CM Monitor (Britain Thinks) Ltd Government Communication Service

**REDACTED** **REDACTED**

08th June 2020

Dear REDACTED

**Direct Award of Contract – The Provision of Quantitative Research CCZZ20A26**

I am writing to inform you that **the Cabinet Office** (the “**Customer**”) proposes to make an award of a contract to you to provide extremely urgent deliverables as part of the response to unforeseeable consequences of the COVID-19 pandemic on the terms set out in this letter (the “**Contract**”).

Due to unforeseeable consequences of the current COVID-19 pandemic, **the Cabinet Office** reasonably anticipates that the Public Contracts Regulations 2015 will apply to this Contract and the Parties shall ensure that there is a lawful basis for awarding the Contract under the Public Contracts Regulations 2015 and/or any applicable procurement rules. Due to unforeseeable consequences of the current COVID-19 pandemic, this may include in particular justifications under Regulation 32 of the Public Contracts Regulations 2015 or such other applicable or equivalent provision.

*The Contract*

In the light of the extreme urgency of the current situation and as you are already a supplier on **Research Marketplace Dynamic Purchasing System RM6018** (the “**DPS Contract**”), the Contract shall be based on the DPS Contract’s Contract Terms as follows:

1. The Supplier shall supply the Services and the Deliverables to complete the Project as specified in Annex A to this letter as if Annex A to this letter was each of a Letter of Appointment and a Statement of Work for the Project comprising of each of a Customer Project Specification and a Supplier Proposal.
2. The Contract Charges relating to the Project are specified in Annex A to this letter.
3. The Special Terms set out in the Statement of Works at Annex A to this letter apply to the Contract. The Special Terms set out in Annex A to this letter are terms of this letter.
4. The Effective Date of the Contract will be 30th March 2020.
5. The Customer and the Supplier acknowledge and agree that:
   1. each of the Effective Date and the Project Commencement Date occurred before the date on which the Parties documented the terms of the Contract;
   2. the terms of the Contract documented in this letter are all of the terms upon which the Parties agreed to contract on and from the Effective Date; and
   3. no other written or oral agreements, representations or understandings exist between them in respect of the subject-matter of this Contract.
6. The Expiry Date of the Contract will be **30th September 2020.**
7. The Customer has stated that there is no option to extend the Contract.
8. This Contract is not conditional upon the receipt of a Guarantee.
9. The documents from the DPS Contract specified in Annex B to this letter are incorporated into the Contract (the “**Incorporated Documents**”). If any of the Incorporated Documents conflict with any of the terms of this letter, the terms of this letter prevail.
10. References in the Contract Terms to “Agreement” shall be read as references to this Contract.
11. References in the Incorporated Documents to “Letter of Appointment” shall be read as references to this letter.
12. “Force Majeure”, as defined in paragraph 1.6 of Schedule 1 of the Contract Terms, shall exclude any acts, events, omissions, happenings or non-happenings arising out of or in connection to either or both coronavirus (the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)) and/or COVID-19 (the official designation of the disease which can be caused by coronavirus).
13. For the avoidance of doubt, the DPS Contract and any provision of any Incorporated Document which relates only to the DPS Contract (other than clauses Clause 6 of the DPS Contract, DPS Schedule 5 (Management Charge and Information) and the corresponding definitions contained in DPS Schedule 1 (Definitions and Interpretation) which are incorporated into the Contract by paragraph 14 below)are not incorporated into the Contract.
14. In spite of paragraph 13 above, the Customer and the Supplier agree that:
    1. clause 6 of the DPS Contract;
    2. DPS Schedule 5 (Management Charge and Information); and
    3. all definitions for terms defined in DPS Schedule 1 of the DPS Contract which are capitalised and used in clause 6 of the DPS Contract and DPS Schedule 5 (Management Charge and Information),

are incorporated into this Contract so that:

* 1. the Supplier shall on receipt of an invoice from the Crown Commercial Service (“**CCS**”) for the Management Levy, pay the Management Levy and provide Management Information using the process in clause 6 of the DPS Contract; and
  2. the Customer and the Supplier agree that clause 28 of the Contract Terms (*Third Party Rights*) apply to this paragraph 15 to the extent necessary to ensure that CCS will have the right to enforce any obligation owed to it by the Supplier under this paragraph 15 in its own right under section 1(1) of the Contract (Rights of Third Parties) Act 1999.

1. References to “Contract” in the clauses and schedules of the DPS Contract which are incorporated into this Contract by paragraph 14 above shall be read as references to this Contract.
2. If the Customer and the Supplier enter into the Contract, the Customer and the Supplier will, each at their own expense, do all acts and things necessary or desirable to give effect to the Contract.

*Accepting the offer of the Contract*

In the circumstances, **The Cabinet Office** proposes to confirm that the Parties entered into the Contract on the 30th of March 2020 exceptionally by an exchange of correspondence.

Please confirm that you accepted the Contract terms on that date by email to REDACTED , using the heading REDACTED the Provision of Qualitative Research Contract Award.

To assist us in managing the process, please respond by 17:00 on **10th June 2020.**

If you have any queries, please contact the team on REDACTED.

Yours faithfully,

**REDACTED**

**Senior Procurement Specialist**

**Annex A**

**Project, Services and Deliverables, Contract Charges and Special Terms**

|  |  |
| --- | --- |
| **Project:** | *C M Monitor (Britain Thinks) Ltd Direct Award for the Provision of Qualitative Research.* |
| **Project Commencement Date:** | 30th  March 2020 |
| **Project Completion Date:** | 30th September 2020 |
| **Project Term:** | 6 months |
| **Project Notice Period:** | Not applicable |
| **Services & Deliverables:** | Britain Thinks shall provide weekly qualitative research in the form of online focus groups or depth interviews on behalf of the Cabinet Office,BEIS, DHSC with audiences specified by the Cabinet Office and DHSC in weekly update meetings.  The activities for the Contract are to include but are not limited to the following list:   * Production of discussion guides; * Recruitment of focus groups and depth interviews; * Facilitating focus groups; * Conducting depth interviews; * Collating data; * Producing reporting grids; * Running debrief calls; and * Ad hoc thematic summaries as requested.   This is a reactive “Call Off” Contract and the volume and requirement of work will be .based on unforeseen events. The work required shall be included in the Statement of Work (SOW) which shall be raised and agreed at the weekly meetings. |
| **Inclusion of Additional Schedules** | Not applicable |
| **Project Plan:** | Due to the retrospective nature of the requirement, all projects will be discussed , agreed and implemented via a Statement of Work at the weekly meetings. |
| **Contract Charges:** | | BritainThinks will invoice Cabinet Office Communications who will raise purchase order.  Invoices should be submitted to: Room 140, 70 Whitehall SW1A 2AS.  Invoices should include the following:  Appropriate references to identify the services and contract which is being invoiced from;  A valid Purchase Order Number; and  A breakdown of charges, including a separate line for VAT.  Payment will be made within thirty (30) days following receipt of a correctly submitted invoice as detailed above.  Payment will be made only when the Authority receives the outputs of a satisfactory quality linked to all the milestones agreed at the Weekly meetings  **REDACTED** |
| **Customer Materials:** | | Not applicable |
| **International**  **Locations** | | Not applicable |
| **Customer Affiliates:** | | The Department of Health and Social Care (DHSC)  Public Health England (PHE)  the Department of Business, Energy and Industrial Strategy (BEIS)  Her Majesty Revenue and Customs (HMRC) |
| **Special Terms:** | | Not Applicable |
| **Authorised Customer Approver:** | | *Set out details of the person(s) who have the authority to agree day to day decisions on behalf of the Customer for this Project.*  **REDACTED** |

**Annex B**

**Incorporated Documents**

The documents specified in this Annex B are incorporated into the Contract from the DPS Contract.

Where numbers are missing, those schedules are not included. If the Incorporated Documents conflict with each other, the following order of precedence applies:

1. The Contract Terms from RM6018
2. The following Schedules to the Contract Terms in equal order of precedence:
3. The Schedules from the Contract Terms for RM6018

* Schedule 2 (Statement of Work)
* Schedule 4 (Dispute Resolution Procedure)
* Schedule 5 (Variation Form)
* Schedule 6 (Contract Charges)
* Schedule 7 (Processing, Personal Data and Data)

No other Supplier terms are part of the Contract. That includes any terms written in the email accepting the offer of the Contract or presented at the time of delivery.

The Incorporated Documents can be found at <https://www.crowncommercial.gov.uk/agreements/RM6018>

**Annex C**

**Contract Management Information**

CUSTOMER CONFIDENTIAL INFORMATION

Not Applicable

CUSTOMER’S INVOICE ADDRESS:

## REDACTED

CUSTOMER’S SECURITY POLICY

During the life of the Contract, the Supplier shall acknowledge and protect all sensitive and confidential information its employees have access to. The Supplier shall also ensure their IT security systems are sufficiently robust to prevent confidential and sensitive material being made available to the public domain.

INSURANCE REQUIREMENTS

public liability insurance to cover all risks in the performance of the Contract, with a minimum limit of £1 million for each individual claim

employers' liability insurance with a minimum limit of £1 million indemnity

professional indemnity insurance adequate to cover all risks in the performance of the Contract with a minimum limit of indemnity of £1 million for each individual claim

Product liability insurance cover all risks in the provision of

Deliverables under the Contract, with a minimum limit of £1 million for each individual claim

MAXIMUM LIABILITY

For the purposes of Clause 18 of the Contract Terms, the figure specified for limitation of liability will be £1,245,000.00 which is the equivalent of 125% total value of the contract, as if this letter were the Letter of Appointment.

PURCHASE ORDER NUMBER

To be confirmed

STANDARDS

The supplier must ensure that survey results are checked thoroughly in line with Market Research Society