

## DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

### Part 1: CR19076 Letter of Appointment

Dear Sirs

#### Letter of Appointment

This letter of Appointment dated 21st October 2019, is issued in accordance with the provisions of the DPS Agreement (RM6018) between CCS and the Supplier.

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

Order Number:	To follow
From:	Office for Product Safety and Standards, (Department for Business, Energy and Industrial Strategy) with offices at Victoria Square House, Victoria Square, Birmingham, B2 4AJ ("Customer")
To:	Ipsos MORI, 3 Thomas More Street, London E1W 1YW ("Supplier")

Effective Date:	Monday 21st October 2019
Expiry Date:	Friday 28 <del>th</del> February 2020

Services required:	Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by: The Customer's Project Specification attached at Appendix A and the Supplier's Proposal attached at Appendix B.
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#### Key Individuals



Contract Charges (including any applicable discount(s), but excluding VAT):	£109,500.00 excluding VAT
Insurance Requirements	Additional public liability insurance to cover all risks in the performance of the Contract, with a minimum limit of £5 million for each individual claim Additional employers' liability insurance with a minimum limit of £5 million indemnity Additional professional indemnity insurance adequate to cover all risks in the performance of the Contract with a minimum limit of indemnity of £2 million for each individual claim.

Liability Requirements	<b>Suppliers limitation of Liability;</b> Please refer to clause 18.2 of the Contract Terms.
Customer billing address for invoicing:	All invoices should be sent to should be sent to [REDACTED] or Billingham (UKSBS, Queensway House, West Precinct, Billingham, TS23 2NF) A copy of the invoice should be sent to [REDACTED]

GDPR	Please see Contract Terms Schedule 7 (Processing, Personal Data and Data Subjects).
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#### FORMATION OF CONTRACT

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

The Parties hereby acknowledge and agree that they have read this letter and the Contract Terms.

The Parties hereby acknowledge and agree that this Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Supplier within two (2) Working Days from such receipt

For and on behalf of the Supplier:

Name and Title:

[REDACTED]

Signature:

[REDACTED]

Date:

04/03/2020

For and on behalf of the Customer:

Name and Title: [REDACTED] - Deputy Director

Signature:

[REDACTED]

Date: 9 March 2020

## APPENDIX A

### Customer Project Specification

To be determined by the Customer at Call for Competition stage

#### 1. Background

**The Office for Product Safety & Standards** was established by BEIS in January 2018 in order to enhance protections for consumers and drive forward increased productivity, growth and business confidence.

An area of responsibility for OPSS is regulations relating to fireworks. Currently, OPSS is working to improve its evidence base in this area, following a Ministerial commitment. This includes gaining a better understanding of how the public engage with fireworks and their attitudes and perceptions of them.

Findings from the research will help us to create a wholistic evidence base around fireworks that will be the basis for any policy or regulatory changes that may be required.

#### 2. Aims and Objectives of the Project

The principal objective of this research is to understand consumers' awareness, behaviours and attitudes to fireworks. The issue of fireworks has strong Ministerial interest and, in 2018, OPSS ran a safety campaign, which it is expected to revise and repeat later this year.

Campaigns around the use of fireworks have led to parliamentary debates about their sales and use in public displays, where the Minister has committed OPSS to develop an evidence base so she can look at all the issues and decide if any action is needed. This research would be a key part of that evidence base.

The research will focus on consumers and their interaction with fireworks (buying, storing, using and/ or attending displays). Anticipated methodology is ethnographic research and a telephone or face to face survey of 1,000 consumers, which will gain a good understanding of ranges in attitudes and reported behaviours.

Some key questions it is anticipated that the survey will address are:

- How many consumers regularly buy fireworks, and where from?
- To what extent do they enjoy fireworks, and in what settings?
- What are their attitudes towards the availability of fireworks?
- What is the perceived risk of using fireworks?
- What safety considerations, if any, are made when buying, storing and using fireworks?
- Have they experienced or witnessed any accidents or injuries from fireworks?
- Are they aware of any other negative impacts from fireworks?
- What are the levels of awareness and understanding of firework safety?

It is appreciated that there will be limitations in the extent to which the survey will enable a true understanding of consumer behaviour and any cultural meaning fireworks may hold. Behaviour can often be subconscious and there could be many aspects around the cultural and social impact of fireworks that are difficult for the respondents to articulate. Therefore, the attitudinal survey will be preceded by ethnographic research, where consumers can be observed buying and using, or watching, fireworks.

It will be important to recruit participants for all parts of the research who are from a range of demographic groups (age, gender, ethnicity, socio-economic background, disability, housing tenure and region).

The research should cover England, Wales, Scotland and Northern Ireland.

### **3. Suggested Methodology**

The project will begin with a small evidence gathering exercise, on the regulations relating to fireworks. A couple of informal meetings with OPSS officials and possibly stakeholders will be useful for these purposes.

Ethnographic research will take place first and will need to be planned to cover events around Diwali and Bonfire night. Ethnographic research is a new methodology for OPSS and we are looking for experts in this area with proven expertise in gaining valuable evidence from this method.

Summaries from the ethnographic research will be provided, with findings feeding into the development of the survey questionnaire.

A survey with 1,000 consumers will provide quantitative evidence of consumer attitudes and experiences. The sample size will enable findings to be broken down by key demographic groups.

A presentation will be prepared and delivered to OPSS staff and key stakeholders.

Findings will be written up in report, which will be submitted for comments by OPSS, before being finalised

### **4. Deliverables**

Analysis / sample of the survey will be carried out by key demographics - including age, socio-economic background and housing tenure. The subjects for the ethnographic research will also be of differing demographics.

- Initial evidence gathering summary - End of October 2019
- Plan for ethnographic research, including recruitment - End of October/ Beginning of November 2019
- Survey sample information - November 2019
- Survey questionnaire - End of November/ Beginning of December 2019
- Cognitive testing / pilot report for survey - December 2019
- Regular updates throughout project - to be given on a weekly basis from the start of the project 21.10.2019- 28.02.2020
- Written summaries of each ethnographic piece of research - January/ February 2020
- Photos or videos from ethnographic research if feasible - January/ February 2020
- Anonymised dataset of survey responses - February 2020
- Presentation on findings with PowerPoint slides - February 2020
- **Quality assured final report - February 2020**

## Annex A GDPR BEIS

### 1. Data Protection

The Supplier will be compliant with the Data Protection Legislation, as defined in the terms and conditions applying to this opportunity. A guide to The General Data Protection Regulation published by the Information Commissioner's Office can be found [here](#).

The only processing that the Supplier is authorised to do is listed in Annex 1 by the Contracting Authority and may not be determined by the Supplier.

### **Annex 1: Processing Personal Data and Data Subjects**

(1) The contact details of the Contracting Authority Data Protection Officer are:

The Contracting Authority Data Protection Officer  
Department for Business, Energy and Industrial Strategy  
1 Victoria Street  
London  
SW 1H 0ET

Email: [dataprotection@beis.gov.uk](mailto:dataprotection@beis.gov.uk)

(2) The contact details of the Supplier Data Protection Officer (or if not applicable, details of the person responsible for data protection in the organisation) are: To be completed by the Supplier

(3) The Supplier shall comply with any further written instructions with respect to processing by the Contracting Authority.

(4) Any such further instructions shall be incorporated into this Annex 1.

Description	Details
Subject matter of the processing	<p>The processing is needed in order to ensure that the Contractor can effectively deliver the contract entitled <i>Consumer Behaviours and Attitudes to Fireworks</i>.</p> <p>The processing of names and business contact details of staff of both the Authority and the Contractor will be necessary to deliver the Services exchanged during the course of the Contract, and to undertake Contract and performance management.</p>

	<p>The processing of names and business contact details of stakeholders consulted during the period of the contract will be necessary to deliver the Services.</p> <p>The processing of names and contact details of research participants consulted during the period of the contract will be necessary to deliver the Services.</p> <p>The Contract itself will include the names and business contact details of staff of both the Authority and the Contractor involved in managing the Contract.</p>
Duration of the processing	<p>The processing will take place for the duration of the contract.</p>
Nature and purposes of the processing	<p>The nature of processing of the Authority and Contractor details will include the storage and use of names and business contact details of staff of both the Authority and the Contractor as necessary to deliver the Services and to undertake Contract and performance management. The Contract itself will include the names and business contact details of staff of both the Authority and the Contractor involved in managing the Contract.</p> <p>The nature of the processing of the details of stakeholders will include collection, recording, organisation, and consultation. Processing takes place for the purposes of research.</p> <p>The nature of the processing of the details of research participants will include collection, recording, organisation, and consultation. Processing takes place for the purposes of research.</p>
Type of Personal Data	<p>Names, business telephone numbers and email addresses of consulted stakeholders as necessary to deliver the Services.</p> <p>Names, demographics, telephone numbers, home address, email addresses, research responses, voice and image of research participants as necessary to deliver the Services.</p> <p>Names, business telephone numbers and email addresses, office location and position of staff of both the Authority and the Contractor as necessary to deliver the Services and to undertake Contract and</p>

	<p>performance management. The Contract itself will include the names and business contact details of staff of both the Authority and the Contractor involved in managing the Contract.</p>
<p>Categories of Data Subject</p>	<p>Stakeholders consulted during the period of the contract.</p> <p>Public consumers consulted during the period of the contract</p> <p>Staff of the Authority and the Contractor, including where those employees are named within the Contract itself or involved within contract management.</p>
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under European Union or European member state law to preserve that type of data</p>	<p>The Contractor will provide the Authority with a complete and uncorrupted anonymised version of the Personal Data in electronic form (or such other format as reasonably required by the Authority) and erase from any computers, storage devices and storage media that are to be retained by the Contractor three months after the completion of the project.</p> <p>The research recordings will be destroyed 12 months after the completion of the project. The Contractor will certify to the Authority that it has completed such deletion.</p> <p>Where Personal Data is contained within the Contract documentation, this will be retained in line with the Authority's privacy notice.</p> <p>Video footage of research participants will be provided to the Authority where consent has been gained by the participants.</p>

The nature of the service will require the Supplier to collect personal data directly from data subjects. The Supplier will use the agreed Contracting Authority privacy notice as instructed by the Contracting Authority.

**Part 2: Contract Terms**

**a**

Contract Terms 116.0