

## Attachment B: Blank Agreement, including draft Terms of References (ToRs), excluding the research proposal)

Date

Name of Organization

Address Line 1

Address Line 2

Address Line 3

Address Line 3

Dear Principal Investigator,

**Agreement between** Name of Organization (the “Supplier” or “you”) and Oxford Policy Management Limited (the “Company”, “OPM” “we” or “us”).

**PO Number:** A0014 – XXX

**Workstream:** 01-021

**Contract Name:** Economic Development and Institutions

**EDI Programme Director:** Mark Henstridge

**Our Representative:** Stacey McLaren

I am pleased to be able to offer you a consultancy engagement with the Company in accordance with the terms set out in the Agreement. The “**Agreement**” comprises:

1. This Engagement Letter;
2. Terms and Conditions;
3. Terms of Reference;
4. Special Conditions; and
5. Any other documents incorporated by reference.

Please refer to clause 1 of our Terms and Conditions for the definitions of capitalised words and phrases used in this Engagement Letter.

### APPOINTMENT

As we have discussed, we wish to engage you to provide the following services, which are more fully described in the Terms of Reference (the “**Services**”):

**Duration:** The Services will be performed during the period commencing on or after 1<sup>st</sup> July 2017 and shall be completed by *end date*.

**Reporting:** EDI Programme Director - Mark Henstridge

**Role:** Researcher – Pilot Proposal/ Full Scale Proposal – *Title of the Project*

**Terms of Reference:** See **Appendix 1**

### **Timetable for Work**

We require the Services outlined above to be completed by

<b>Milestone</b>	<b>Completion Date</b>
Milestone 1 - xxx	
Milestone 2 - xxx	
Milestone 3 - xxx	

### **FEES AND EXPENSES**

#### **Consultancy Fee**

You shall be entitled to a consultancy fee on the following basis:

<b>Milestone</b>	<b>Percentage</b>	<b>Fee</b>
Milestone 1 - xxx		
Milestone 2 - xxx		
Milestone 3 - xxx		

Fees are inclusive of VAT and deemed to include all other applicable indirect taxes, duties, fees and other impositions.

Fees are payable upon provision of signed timesheets. Please note that unless otherwise specified, travel days will not be paid.

You need to obtain all necessary visas, work permits or other authorisations or approvals necessary for you and your Personnel to provide the Services.

#### **Reimbursable expenses**

None.

#### **Payment Terms**

The consultancy fee and any expenses claimed shall be paid following receipt of appropriate invoices, receipts for all costs incurred and timesheets. All invoices must refer to the number of the applicable Purchase Order and be addressed to OPM.

Invoices shall be submitted upon completion of the milestones described above with the following documents:

1. Boarding passes.
2. Receipts for reimbursable claims.
3. Invoices must be submitted in accordance with the requirements of clause 4 of the Terms and Conditions.

Standard payment terms are as set out in clause 4 of the Terms and Conditions.

The last date for the receipt of final invoices by the Company shall be 30 calendar days after the date of the final milestone listed in Timetable for Work above.

Further provisions governing the payment of those fees are set out in our Terms and Conditions.

## **Our Policies**

In performing the Services you will at all times need to ensure that you comply with the Policies listed in the Special Conditions and such other of our Policies as we may provide to you from time to time.

## **SECURITY AND DUTY OF CARE**

You are responsible for fulfilling your duty of care to ensure the safety and security of your Personnel, (including any externals that you may sub-contract), and shall do so to at least the standard provided in our Policies (including without limitation our Duty of Care Statement, Security Procedures and ICT Policy). You must provide us with evidence that you are fulfilling this duty of care. We require evidence that a clear Duty of Care Policy and Security Procedures documentation is in place. This should include, but is not restricted to, inclusion of the following:

- Acknowledgement of DoC responsibilities;
- Knowledge, experience and resources you have to manage these responsibilities;
- Knowledge, experience and resources you have to assess risk;
- Information resources, networks and dissemination methods to track/contact personnel when in the field;
- Provision of appropriate training, guidance and advice, prior to personnel deployment in high/extreme risk areas or prior to working on high/extreme risk activities;
- Procedures for dealing with a crisis / major incident (e.g. a Crisis Management Team or equivalent) and contact methods (e.g. a 24 hour duty number or an emergency phone line)

If no evidence is provided, or if we are dissatisfied with the evidence provided, you shall be required to meet the requirements of our applicable Policies at your own cost.

Where applicable, you are required to liaise with our Security Team throughout the Term to ensure that you are fulfilling your obligations under this provision.

For your safety and that of your Personnel, you will be required to ensure that our Representative, or any other designated member of the management team on the project, has up-to-date contact information including the mobile numbers each of your Personnel will be using in-country for the duration of your trip.

Where applicable, you are required to liaise with our Security Team throughout the Term to ensure that you are fulfilling your obligations under this provision. In the case of an emergency

impacting on Personnel you have deployed for this project, you must inform our Representative as a matter of urgency.

## **ACCEPTANCE AND SIGNATURES**

We should be grateful if you would print and return one copy duly signed on behalf of *Name of Organization* to confirm that you have read, understood and accepted the terms of the Agreement. By signing and returning this Engagement Letter you will be entering into the Agreement.

If you have any questions about this Agreement or Terms and Conditions please contact our Representative. The current Representative is set out in the Special Conditions.

Yours sincerely,

For and on behalf of Oxford Policy Management Limited  
Legal and Contracting Team

Date:

We hereby confirm our acceptance of this Agreement

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Signed by:

Date:

For and on behalf of ***Name of Organization***

**Enclosed:**

Standard Terms and Conditions

Invoice template

# Appendix 1 - Terms of Reference

Annex A – Research Proposal  
Annex B – Linkages  
Annex C – Open Access to Data  
Annex D – Branding Guidelines  
Annex E – Duty of Care

## Economic Development and Institutions

The Economic Development and Institutions (EDI) research programme, aims to “produce a body of evidence and insights into what practicable actions produce institutional changes that improve economic outcomes and increase growth”. This is an innovative research programme, with OPM as the contract holder appointed by DFID to deliver the programme. It is not a “business-as-usual” grant making operation.

To deliver these ambitious programme objectives OPM leads a consortium consisting of the Paris School of Economics, the University of Namur and Aide à la Décision Economique. In addition, EDI has a team of world-leading academics who have been structured into Scientific Committees for each Research Activity (and Thematic Groups under RA4), and an overall Independent Advisory Committee.

In the first year (2015-16), the main Research Activity (RA) was the production of approximately 20 thematic ‘path-finding’ papers that lay the foundations for further research. In the upcoming four years (2016-2020), three RAs will take place simultaneously:

- RA2, “Institutional Diagnostics”, seeks to extend the ‘growth diagnostics’ tool to an analysis of institutional impediments to growth through in-depth country studies of the relationship between institutions and development;
- RA3 is designed to build a portfolio of linked randomised controlled trials (RCTs) that will test key institutional reforms designed to support sustainable economic development throughout the developing world<sup>1</sup>. EDI specifically seeks to support cutting-edge RCTs that both inform their local institutional contexts and have high-potential for external validity, conducted in partnership with government or public institutions;
- RA4 is a set of coordinated case studies aimed at investigating the complexities of interaction between institutions, and in particular the relationship between formal and informal institutions. Finally, underpinning these research activities is a policy engagement workstream, to help the programme achieve objectives of institutional reforms in developing countries.

The work under this contract will contribute to the overall programme objectives, however it will specifically sit within the RA3 workstream. This research area looks at the pressing need to improve the responsiveness and functionality of public and private institutions, which has motivated numerous governments and donors to actively support governance-promoting activities - from citizen information campaigns, to bureaucrat incentives and enhanced personnel policies. Many of these investments are producing gains for citizens in need of effective state services and economic opportunities. However, far too few of these initiatives have been linked to rigorous evaluations that allow stakeholders to identify what specifically is effective and show how a model might be replicated or improved. Moreover, few of the evaluations that do exist have been designed to generate conclusions beyond the specific contexts within which they were implemented.

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<sup>1</sup> EDI anticipates releasing additional requests for applications in Summer 2017 and Spring 2018.

## Research Proposal

A detailed Terms of Reference for this research proposal, which includes the total budget and timeline, can be found in **Annex A** and is considered part of the agreement Terms of Reference.

### *Clarifications*

After the submission of the research proposal, **Annex A**, OPM and DFID requested several clarifications that are outlined below. Should the below information contradict statements in the Terms of Reference in **Annex A**, then the statement below should supersede original submission:

\*\*\*outline clarifications\*\*\*

### *Linkages*

In addition, there is a strong emphasis on linkage across the EDI programme, which is outlined in further detail in **Annex B** and should underpin the research conducted under this contract. The Linkage strategy in the terms of reference in **Annex A**, should be used to guide these efforts.

## Open Access to Data

Researchers are reminded that the terms of their award will detail the intellectual property of all outputs, giving DFID an irrevocable worldwide license to use all material produced through research, while allowing researchers to retain all intellectual property rights over that material. All outputs from EDI research will be global public goods. All primary data collection funded by EDI will be anonymized and made publicly available on a selected data repository in accordance with DFID's Research Open and Enhanced Access Policy. All research teams will be responsible for cleaning data and preparing public use data. Data shall be publicly archived either 12 months after the end date of a research team's EDI sub award; 24 months after completion of final data collection; or upon the publication of an academic paper in a peer review journal. This is outlined in more detail in **Annex C**.

## Governance

The EDI Programme Director is Mark Henstridge. The Research Director responsible for RA3 is François Bourguignon, who is leading this research area together with Ernesto dal Bó, Fred Finan and Ted Miguel. OPM together with the [Center for Effective Global Action \(CEGA\)](#) at UC-Berkeley are leading all management, technical and reporting efforts related to EDI's RCT portfolio. The Research Teams are therefore requested to report to both Leah Bridle at [edi@berkeley.edu](mailto:edi@berkeley.edu) and Stacey McLaren at [psu.edi@opml.co.uk](mailto:psu.edi@opml.co.uk) on all matters related to methodology and technical aspects of the research, including progress and final reports. All questions related to finance and invoicing, including financial reporting and invoicing to Stacey McLaren at [psu.edi@opml.co.uk](mailto:psu.edi@opml.co.uk)

### *Trial Registration*

**Before starting field work ,full-scale proposals must register their RCT with the AEA RCT Registry (<http://www.socialscienceregistry.org>).** Registration includes 18 required fields (such as your name and a small subset of your IRB requirements), and the entire process should take less than 20 minutes if all documentation is in order. There is also the opportunity to include more information, including power calculations and an optional pre-analysis plan. EDI will reach out to grantees during the process of establishing the sub award and ask for confirmation of registration. For questions and support with the registry, please contact the EDI Secretariat at ([edi@berkeley.edu](mailto:edi@berkeley.edu))

### ***Branding guidelines***

The contract holders will ensure that all EDI program outputs and communications subscribe to standard EDI branding guidelines as developed by OPM in accordance with the requirements of their prime agreement with the Client. These are outlined in **Annex XX**

### ***Communication Outputs and Program activities***

The EDI team has a communications team dedicated to disseminating research outputs. Research teams that receive funding from EDI are required to collaborate with this team from time-to-time and provide source content and approval for EDI-generated communications outputs including; policy briefs, video interviews, blog articles, and/or presentations. Attendance at applicable EDI-related workshops, seminars and conferences is strongly encouraged and any travel costs incurred in relation to the attendance of these events will be covered by the EDI program.

### ***Standards of Ethical Conduct***

All recipients of EDI awards must make a shared commitment to the ethical conduct of all activities carried out as part of the program. This includes adherence to all the laws and regulations of the countries where EDI research is to take place. EDI encourages all selected research teams to take time to thoroughly review the legal requirements of their host countries prior to implementation of research activities. Moreover, participants in the EDI program are expected to maintain the highest levels of integrity and intellectual honesty, with specific regard for research involving human subjects. As noted above, EDI researchers must secure approval from their host institution's Institutional Review Board (IRB) for any human subjects protocol required to implement your project. Similarly, as a generator and user of data, EDI is committed to compliance with all applicable laws related to confidentiality, privacy, and ownership of this information. Recipients of EDI funds are expected to familiarize themselves with the applicable and relevant laws, policies, directives, and agreements related to the access, use, protection, and disclosure of data generated or used as part of the program. Finally, EDI prohibits its researchers from engaging in any effort to change the findings of their studies, fabricate data, misrepresent results, use the ideas or writings of others without proper citation or consent, or otherwise engage in acts of research misconduct. Please contact [psu.edi@opml.co.uk](mailto:psu.edi@opml.co.uk) should you have any questions.

## **Annex A: Research proposal**

**(will be inserted here)**

## **Budget**

**(will be inserted here)**



## Annex C: Open Access to Data

All costs for making data accessible should be borne by the research teams.

All outputs from EDI research will be global public goods.

All primary data collection funded by EDI will be anonymised and made publicly available and the research teams will be responsible for cleaning data and preparing public use data. Primary quantitative data generated by the Research Team will be archived in the public domain according to the following:

- Data shall be publicly archived when any one of the following criteria are met:
  - 24 months after completion of data collection;
  - upon publication of an academic paper in a peer-reviewed journal;
  - 12 months have passed since the end of the project.

The 24 months will be used for data cleaning (6-12 months), data coding, matching and consistency checks (6-18 months) as well as data analysis.

The team may appeal for an extension of the data release period of 24 months. Appeals are granted by the EDI Directorate on the following grounds: (1) documented delays in the editorial publication process or (2) personal circumstances related to parental, sick or compassionate leave of the key authors.

The data will be archived in a global public data repository, which the research teams may select. The data will be archived in user-friendly formats after data cleaning with essential documentation. However, the Research Team will not be expected to provide ongoing support for data users e.g. by providing a help desk for data-related queries. This agreement to publicly archive data solely relates to primary quantitative data collected using funds from EDI. In particular, it does not constitute an undertaking to archive external datasets that may be used for analytical outputs in combination with primary data generated by the project. This includes, for example, administrative data on student achievement, personnel data or administrative data on program implementation. The copyright for these external data rests with the agencies responsible for their generation and any agreements that the EDI Research Teams enters for permission to utilise them as supplementary information for research are expected to be non-transferable.

All data will be anonymised prior to public archiving to avoid the identification of individuals or institutions. The Research Team will also not be required to anonymise raw qualitative data due to the high burden of anonymization.

However,

1. fieldwork instruments, manuals and data capture forms shall be publicly archived by 24 months after completion of data collection or upon publication of an academic paper or 12 months after the end of the project.
2. details of the analysis process shall be publicly archived by 24 months after completion of data collection or upon publication of an academic paper or 12 months after the end of the projects. This includes software and approach, data structures developed (such as nodes and frequency of their mention)
3. Within the EDI Research team, the full qualitative dataset has to be shared. The Research team can put certain non-disclosure obligations on EDI partners wishing to gain access to the qualitative dataset, so as to safeguard protection and anonymity of respondents.

## Annex D: Branding Guidelines

The Economic Development and Institutions programme is funded by the UK Government and as such, all outputs associated with the programme will comply with latest UK Aid branding guidance.

We have provided a signed commitment to DFID to uphold UK Aid branding guidelines, and OPM specifically is responsible for monitoring compliance.

The guidelines are as follows:

- **Display the UK Aid logo** on all products that are produced by EDI and shared beyond the EDI Programme Directorate
  - Should there be a circumstance in which it is difficult to do this, it should be discussed with OPM- and if necessary, OPM will seek approval from DFID.
- **Acknowledge in words the UK Government as the source of the funding** when EDI is mentioned in public-facing written or verbal form, including at events, on social media, in interviews, etc. The following statement is recommended by the guidelines and will be adopted as a default: ‘this project was funded with UK aid from the UK government’.
  - Should there be a circumstance in which it is difficult to do this, this should be discussed with OPM- and if necessary, OPM will seek approval from DFID.

While this following element is not formally part of the UK Aid guidance, the EDI Communications Lead has advised that it is important for the programme branding identity:

- **Use the EDI logo** on products that are shared beyond the EDI Programme Directorate
- **Use all the Programme Directorate logos**, on products that are shared beyond the EDI Programme Directorate. There should not be a case in which only one of those logos is used, as this is not an accurate reflection of the programme structure.
- Acknowledge the institutions in the Programme Directorate as follows:
  - Oxford Policy Management
  - University of Namur
  - Paris School of Economics
  - Aide a la decision economique
- Acknowledge that outputs related to RA3 are carried out together with CEGA:
  - The Center for Effective Global Action at the University of California, Berkeley
- It is recommended to use the branded **Word and Powerpoint templates** shared by OPM

Any questions on EDI branding contact Yasmina Yusuf, [yasmina.yusuf@opml.co.uk](mailto:yasmina.yusuf@opml.co.uk)

# **Annex E: Duty of Care**

## **Duty of Care to Suppliers Policy Information Note**

DFID has implemented a new Duty of Care to Suppliers Policy with effect from 19 July 2012. The policy clarifies the DFID position on Duty of Care to Suppliers, how it will be applied in practise and who is responsible for Duty of Care (DoC) when DFID contracts with a Supplier for the provision of Goods and Services (of any type or value). Under this new Policy, DoC must be considered at the beginning of any procurement process and managed throughout the life of the contract. This policy does not apply to DFID Accountable Grant arrangements.

### **What is “Duty of care”?**

“Duty of Care” is a legal obligation requiring an adherence to a standard of reasonable care to prevent foreseeable harm. The duty stems from the relationship of the participants in a given situation being sufficiently close that it is reasonable for the law to infer that a duty is owed. Where it exists, such as between an employer/employee, it requires due care to be taken (which will always depend on the circumstances). The focus should be on what needs to be done or prevented to provide adequate care. In general terms, a Duty of Care will arise towards someone whom you should be aware of as being potentially at risk from some act or inaction on your part.

### **Who is responsible for duty of care?**

All Supplier Personnel (including their employees, sub-contractors or agents) engaged under a DFID contract will come under the Duty of Care of the lead Supplier. The Supplier is responsible for the safety and well-being of their Personnel and any Third Parties affected by their activities, including appropriate security arrangements. This approach is not new, but our DoC policy, competitive processes and contract documents make our position clearer for both DFID staff and suppliers.

Suppliers must comply with the general responsibilities and duties under relevant health and safety law including appropriate risk assessments, adequate information, instruction, training and supervision, and appropriate emergency procedures. These responsibilities must be applied in the context of the specific requirements the Supplier has been contracted to deliver.

### **What will DFID provide in relation to duty of care?**

DFID will carry out a risk assessment (of foreseeable risks) for all new procurements and a risk rating of Low, Medium or High will be applied (See Annex A for an example). The Terms of Reference will provide any further DoC information DFID considers appropriate. In exceptional circumstances DFID may offer to provide specific DoC arrangements and if applicable, these will also be specified in the Terms of Reference. The provision of DoC information or special arrangements by DFID does not relieve the Supplier of their DoC responsibilities under any contract awarded.

### **How will this impact on the suppliers’ selection process?**

For Procurements rated as Low risk there is no change to the supplier selection process and DFID standard processes continue to apply.

Procurements rated as Medium or High risk will require suppliers to provide evidence that they have the capability to take on and effectively manage their Duty of Care Responsibilities throughout the life of the contract. As part of the procurement process suppliers will be asked to respond to a set of standard DoC questions (See Annex B for a copy of the standard questions) and to provide supporting evidence in the form of text (the number of pages required may vary and will be specified in the procurement pack). The assessment of DoC will be on the basis of suppliers demonstrating in their response that they have the Knowledge, Experience and Resources to adequately deal with their responsibilities in the context of the specific procurement. The DoC assessment will be on a Pass / Fail basis:

- For High Value procurements that are being competed under the EU Restricted Route, the assessment will be carried out at the Pre-Qualification Questionnaire (PQQ) stage. The standard DoC questions will be included in our PQQ Template. This assessment is completed separate from (and prior to) the Technical Evaluation / Scoring of the PQQ. If a supplier fails the DoC assessment, their PQQ Response will be excluded from the Technical Evaluation and they will not be shortlisted for ITT. DFID may revisit their earlier DoC (PQQ) “Pass” decision if at the ITT stage the more detailed risk management information provided in the Supplier’s Tender raises significant concerns in relation to their DoC capability.
- For Low Value procurements (under the EU threshold of £113K), the standard DoC questions and request for evidence will be included in the Terms of Reference provided in the Invitation to Tender (ITT) pack. The Supplier DoC response will be provided as part of their Technical Tender. The assessment of Supplier DoC capability is completed separate from (and prior to) the Technical Evaluation / Scoring of the Tender. If a supplier fails the DoC assessment, their Tender will be excluded from the Technical Evaluation/Scoring.
- DFID will not award a contract to a Supplier who cannot demonstrate that they are willing to accept and have the capability to manage their DoC responsibilities in relation to the specific procurement.

### **How will this impact on the contractual arrangement?**

Our standard contract for suppliers will include the following clause in relation to DoC:

*“The Supplier is responsible for all acts and omissions of the Supplier’s Personnel and for the health, safety and security of such persons and their property. The provision of information by DFID shall not in any respect relieve the Supplier from responsibility for its obligations under this Contract. Positive evaluation of proposals and award of this Contract (or any future Contract Amendments) is not an endorsement by DFID of the Supplier’s security arrangements”.*

We will also be in touch with Framework Suppliers to agree the inclusion of this clause in section 2 of the Framework Agreements. In line with this policy, Framework Suppliers will be assessed for DoC capability as part of any mini-competition under the Frameworks. A Call-down contract will not be awarded to a Framework Supplier who cannot demonstrate that they are willing to accept and have the capability to manage their DoC responsibilities in relation to the specific procurement.

### **How will DoC be managed post contract award?**

The Supplier is responsible for managing all aspects of DoC for the duration of the contract (in line with the contract Terms and Conditions). When, in exceptional circumstances DFID is providing specific DoC arrangements these will be detailed in the Terms of Reference and agreed in the contract.

The Terms of Reference will provide an outline of any on-going briefing arrangements that DFID are willing to provide. This will vary in relation to the procurement. The level of appropriate briefing provided by DFID will be decided at the sole discretion of DFID.

DFID will maintain an overview of on-going supplier contracts and may decide that changes are required to contractual arrangements to alleviate concerns on Supplier capability to manage DoC responsibility throughout the life of the contract in a changing risk environment. This could in some instances result in termination of a contract.

**SUMMARY RISK ASSESSMENT MATRIX -  
EXAMPLE**

COMMERCIAL IN  
CONFIDENCE (when  
completed)

**DFID Overall Project/Intervention  
Summary Risk Assessment Matrix**

**Project/intervention title**

**Location:**

**Date of assessment:**

**Assessing official:**

Theme	DFID Risk score	
	Parts of Country X	Other Parts of Country X
<b>OVERALL RATING<sup>1</sup></b>		
FCO travel advice		
Host nation travel advice		
Transportation		
Security		
Civil unrest		
Violence/crime		
Terrorism		
War		
Hurricane		
Earthquake		
Flood		
Medical Services		
<b>Nature of Project/ Intervention</b>		

1 Very Low risk	2 Low risk	3 Med risk	4 High risk	5 Very High risk
<b>Low</b>		<b>Medium</b>	<b>High Risk</b>	

<sup>1</sup> The Overall Risk rating is calculated using the MODE function which determines the most frequently occurring value.

### **Standard Duty of Care Questions**

- a) Have you completed an initial assessment of potential risks that demonstrates your knowledge and understanding, and are you satisfied that you understand the risk management implications (not solely relying on information provided by DFID)?
- b) Have you prepared an outline plan that you consider appropriate to manage these risks at this stage (or will you do so if you are awarded the contract) and are you confident/comfortable that you can implement this effectively?
- c) Have you ensured or will you ensure that your staff are appropriately trained (including specialist training where required) before they are deployed and will you ensure that on-going training is provided where necessary?
- d) Have you an appropriate mechanism in place to monitor risk on a live / on-going basis (or will you put one in place if you are awarded the contract)?
- e) Have you ensured or will you ensure that your staff are provided with and have access to suitable equipment and will you ensure that this is reviewed and provided on an on-going basis?
- f) Have you appropriate systems in place to manage an emergency / incident if one arises?

## Appendix 2 – Special Conditions

Our representative:	Stacey McLaren
Company's address for notice:	Oxford Policy Management Limited Level 3, Clarendon House, 52 Cornmarket St, Oxford, OX1 3HJ
Your address for notice:	
Term of agreement	
Location of work	
Policies:	Code of Conduct Policy Security Policy Duty of Care Policy IT Policy Anti-bribery Policy Social Media Guidelines
OPM Security Team Contact	Stacey McLaren <a href="mailto:stacey.mclaren@opml.oc.uk">stacey.mclaren@opml.oc.uk</a>
Professional Indemnity and Public Liability Cover	Your responsibility (subject to clause 6)
Personal accident, travel and medical insurance	Your responsibility (subject to clause 6)

The Company reserves the right to delay payment of an invoice in circumstances where the Company is awaiting receipt of payment from its Client. In the event of such a delay, you shall be notified of the reason for and expected duration of the delay.

Invoices must be submitted in the currency as specified in the Agreement.

### Rights of the Client

The Client shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to have the benefit of and enforce any provisions of this Agreement relating to security, secrecy, confidentiality, freedom of information, data protection, intellectual property and audit rights.

# TERMS AND CONDITIONS

## 1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following words and phrases shall have the following meanings:

- a) **“Agreement”** – comprises (i) the Engagement Letter, (ii) these Terms and Conditions, (iii) the Terms of Reference, (iv) the Special Conditions, (v) our Policies and (vi) any other documents incorporated by reference.
- b) **“Claim”** – any claim, demand, action, cause of action, proceeding or complaint of any nature or kind.
- c) **“Client”** – our client in relation to whom you are providing the Services as our subcontractor.
- d) **“Company”, “We”, “Us”, “Our”** – Oxford Policy Management Limited, Level 3, Clarendon House, 52 Cornmarket St, Oxford, OX1 3HJ, United Kingdom.
- e) **“Confidential Information”** – any and all information that has been designated by the Company or the Client as confidential (whether or not it is marked “confidential”) or which ought reasonably to be considered confidential to the Company or the Client.
- f) **“EIR”** – the Environmental Information Regulations 2014.
- g) **“FOIA”** - the Freedom of Information Act 2000.
- h) **“Good Industry Practice”** - practice in an efficient, effective, reliable and professional manner and with the standard of skill, care, knowledge and foresight which would reasonably and ordinarily be expected from an experienced person engaged in providing services which are the same as, or similar to, the Services.
- i) **“Information”** - the meaning given in FOIA or the meaning given to “environmental information” in the EIR (as the context requires).
- j) **“Intellectual Property Rights”** – all patents, rights to inventions copyright and related rights, trade marks, domain names, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- k) **“Key Personnel”** - the Supplier’s Personnel so designated in the Special Conditions.
- l) **“Location”** – the location(s) specified (i) in the Special Conditions; or (ii) by us from time to time; from or at which the Services are to be provided.
- m) **“Losses”** - all losses, liabilities, damages, costs, claims and expenses howsoever arising including reasonable legal fees on a solicitor and own client basis and other professional advisors’ fees, and disbursements and costs of investigation, litigation, settlement, judgment, interest, penalties and remedial actions.
- n) **“Policies”** – the Company’s or the Client’s policies listed in the Special Conditions or otherwise provided to the Supplier from time to time.
- o) **“Services”** – the services described in the Terms of Reference.
- p) **“Supplier”, “You”, “Your”** – has the meaning given in the Engagement Letter.



q) **“Personnel”** – the Key Personnel and any other of the Supplier's employees, agents and sub-contractors involved in the performance of the Services.

r) **“Term”** – the Term of this Agreement as set out in the Special Conditions.

s) **“Works”** - any and all works and materials in any form or media developed, written or prepared by the Supplier or its Personnel in performing the Services (whether individually, collectively or jointly with the Company) including any and all written material and copy, film, photographs, designs, plans, reports, studies, data, diagrams, charts, specifications, and all drafts and working papers.

1.2 In this Agreement, unless otherwise specified or the context otherwise requires:

- a) words importing the singular include the plural and vice versa;
- b) the terms “include”, “including”, “in particular” or similar expression will be construed as illustrative and will not limit the sense of the words preceding that term; and
- c) references to statutes include references to that statute and all subordinate legislation and codes of practice under that statute, in each case as amended, extended or applied from time to time.

1.3 The documents comprised in this Agreement shall have the following order of priority (in descending order) in the event of any conflict between their respective terms: (i) the Engagement Letter, (ii) the Special Conditions, (iii) the Terms and Conditions, (iv) the Terms of Reference, (v) our Policies, then (vi) any other document incorporated into this Agreement by reference.

## **2 SCOPE OF SERVICES AND ROLE OF PERSONNEL**

2.1 You will perform the Services in accordance with this Agreement, Good Industry Practice and all applicable laws and within agreed timescales. Time is of the essence in providing the Services.

2.2 You will allocate suitable and sufficient Personnel with appropriate levels of experience and seniority to provide the Services in accordance with this Agreement. Such Personnel shall be vetted by you prior to their allocation to the Services (including in relation to health, criminal records, vaccination records and expertise) in accordance with Good Industry Practice.

2.3 Your appointment to provide the Services in accordance with this Agreement is conditional upon:

- a) your Personnel having satisfied all criminal security and/or health checks which we may request (including the vetting of Personnel by you required at clause 2.2); and
- b) your personnel having obtained all necessary visas, work permits or other authorisations or approvals necessary for you and your Personnel to provide the Services.

2.4 The Services shall be provided by the Key Personnel, who may not be changed without our prior written consent.

2.5 If any Key Personnel are likely to be unable to provide the Services due to illness or to leave your employment or engagement for whatever reason, you must notify us and propose a successor at as early a stage as possible.

2.6 We may require you to replace Key Personnel if we reasonably consider that such Key Personnel are unsuitable or unable to perform the Services. In such a case you shall provide a replacement and will advise the Company as soon as reasonably practicable and subject to our approval, stating the reason and expected duration of recovery needed. For the avoidance of

doubt, no fee shall be payable in respect of any period during which the Services are not provided.

2.7 Unless otherwise provided in the Engagement Letter, you are responsible for the health, safety and security of yourself and your Personnel and their property at all times including the arrangement of medical prophylaxis to protect against illness in relation to the Location.

2.8 Subject to clause 2.6, you may not assign, sub-contract or otherwise transfer any of your rights or obligations pursuant to this Agreement without our prior written consent. You will ensure that your sub-contractors and Personnel comply with all applicable provisions of this Agreement and shall in all circumstances be responsible for any acts, or failures to act, of your sub-contractors and Personnel as if they were your own acts or failures to act.

2.9 Nothing in this Agreement will be construed as constituting or evidencing any partnership, contract of employment or joint venture of any kind between the parties or as authorising you to act as agent for us. You will have no authority to make representations for, act in the name or on behalf of or otherwise to bind us in any way unless with our prior written authorisation which must be express and specific.

2.10 Unless otherwise specified in the Special Conditions, you will be responsible for providing your Personnel with all the necessary equipment and resources for the performance of the Services. Any equipment or property we provide or the Client provides to you will be at your risk from delivery, must be used solely for the Services and must be returned in the condition in which it was provided to you

2.11 You shall be fully responsible for and shall indemnify the Company for and in respect of:

- a) any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by any Personnel where such recovery is not prohibited by law; and
- b) any Loss arising from any employment-related Claim or any Claim based on worker status brought by any Personnel against the Company arising out of or in connection with the provision of the Services.

2.12 Nothing in this Agreement shall prevent you or your Personnel from being engaged, concerned or having any financial interest in any other business during the Term provided that:

- a) such activity does not create a conflict of interest with the interests of the Company or compromise your ability to provide the Services independently; and
- b) you give priority to the provision of the Services over any other business activities undertaken during the Term.

2.13 All deliverables must be in English unless otherwise agreed by us.

### **3 WARRANTIES AND INDEMNITY**

3.1 You warrant that during the Term you will:

- a) inform us immediately in writing of any condition or matter that may affect your ability to provide the Services;

- b) not accept or undertake any additional work for the Client relating to or arising from this Agreement other than through the Company and to immediately disclose to the Company any offers of work made to you by the Client; and
- c) obtain all necessary consents, approval and authorisations for the performance of the Services.

3.2 You warrant that all information given to us about you and your Personnel, and any pre-contractual representations, were and shall during the Term remain complete and accurate, and that you will notify us immediately if as a result of any change of circumstances such information or representations cease to be complete or accurate.

3.3 You will indemnify the Company and keep the Company fully and effectively indemnified against all Losses suffered by the Company as a result of any Claim arising from any breach, negligence, default or other act or omission of the Supplier or its Personnel under or in relation to this Agreement.

3.4 You warrant that you and your Personnel will:

- a) comply with all applicable laws relating to anti-bribery and anti-corruption including the Bribery Act 2010 and will not engage in any activity which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity had been carried out in the UK;
- b) comply with our Anti-Bribery Policy; and
- c) promptly report to us any request or demand for any undue financial or other advantage of any kind received by you or your Personnel in connection with the performance of your obligations under this Agreement.

## **4 FEES AND PAYMENT**

4.1 The fees payable by us to you for the provision of the Services, and the terms of payment, are set out in the Agreement, these Terms and Conditions and the Special Conditions. In addition to your fees, we will reimburse to you any properly incurred expenses which are set out in the Agreement.

4.2 We will pay fees and expenses against your invoice, which must be raised at the intervals set out in the Agreement, provided that the Services to which they relate have been properly performed and approved by us (acting reasonably). All invoices must include details of any expenses being claimed for the period of the invoice, accompanied by receipts or other documentary evidence, and must include timesheets detailing the time spent by your Personnel in the provision of the Services for that invoice period. Timesheets and expense claim forms shall be in such format as we specify. Invoices must be submitted by such means as we may specify. All invoices submitted must display the number of the Purchase Order to which they relate.

4.3 You must submit originals of any receipts and supporting documents (as specified in the Agreement) and hard copies of any time sheets and/or expense claim forms to us at the time of submission of your invoice. Timescales noted on timesheets should be in days. If supporting documents are in any language other than English we may require you to provide a certified English translation at your own cost.

4.4 We shall only accept and pay invoices submitted in accordance with requirements of this Agreement and which have been submitted within two months of the performance of the Services to which they relate. If accepted, and unless otherwise specified, invoices shall be paid within forty-two (42) days of acceptance in accordance with the requirements of this Agreement.

4.5 Invoices shall be submitted and paid in the currency specified in the Special Conditions.

4.6 We may without limiting our other rights and remedies deduct from the fees (and any other sums) due to you any liability you may have to us at any time (whether present or future, liquidated or unliquidated). If the liability to be set off is expressed in a currency other than that in which invoices are submitted, we may convert it at a market rate of exchange for the purpose of set-off.

4.7 We reserve the right to withhold tax at the appropriate rate from the Supplier where obligated to do so by the laws of any country in which the Services are delivered.

## **5 ACCESS AND AUDIT**

5.1 You will keep accurate and systematic records that identify how Services have been performed by you and invoices have been calculated during the Term and for six (6) years following termination of the Agreement. You will at our reasonable request provide us or our representatives unrestricted access to all such records for inspection or copying and co-operate in our investigations of such records including by answering our reasonable enquiries.

5.2 If we find that any overpayment has been made to you, you will reimburse such amount to us within fourteen (14) days of our written demand.

## **6 INSURANCE**

6.1 Without limiting your obligations under this Agreement, the Supplier shall effect and maintain with reputable insurers such policy or the following policies of insurance as may be necessary in relation to the Supplier's obligations and under this Agreement during the Term and for six (6) years following its termination, including:

- a) professional indemnity insurance with a limit of not less than £5 million (or an equivalent limit in local currency);
- b) public liability insurance with a limit of not less than £2 million (or an equivalent limit in local currency); and
- c) insurance coverage for the health, safety and security of Personnel, including personal accident, travel and medical insurance cover.

6.2 Upon the Company's reasonable request, the Supplier shall provide the Company with all such documentation as is necessary to prove the Supplier's continuing compliance with its obligations to insure under this clause.

## **7 LIMITATION OF LIABILITY**

7.1 Nothing in this Agreement shall limit or exclude either party's liability for:

- a) any matter in respect of which liability cannot be excluded or limited under applicable law; or
- b) any matter in relation to which it has any indemnity obligation to the other; or
- c) any breach of its obligations under clauses 9, 10 or 11.

7.2 Subject to clause 7.1, the total liability of either party to the other in contract, tort (including negligence and breach of statutory duty), misrepresentation, restitution or otherwise arising under or in connection with this Agreement shall not exceed whichever is the higher of:

- a) two hundred per cent (200%) of the aggregate Fees paid or due to be payable (assuming due performance by the Supplier of its obligations under this Agreement, and whether or not any invoice has been raised in respect of such Fees) by the Company to the Supplier under this Agreement; or
- b) five hundred thousand UK pounds sterling (£500,000).

## 8 INTELLECTUAL PROPERTY

8.1 Subject to clause 8.2, the Company shall own the Works and all Intellectual Property Rights in the Works, which you hereby assign and agree to assign to the Company with full title guarantee.

8.2 If any pre-existing Intellectual Property Rights which you own or which are licensed to you by a third party (“**Background IP**”) are embodied in the Works, you hereby grant to us a non-exclusive, irrevocable, royalty free licence to use such Background IP, which shall be capable of sub-licence to the Client.

8.3 You will indemnify the Company and keep the Company fully and effectively indemnified against all Losses suffered by the Company as a result of any Claim that the Works infringe any Intellectual Property Rights of a third party, except to the extent that the Claim relates to pre-existing material originating from the Company.

8.4 You shall ensure that all of your Personnel hereby waive irrevocably any moral rights in the Works (including any right to be identified as the author of them or any right to object to derogatory treatment of them) in writing, and provide us with copies of such waivers upon request).

## 9 CONFIDENTIALITY

9.1 Subject to clauses 9.2 and 9.3 the Supplier agrees:

- a) to keep the Confidential Information in strict confidence and to take all reasonable precautions to prevent the unauthorised disclosure of it to any third party;
- b) not to disclose any of the Confidential Information to any third party without the prior written consent of the Company;
- c) not to use any of the Confidential Information for any purpose other than as necessary to fulfil its obligations under this Agreement without the prior written consent of the Company; and
- d) to inform the Company immediately if it becomes aware of the possession, use or knowledge of any of the Confidential Information by an unauthorised person.

9.2 The Supplier may disclose the Confidential Information to such of its Personnel who reasonably require access to it for the purpose of fulfilling the Supplier’s obligations under this Agreement provided that before any of the Confidential Information is disclosed to them, they are made aware of its confidential nature and that they are under a legally-binding obligation to treat that Confidential Information in the strictest confidence in accordance with the terms of this Agreement. The Supplier will be liable to the Company for any disclosure or misuse of the Confidential Information by its Personnel.

9.3 The Supplier will not be in breach of its obligations under clause 9.1 to the extent that it is required to disclose any Confidential Information under any law or by or to a court or other public, regulatory or financial authority that has jurisdiction over it, provided that unless prohibited by law

from doing so the Supplier gives the Company written notice prior to disclosing any of the Confidential Information.

9.4 On termination of this Agreement, the Supplier will return to the Company all of the Confidential Information which is in its possession or under its control (including all copies).

9.5 You may not publish any statement or release which refers to your relationship with us, to this Agreement or to its subject matter without our prior written approval.

## **10 FREEDOM OF INFORMATION**

10.1 The Client may be subject to FOIA or the EIR. If so you will:

- a) transfer to us as soon as practicable, and not respond to unless authorised by us, all requests or apparent requests for Information that you receive under the FOIA or the EIR;
- b) provide us or the Client with a copy of all Information in your possession or control in the form that we or the Client require within five working days of our request; and
- c) provide all necessary assistance as reasonably requested by us to enable us or the Client to respond to any request for Information within the time for compliance set out in the FOIA or EIR as applicable.

## **11 DATA PROTECTION**

11.1 You shall procure that all Personnel consent to:

- a) the Company holding and processing personal data ("processing" and "personal data" each having the meaning given in the Data Protection Act 1998 ("DPA")) relating to such Personnel for legal, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the DPA) relating to such Personnel;
- b) the Company making such personal data available to third parties such as advisers, regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of the Company or any part of its business; and
- c) the transfer of such personal data to the Company's business contacts outside the European Economic Area in order to further its business interests.

11.2 In processing any personal data in the course of providing the Services, you shall:

- a) comply with all relevant provisions of the DPA;
- b) process the personal data only in accordance with written instructions from us and only to the extent necessary to provide the Services; and
- c) implement and maintain appropriate technical and organisational measures (including training where appropriate) to safeguard against any unauthorised access, loss, destruction, theft, use or disclosure of the personal data (which shall in any event be no less stringent than those measures applied to personal data in relation to which you are "data controller" under the DPA).

## **12 SUSPENSION OF SERVICES**

12.1 We may suspend the performance of the Services by written notice without limiting our other rights and remedies and without liability to you if:

- a) our own obligation to provide services to our Client is suspended in whole or in part;
- b) there occurs any event or circumstance which would entitle us to terminate this Agreement under clause 13.1; or
- c) there occurs any event or circumstance beyond the reasonable control of either party that delays or frustrates the performance of the Services.

12.2 If we suspend the Services you will:

- a) take such steps as are necessary (at all times upon our reasonable directions) to suspend the provision of the Services, in a cost-effective, timely and orderly way; and
- b) provide to us within fourteen (14) days an account in writing and an invoice, stating: i) any fees and expenses, if any, due in relation to Services performed before the date of suspension; and ii) any unavoidable or irrevocable expenses necessarily incurred after the date of suspension. Unless the Services were suspended under clause 12.1 b) and subject to the Client's approval, we will pay such fees and expenses to you within forty-two (42) days after your invoice. No other fees or expenses shall be payable to you in relation to any period of suspension.

12.3 We may reinstate the Services by written notice. If the Services are reinstated, you will immediately resume the Services, although any originally agreed timeframes shall be extended by the period of the suspension or such other period as the parties may (acting reasonably) agree.

## **13 TERMINATION**

13.1 Notwithstanding any other provision of this Agreement, and without limiting our other rights and remedies, we may immediately terminate this Agreement by written notice if:

- a) you are in breach of any of clauses 2.4, 2.7, 3.1, 3.2, 6, 9, 10, 11 or in material breach of any of our Policies;
- b) you are in material breach of any of your other obligations under this Agreement and fail to remedy such breach (if capable of remedy) within fourteen (14) days of having received written notice of the breach;
- c) the contract between us and our Client is terminated or amended such that the Services are no longer required in whole or in part, or the Client requests that we cease to engage you for any reason;
- d) you enter into administration (whether out of court or otherwise), receivership, liquidation, a formal arrangement with your creditors or any analogous proceedings or procedure, or are otherwise insolvent or cease or threaten to cease to trade; or
- e) in our reasonable opinion you or your Personnel have committed (or omitted to prevent) any fraudulent or unlawful act or any act which endangers any person, or any act which may bring us into disrepute, prejudice our reputation or business or place us in breach of our obligations to the Client; or
- f) you become bankrupt.

13.2 Notwithstanding any other provision of this Agreement, and without limiting our other rights and remedies, we may terminate this Agreement at any time by no less than thirty (30) days' written notice.

13.3 If this Agreement is terminated for whatever reason you will:

- a) provide such co-operation and information as we may reasonably request in connection with the termination and any consequences, including co-operating in a smooth handover of any ongoing work and providing any work in progress to the Company;
- b) return immediately all items of the Company's property which you or your Personnel possess;
- c) delete (or procure the deletion) any documents or information belonging to the Company from your systems and those of your Personnel without retaining copies in any format; and
- d) unless this Agreement is terminated by us under Clause 13.1, be entitled to payment for Services properly performed to our reasonable satisfaction prior to the date of termination;
- e) not for a period of 12 months following termination entice away or attempt to entice away from the Company (through an offer to employ or engage or otherwise) any current employee or contractor of the Company with whom you have had material contact or dealings in the course of the Services.

13.4 Termination of this Agreement shall not limit any of the parties' rights and remedies which have accrued as at termination.

13.5 Notwithstanding the termination of this Agreement for any reason, it shall continue in force to the extent necessary to give effect to those of its provisions which expressly or by implication have effect after termination and in particular (but without limitation) clauses 1, 2.10, 3.3, 5 through 9 (inclusive), 13.3 through 13.5 (inclusive), 14, 15 and 16 shall survive termination of this Agreement.

## **14 NOTICES**

Any notice under this Agreement must be in writing using one of the methods set out in this clause and signed by or on behalf of the party giving it. Any notice shall be duly served (i) on delivery if delivered by hand, (ii) 48 hours after sending if sent by domestic first class post recorded delivery, (iii) five days after sending if sent by international courier, or (iv) on sending if sent by fax or email (provided that a copy is also sent by domestic post or international courier), provided that in each case the notice is sent to the address of the party as stated in this Agreement or such other address as the party may from time to time have notified for the purpose of this clause.

## **15 GENERAL**

15.1 Except as expressly provided, no terms and conditions, standard or otherwise contained on any invoice or other document of the Supplier shall apply to the subject matter of this Agreement unless incorporated as a variation agreed in writing between the parties under clause 15.2.

15.2 No variation of this Agreement will be valid unless recorded in writing and signed by or on behalf of each of the parties to this Agreement.

15.3 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions (or part provisions) will remain unaffected and in force.

15.4 No delay by the Company in enforcing its rights will limit or restrict such rights and no waiver by the Company of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

15.5 This Agreement contains the whole agreement between the parties in respect of its subject matter and supersedes any prior written or oral agreement between them, and the parties confirm



that they have not entered into this Agreement on the basis of any representations that are not expressly incorporated in this Agreement. Nothing in this clause limits or excludes any liability for fraud.

15.6 Nothing in this Agreement shall be deemed to grant any rights or benefits to any person other than the parties, or entitle any third party to enforce any term or condition of this Agreement, provided that the Client may directly enforce this Agreement or certain provisions of this Agreement under the Contracts (Rights of Third Parties) Act 1999 to the extent described in the Special Conditions.

## **16 GOVERNING LAW AND JURISDICTION**

16.1 This Agreement will be governed by and interpreted in accordance with the laws of England and Wales. Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement.