

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

Part 1: Letter of Appointment

Department for Transport
Great Minster House
33 Horseferry Road
Westminster
London
SW1P 4DR

Dear Sirs

Letter of Appointment

This letter of Appointment is issued in accordance with the provisions of the Framework Agreement (RM3796) between CCS and the Agency dated 16th November 2017.

The attached appendix provides detailed feedback on your tender.

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:	TBC
From:	Department for Transport ("Client")
To:	Claremont Marketing Communications Ltd ("Agent")

Effective Date:	The term of the Contract shall commence on 2 nd December 2019 and expire on 1 st August 2020
Expiry Date:	End date of Initial Period 1 st August 2020 End date of Maximum Extension Period one (1) month Minimum written notice to Agency in respect of extension: 30 days

Services required:	Set out in Section 2 Part B (Specification) of the DPS Agreement and refined by The Customer's Project Specification attached at Annex A, and the Suppliers Proposal attached at Annex B.
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Key Individuals:	For the Client: REDACTED For the Agent: REDACTED
[Guarantor(s)]	Not Applicable

Call Off Contract Charges (including any applicable discount(s), but excluding VAT):	The Contract shall be for a maximum value of £97,800.00 (excluding VAT). Roles and rates will remain firm for the duration of the Contract including any extension. For a full breakdown of costs please see Annex C Price.
Insurance Requirements	No additional Insurance required to the Framework Terms and Conditions
Customer billing address for invoicing:	Invoices must contain a valid Purchase Order Number and be sent to: REDACTED

GDPR	As per Annex A – Contract Terms Schedule 7 (Processing, Personal Data and Data Subjects)
Alternative and/or additional provisions including	N/A

Schedule 8 (Additional Clauses)	
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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 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:

Signature:

Signature:

Date:

Date:

ANNEX A

Customer Project Specification

Expression or Acronym	Definition
ITS	Inclusive Transport Strategy
AAP	Accessibility Action Plan
DPTAC	Disabled Person's Transport Advisory Committee, the Department's statutory advisors on disability
DfT	Department for Transport
ITSG	Inclusive Transport Stakeholders Group

SCOPE OF REQUIREMENT

The Agency will produce:

A disability and equality awareness training package, informed in part by earlier research carried out on behalf of the Client. The training package must target transport operators and cover all modes of transport.

The Client requires that the solution will be innovative and include breaks or pauses with questions inserted to create an engaging environment conducive to learning.

Engagement

The Client requires the Agency to engage with disabled people at all stages during the development and production of the solution, and to ensure that the product is available in a range of accessible formats to allow the widest possible participation by disabled people.

The Agency must engage with organisations that cover a wide range of impairments and conditions, including physical and hidden disabilities as well as those that engage with learning disabilities, mental health conditions and chronic illnesses.

The Client will provide a recommended, but not exhaustive, list of organisations that the Agency must engage with.

Research

During the development and production of the training package, the Agency must draw, in part, on previous research carried out for the Client, to inform decisions on what is good practice in disability awareness training.

The Agency must also conduct their own research to build on the Client's earlier research. The aim of this is to ensure that the subsequent training

package is appropriately targeted at transport operators across all modes of transport, and to identify steps that can be taken in advance of launch to secure buy in from industry.

The Agency will, through discussions with transport operators and the research identified above, develop a comprehensive marketing plan to assist in the take up of this voluntary training package.

Training expectations

The training must include a specific focus on less visible disabilities such as dementia, autism, hearing loss, sight loss, mental illness and non-visible physical disabilities as well as chronic illnesses.

The Client requires the training to cover subjects such as the appropriate language and etiquette when providing customer service to disabled people, how to most appropriately provide information, including in an emergency or when there are route changes – particularly in ways which are independent of technology.

The training must build a good level of understanding around the additional needs of disabled people and how these can be met, including how transport operators can deal with situations where members of public are using facilities specifically set aside for disabled people.

The training package must also include modal specific sections and encourage transport operators to further their learning.

The training must highlight the legal rights of disabled people to access transport (this will include noting the relevant legislation covering each mode of transport) as well as the commercial benefits of them doing so (i.e. discounts available to disabled people on the different modes of travel, the potential revenue of friends, carers or family accompanying them).

Access

The training package must take into consideration the different learning styles and needs of people, including those with impairments and therefore must be able to be accessed by all.

The focus of the training is on raising disability awareness within the transport sector, and therefore must include disabled people providing their own views on positive steps which can be taken.

Associated training support materials by which to summarise the key information from the training package, as well as disability organisations to contact for further information or training.

The facility to test the understanding of the trainee that operators can use to support and confirm staff understanding of the training. This may also include an element of action planning where the learner could lay out a

number of individual actions that they need to take to make transport more accessible for disabled people.

Throughout this Contract the Agency are required to incorporate the findings of both the Clients and their own research into disability training paying close attention to good practice, and any feedback on this from the Client and project steering group.

THE REQUIREMENT

The required outcomes from the training package are:

- Transport staff across all sectors have increased awareness of disability, including those impairments or conditions which are less visible such as (but not limited to) autism, dementia, hearing and sight loss, non-visible physical disabilities and chronic illness, as they relate to transport.
- Transport staff are able to identify passengers who require assistance, be aware of how to appropriately and effectively change the way they communicate, and understand how the physical environment or travelling in general might inhibit their access.
- Transport staff gain an awareness of how to assist the individual in order to enable a smooth, minimally stressful journey e.g. by asking what assistance the passenger needs and understanding how to provide it, proactively offering assistance tailored to the passenger's needs (including in emergency situations), and, where appropriate, informing other transport staff about a passenger's onward journey requirements.

KEY MILESTONES AND DELIVERABLES

The following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe
1	Anticipated Project Commencement meeting with the Project Steering Group to agree scope of the project and to share existing research	Within week 1 of Contract Award
2	Anticipated timeframe within which the Client will provide contact details for disabled people's organisations and transport providers (some of whom will have produced training or guidance themselves on disability)	Within week 2 of Contract Award

	awareness and can offer good practice, recommendations and support in the development of the training).	
3	Anticipated timeframe within which the Agency begins implementation of the work required	Within week 3 of Contract Award
4	Anticipated timeframe within which the Agency should supply first outline of training package to the Client's for consideration	Within 3 months of Contract Award
5	Anticipated timeframe within which the Agency should supply first draft of training package, and associated support materials to the Client for consideration	Within 5 months of Contract Award
6	Anticipated timeframe within which the Agency should supply second draft of training package, and associated support materials to the Client for consideration	Within 7 months of Contract Award
7	The Client may request the Agency to present current version of training package to the Clients Inclusive Transport Stakeholder Group (ITSG) and the Clients Disabled Persons Transport Advisory Committee (DPTAC) for views	Within 7 months of Contract Award
8	The Agency is to provide final version of training package, taking on board comments received from ITSG and DPTAC and present package to the Client if required	Within 8 months of Contract Award

MANAGEMENT INFORMATION/REPORTING

The Agency will engage regularly with the Client particularly in the early stages of the Contract to agree timelines. There will be a formal monthly review meeting arranged by the Client which may take place by phone/video conferencing or occasionally at the Client's own premises.

Attendance at Contract review meetings will be at the Agency's expense.

CONTINUOUS IMPROVEMENT

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

The Agency should present new ways of working to the Client during monthly Contract review meetings.

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

SUSTAINABILITY

The Agency shall use the most sustainable methods when dealing with all aspects of the Contract.

QUALITY

No additional quality standards are required, other than those stipulated in the RM3796 Communication Services Framework.

STAFF AND CUSTOMER SERVICE

The Agency must provide a sufficient level of resource throughout the duration (inclusive of any Contract extension periods that maybe enacted), of the Contract in order to consistently deliver a quality service.

The Agency's staff assigned to the Contract must have the relevant qualifications and experience to deliver the Contract to the required standard.

The Agency must ensure that staff understand the Client's vision and objectives and will provide excellent customer service to the Client throughout the duration of the Contract.

SERVICE LEVELS AND PERFORMANCE

The Client will measure the quality of the Agency's delivery ongoing monitoring as the training package is developed. In particular the Client may request the provider to present the current version of the training package to Client's Inclusive Transport Stakeholder Group (ITSG) and the Client's Disabled Persons Transport Advisory Committee (DPTAC) for views.

The Client reserves the right to review and sign off on all training proposals.

The Client reserves the right to request amendments or additions to the training material prior to its own approval.

In the event of poor performance the Agency shall take all reasonable steps to rectify their performance. The Client may make suggestions to increase performance.

Where poor Supplier performance has not been rectified the Client shall reserve the right to evoke early termination of the Contract.

SECURITY AND CONFIDENTIALITY REQUIREMENTS

The Agency will be required to provide assurance to the Client that all data will be transferred to the Client at the conclusion of the project.

The Agency agrees to comply with all applicable requirements of the Data Protection legislation (including the General Data Protection Regulation ((EU) 2016/679) and all applicable laws about the processing of personal data and privacy).as well as all other laws that may be relevant to this requirement.

INTELLECTUAL PROPERTY RIGHTS (IPR)

All materials delivered under this Contract shall remain the property of the Client.

The Agency must grant a perpetual, irrevocable, worldwide, royalty-free licence to the Client and the Crown, and any person authorised by either of them, to use, reproduce, publish, modify, adapt, enhance and otherwise deal with all the outputs of this contract.

The Agency is to note that all material are not to be shared with any third parties without first obtaining written permission from the Client.

PAYMENT AND INVOICING

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

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

Payment will be made according to the schedule below on successful delivery of outcomes.

25% payment on supply of agreed first draft

25% payment on supply of agreed second draft

50% payment on supply of agreed final product

A purchase order will be issued, the number of this must be quoted on any invoice sent to the Client's Shared Services for payment.

Invoices can only be submitted following agreement and sign off by the Client's contract manager.

Payment will be made 30 days following receipt of a correctly submitted invoice as specified above.

CONTRACT MANAGEMENT

Attendance at monthly Contract Review meetings shall be at the Agency's own expense.

LOCATION

The location of the Services will be carried out at the Agency's address.

ANNEX B
Supplier Proposal

REDACTED

ANNEX C – PRICE
Rate Card - REDACTED

Roles and Rates will remain firm for the duration of the contract and any extension. Rates are based upon a working day of 8 hours and are exclusive of VAT.

Statement of Works – NOT USED

Part 2: Call-Off Terms

As per Framework RM3796 Terms and Conditions