

FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CALL-OFF TERMS

Part 1: Letter of Appointment

Behavioural Insights Ltd
4 Matthew Parker Street
Westminster
London
SW1H 9NP
Attn: REDACTED

Dear REDACTED

Letter of Appointment

This letter of Appointment is issued in accordance with the provisions of the Framework Agreement (RM6004) between CCS and the Supplier dated 05/02/18.

Capitalised terms and expressions used in this letter have the same meanings as in the Call-Off Terms unless the context otherwise requires.

Order Number:	CCCO18A37
From:	Cabinet Office ("Customer")
To:	Behavioural Insights Ltd ("Supplier")

Effective Date:	09/01/19
Expiry Date:	End date of Initial Period 08/01/22 End date of Maximum Extension Period 08/01/23 reviewed on a 3 monthly basis. Minimum written notice to Supplier in respect of extension: one month

Services required:	<p>Set out in Section 2 (Services offered) of the Framework Agreement and refined by:</p> <p>the Customer's Project Specification attached at Annex A and the Supplier's Proposal attached at Annex B.</p> <p>This is a Call-off contract based on day rates.</p> <p>The Customer shall submit to the Supplier from time to time a Statement of Work setting out Services that it requires the Supplier to perform. This may include requests for data analysis, policy analysis, service design, trials, capability building, and innovative thought leadership.</p>
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	Resources and costs required for each Statement of Work will be agreed between the Customer and the Supplier before the work commences. Costs will be paid monthly in arrears to the Supplier. The agreed costs will be in line with the day rates submitted within the Supplier's pricing schedule for the services tendered.
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Key Individuals:	REDACTED
Guarantor(s)	N/A

Call-Off Contract Charges (including any applicable discount(s), but excluding VAT):	REDACTED
Insurance Requirements	Please refer to the Terms and Conditions of Framework RM6004 Behavioural Insights.
Customer billing address for invoicing:	REDACTED

Alternative and/or additional provisions:	Please see the additional GDPR clause at Schedule 6 within Appendix C.
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FORMATION OF CALL-OFF CONTRACT

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Supplier agrees to enter a Call-Off Contract with the Customer to provide the Services in accordance with the terms of this letter and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Call-Off Terms.

The Parties hereby acknowledge and agree that this Call-Off 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:
Signature:
Date:

Name and Title:
Signature:
Date:

ANNEX A

Customer's Project Specification

1. OVERVIEW OF REQUIREMENT

- 1.1 This Contract shall ensure the Customer has frictionless access to behavioural insights to match central priorities and urgent cross-government work. This will enable Cabinet Office to provide rapid, innovative support to explore policy, service improvement and trials across government.
- 1.2 This Contract will provide applied behavioural insight consultancy and research services to support four functions:
- a) key projects: delivering policy analysis, service insight, evaluations, and trials of interventions
 - b) capability building across government
 - c) trailblazing new approaches and
 - d) thought leadership: strategic work to review and identify untapped opportunities to apply behavioural insights to achieve the government's objectives.

2. DEFINITIONS

Expression or Acronym	Definition
Statement of Work	means a request for a specific project or projects under the Call Off Contract from the Cabinet Office
EDS	Economic and Domestic Secretariat

3. SCOPE OF REQUIREMENT

- 3.1 This Contract is for the provision of applied behavioural consultancy and research services to the Customer. This includes provision of short and rapid behavioural insights advice, efforts to build behavioural insights capability in government, and support to specific projects.
- 3.1.1 Specifically the Supplier shall:
- make available an adequate level of Supplier staff to perform consultancy and research services
 - provide a proposed resource allocation on a quarterly basis to be agreed with the Customer
 - deliver an annual report (see section 9)
 - provide suitably senior representatives to attend meetings (including the monthly progress meeting, biannual steering board and annual review (see section 7))
 - transfer knowledge to the Customer of lessons learnt from performance of the Contract services or projects through delivery of two workshops/seminars each year

4. THE REQUIREMENT

- 4.1 The Supplier shall make available an appropriate level of Supplier staff to perform consultancy and research services on an ad-hoc basis as the Customer may require from time to time at the agreed day rates.
- 4.2 The Customer shall submit to the Supplier from time to time a Statement of Work setting out Services that it requires the Supplier to perform. This may include requests for data analysis, policy analysis, service design, trials, capability building, and innovative thought leadership. These projects may be supporting teams within the Cabinet Office directly, such as EDS-Projects or the Implementation Unit, work with other government departments, or projects that are cross-departmental.
- 4.3 As an example, a past project used a data science driven predictive model to predict Ofsted inspection outcomes.
- 4.4 Projects will typically need to meet some or all of the following criteria:
 - (i) they address an identified No.10 or Cabinet Office priority
 - (ii) they have the potential to deliver high impact outcomes
 - (iii) they have no suitable alternate funder.
- 4.5 The Supplier will need to deliver successful behavioural insight-driven solutions that can be applied to address the type of complex problems faced by government, such as: improving citizen engagement with public services, decreasing obesity, reducing loneliness, EU exit etc.
- 4.6 Resources and costs required for each Statement of Work will be agreed between the Customer and the Supplier before the work commences. Costs will be paid monthly in arrears to the Supplier.
- 4.7 The Customer requires maximum value to be delivered from their budget by the Supplier, from the outset and throughout the life of the Contract.

5. KEY MILESTONES

- 5.1 The Supplier shall meet with the Customer once a month to review progress.
- 5.2 The Supplier and the Customer shall hold biannual steering meetings during which the Customer shall set high level objectives for the Supplier to work towards in the subsequent six-month period. These are likely to be chaired by the Cabinet Secretary or his nominated representative. It is intended that the first of these meetings will be held shortly after the effective date of the Contract and then at six-monthly intervals after this.
- 5.3 An annual review will be held on a date agreed by the Supplier and Customer close to the anniversary of the effective date. The Supplier shall report to, and discuss with, the Customer the content of the Annual Report. The Customer will review the performance of the Supplier in respect of the Contract.
- 5.4 The Supplier should note the following project milestones:

Milestone	Description	Timeframe
1	Contract Award	January 2019
2	Inception and Progress review meeting	Inception within 1 week of Contract Award, Progress review meetings then every month

3	Steering board meeting	Within week 2 of Contract Award (& then biannually)
4	Quarterly allocation Feb - April	Within week 4 of Contract Award (& then quarterly)
5	Annual report and Contract Review	Within 1 year of Contract Award (& then annually)

6. CUSTOMER'S RESPONSIBILITIES

- 6.1 The Customer will be responsible for gaining the required approvals for the prioritisation of projects each quarter. Any delays to securing this that affect the Supplier's ability to deliver to schedule will be deemed to be the Customer's responsibility.

7. REPORTING

- 7.1 The Supplier will be required to deliver an annual report to the Customer summarising all services carried out under the Contract over the previous 12 months, which will be due two weeks after the completion of the first year of the Contract, and each year thereafter. Additional reports may be required subject to specific requirements under the Contract, for which individual deadlines will be given. All reports should be fully quality assured prior to delivery to ensure that they accurately reflect the work of the Supplier.

8. VOLUMES

- 8.1 The previous Contract provided access to the equivalent of 8.5 FTE of Supplier resource per year. Over its lifetime it supported government with over 50 projects, hundreds of training sessions and events and continuous advisory work. It is anticipated that similar volumes of work could be expected from this Contract, subject to any change in direction of priorities of the government.

9. CONTINUOUS IMPROVEMENT

- 9.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 9.2 The Supplier shall present new ways of working to the Customer during annual Contract review meetings.
- 9.3 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.

10. QUALITY

- 10.1 Quality will be assessed as set out in the Service Levels and Performance specified below.

11. PRICE

11.1 The maximum budget spend on this Contract will be of £1,000,000.00 (excluding VAT) per year. The maximum contract value for this requirement is £4,000,000.00 (excluding VAT), and including any extension options.

11.2 Services for this requirement shall be priced on a day rate basis.

12. STAFF AND CUSTOMER SERVICE

12.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Behavioural Insights Consultancy & Research Services Cabinet Office Contract in order to consistently deliver a quality service to all Parties.

12.2 The Supplier's staff assigned to the Behavioural Insights Consultancy & Research Service Cabinet Office Contract shall have the relevant Behavioural Insights experience and skills to deliver the Contract.

12.3 The Supplier shall ensure that staff understand the Customer's vision and objectives, as set out by the Cabinet Office during the Steering Board and quarterly allocation process; and will provide excellent customer service to the Customer throughout the duration of the Contract.

13. SERVICE LEVELS AND PERFORMANCE

13.1 The Customer will measure the quality of the Supplier's delivery by:

13.1.1 The Customer will assess Performance against the Contract as part of the Annual Review, including Resource availability, quality of the annual report, attendance of key personnel at meetings and effective knowledge transfer to the Customer.

KPI/SLA	Service Area	KPI/SLA description	Target
1	Availability of Resource	Sufficient resource provided to deliver all the Customer's requirements.	Agreed minimum level, this is likely to be the approximate equivalent of 8.5 FTE of Supplier resource per year
2	Annual Report	Delivery of an annual report outlining all work undertaken over that year, including any additional elements specifically requested by the Customer.	Delivered within one month of the end of the annual period

3	Meeting attendance	The Deputy Director, or a suitably senior representative of the Supplier's team (as agreed with the Customer) shall attend the Monthly Meeting. The Director and Deputy Director shall attend the Twice Yearly Steering Board meetings and Annual Review.	100%
4	Meetings	Materials for meetings to be prepared in accordance to the format and time agreed with Customer.	100%
5	Knowledge transfer	The Supplier shall share lessons learnt from performance of the Contract Services or projects with the Customer.	Delivery of two seminars/workshops each year
6	Quality	Quality of delivery will be measured yearly through feedback collected on Supplier Performance by the Customer including impact and value-add of work delivered under the Contract.	90% positive feedback from departments

- 13.2 The Supplier shall, within ten (10) Working Days of the review meeting provide the Customer with a remediation plan to address any shortcomings and implementation of improvements identified in the review. The Supplier shall implement the approved remediation plan and progress will be assessed as part of the Monthly Meeting. All actions required to resolve shortcomings and implement improvements as a consequence of the Suppliers failure to meet its obligations under the Contract identified by the annual review shall be implemented at no extra charge to the Customer.
- 13.3 This remediation plan must be satisfactorily delivered within 30 days of the agreed plan. Where the Supplier fails to deliver a plan to the required standard, the Customer reserves the right to terminate the services in line with the Terms and Conditions of RM6004 Behavioural Insights.
- 13.4 Failure by the Supplier to meet any Service Level caused solely by the Customer not fulfilling its obligations under this Contract shall not constitute a failure by the Supplier of the applicable Service Level.
- 13.5 Additional KPIs and SLAs will be agreed for individual Statements of Work as they are commissioned by the Customer.

- 13.6 The Customer reserves the right to terminate the Contract by giving not less than three months written notice to the Supplier should government priorities change.

14. SECURITY REQUIREMENTS

- 14.1 The Supplier shall ensure that all security requirements as stated in the RM6004 Behavioural Insights Terms and Conditions are complied with for this Contract.
- 14.2 The Supplier will be required to sign a Non-Disclosure agreement before work commences.

15. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 15.1 In line with those set out in the RM6004 Behavioural Insights Call-off Terms and Conditions.

16. LOCATION

- 16.1 The location of the Services will be carried out at the Supplier's premises unless otherwise agreed between the Customer and the Supplier. Meetings to be carried out at 70 Whitehall, London, SW1A 2AS.

ANNEX B

Supplier Proposal

REDACTED