MRS) members and all research processes shall adhere to the Market Research Society Code of Conduct.
- 8.1.3. Allocate an account manager to be the main source of engagement between the Buyer and the Supplier. Management of the contract shall be through the Buyer's eCommercial system, Atamis.
- 8.1.4. Complete projects as agreed with the Buyer which may include requirements where a swift and agile response is of the essence.
- 8.1.5. Ensure appropriate resources are assigned to deliver activity with sufficient knowledge, skills and experience.
- 8.1.6. Work with the Buyer to identify, manage and mitigate any potential risks that may arise during the life of the contract.
- 8.1.7. Take part in periodic review meetings as set out below.

| Frequency   | Status                     | Format                                      | Attendees                         | Information<br>Required   |
|-------------|----------------------------|---|-----------------------------------|---|
| Monthly     | Operational                | Meeting<br>(either virtual<br>or in-person) | To be agreed at Implementation    | Monthly Report on<br>research projects<br>undertaken  |
| Quarterly   | Operational                | Meeting<br>(either virtual<br>or in-person) | To be agreed at<br>Implementation | Review of research<br>projects undertaken,<br>performance metrics<br>and Continuous<br>Improvement Plan |
| Bi-annually | Operational<br>/ Strategic | Meeting<br>(either virtual<br>or in-person) | To be agreed at<br>Implementation | Mid-Year<br>Review on progress and<br>forward plans   |
| Annually    | Strategic                  | Meeting<br>(either virtual<br>or in-person) | To be agreed at Implementation    | Annual Review and<br>forward plans  |

# 8.2. Continuous Improvement

- 8.2.1. The Supplier shall work with the Buyer throughout the contract term to identify any improvement opportunities. Examples may be cost reduction, innovative proposals, quality or efficiency gains that enhance the service. Proposals that save cost may be considered on a gain share basis where appropriate.
- 8.2.2. The Buyer shall work with the Supplier to develop a continuous improvement plan. The Supplier shall provide an update on progress for each quarter.
- 8.2.3. Failure to deliver against the required standards as set out above will trigger an extraordinary contract review meeting and may lead to a rectification plan process as outlined in the DPS RM6126 Core Terms, should there be a Default to this Specification.

## 9. MANAGEMENT INFORMATION

- 9.1. The Supplier shall provide management information and reporting as standard for the majority of research projects undertaken under this contract. Reporting shall be in line with the contract Service Levels and KPIs detailed under Section 5 and as agreed with the Buyer for each project. This shall include, but not be limited to the following:
  - Soft copy of final questionnaires;
  - Data tables with pre-agreed cross-breaks in Excel, statistically significant differences marked and user-friendly navigation;
  - Where relevant, wave on wave data tables, showing statistically significant differences across waves;
  - Additional sets of filtered/combined/bespoke tables upon request;
  - Provision of respondent level data files upon request;
  - Headline summary of findings in a 1-2 page word document, delivered no more than two working days after fieldwork closes.
    Where relevant, initial recommendations for future improvements for multiple waves of research should be included;
  - Full report and presentation;
  - Debrief call with DHSC Marketing Team and/or senior stakeholders.
  - KPI Reporting

## 10. SOCIAL VALUE

- 10.1 The Supplier shall work proactively with the Buyer and with its supply chain throughout the contract term to minimise environmental impacts of the Services.
- 10.2 The Supplier shall monitor and report any environmental benefits it achieves, to include not only consideration of commercial aspects and

minimisation of negative impacts but also the maximisation of positive impacts on society and the environment.

- 10.3 The Supplier shall comply with the '25 Year Environment Plan' which sets out what the Government intends to do to improve the environment, within a generation. This is available to view at The Supplier shall comply with the '25 Year Environment Plan' which sets out what the Government intends to do to improve the environment, within a generation. This is available to view at https://www.gov.uk/government/publications/25-year-environment-plan
- 10.4 The Supplier shall ensure a diverse supply chain exists that is accessible to all types of businesses, managing them effectively to provide a high level of service throughout the contract term. Where appropriate, you shall work proactively to encourage Small Medium Enterprises (SMEs) and Voluntary Community and Social Enterprises (VCSEs) to become part of your supply chain. This shall be reported as part of the quarterly performance metrics.
- 10.5 The Buyer has an obligation to ensure suppliers understand the risks of modern slavery in supply chains and take appropriate action to identify and address those risks, with particular focus on supporting victims of modern slavery. The Supplier shall comply with the provisions of the Supplier Code of Conduct.
- 10.6 The Supplier shall demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce. This shall be reported as part of the quarterly performance metrics.

# **11. EXIT MANAGEMENT**

- 11.1. The Supplier shall support the Buyer and any incoming Supplier(s) at the end of this contract in any exit management activities, as appropriate.
- 11.2. The Supplier shall present to the Buyer an exit plan within 3 months of the start of the contract. This shall be reviewed annually to ensure it remains current.
- 11.3. As part of the exit plan, the Supplier shall facilitate the orderly transfer of responsibility and data requirements to the Buyer and/or any incoming Supplier(s).

# 12. LOCATION

- 12.1. The contract shall be managed by the Buyer, located at 39 Victoria Street, Westminster, SW1H 0EU.
- 12.2. It is expected that the majority of the Services shall be carried out off-site at the Suppliers premises.