

GENERAL CONDITIONS of CONTRACT (Version# RES0318.3)

1.	DEFINITIONS AND INTERPRETATION	2
2.	WARRANTY	3
3.	THE ORGANISATION'S OBLIGATIONS	4
4.	PERSONNEL	4
5.	KEY PERSONNEL	5
6.	SUB-CONTRACTORS	5
7.	INTELLECTUAL PROPERTY	5
8.	LEGAL COMPLIANCE	5
9.	PROTECTION OF PERSONAL DATA	5
10.	DUTY OF CARE	6
11.	FEES	7
12.	EXPENSES	7
13.	EQUIPMENT	7
14.	PAYMENT	7
15.	ACCESS AND AUDIT	8
16.	INSURANCE	8
17.	INDEMNITY	9
18.	LIMITATION OF LIABILITY	9
19.	CONFIDENTIALITY	9
20.	SUSPENSION OF SERVICES	10
21.	TERMINATION	10
22.	CONSEQUENCES OF TERMINATION	11
23.	INADEQUACY OF DAMAGES	11
24.	CONFLICT OF INTEREST	11
25.	NOTICES	12
26.	ORDER OF PRECEDENCE	12
27.	NO PARTNERSHIP OR AGENCY	12
28.	GENERAL	12
29.	FORCE MAJEURE	12
30.	DISPUTE RESOLUTION PROCEDURE	12
31.	GOVERNING LAW AND JURISDICTION	12

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms, the following words and phrases shall have the following meanings:

Applicable Laws: Any law that may impact on the Parties or the provision of the Research whether English law or another jurisdiction.

Background IP: Any pre-existing Intellectual Property Rights which a Party owns or which is licensed to a Party by a third party.

Business Day: A day other than a Saturday, Sunday or public holiday in England.

Claim: Any claim, demand, action, cause of action, proceeding or complaint of any nature or kind.

Client: Means the client(s) to whom OPM is providing services.

Client Terms: Means the Client terms that are detailed in the Special Conditions.

Commencement Date: Means the date on which an Engagement Contract commences pursuant to Clause 1 Appointment of the Engagement Contract.

Confidential Information: Means:

- i. Any and all information that has been designated by a Party or the Client as confidential (whether or not it is marked "confidential")
- ii. confidential information concerning the business, affairs, customers, clients or the sub-contractors of a Party or of any member of the group of companies to which the other Party belongs
- iii. any other information which ought reasonably to be considered confidential to the Parties.

Data Controller: Has the meaning set out in Data Protection Legislation.

Data Protection Legislation: Unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

Data Subject: An individual who is the subject of Personal Data.

Deliverables: Any outputs of the Research to be provided by the Organisation to OPM as specified in an Engagement Contract and any other documents, products and materials provided by the Organisation to OPM in relation to the Research (excluding the Organisation's equipment).

Duty of Care: Means that a Party is responsible for the health, safety and security of the personnel and their property.

Engagement Contract: Means a contract between the Organisation and OPM, which comprises:

- i. an engagement contract,
- ii. these Terms,
- iii. the Terms of Reference,
- iv. any Special Conditions, and
- v. any other documents incorporated by reference.

Fees: The sums payable for the Research as set out in the relevant Engagement Contract.

Force Majeure Event: any event outside the reasonable control of either Party affecting its performance of its obligations under an Engagement Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not

attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, government or regulatory bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Organisation or its Personnel, servants, agents or sub-contractors, or any person acting on their behalf or any other failure in the Organisation's supply chain.

Intellectual Property Rights: All patents, rights to inventions copyright and related rights, trade marks, domain names, moral rights, 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.

Key Personnel: The Organisation's Personnel identified as key personnel in the Terms of Reference or any replacement individuals appointed by the Organisation in accordance with the Engagement Contract.

Law: Any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body.

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.

Milestones: A date by which a part or all of the Research is to be completed, as set out in an Engagement Contract.

OPM: Oxford Policy Management Limited, Level 3, Clarendon House, 52 Cornmarket St, Oxford, OX1 3HJ, United Kingdom.

OPM Material: Any material supplied by OPM to the Organisation in connection with the Research.

Organisation: The organisation named in the Engagement Contract.

Party/Parties: OPM and the Organisation

Personal Data: Has the meaning set out in the Data Protection Legislation and relates only to personal data.

Processing and Process: Have the meaning set out in section 1(1) of the Data Protection Act 1998, or other Data Protection Legislation.

Personnel: The Key Personnel and any other of the Organisation's employees, agents and sub-contractors involved in carrying out the Research.

Policies: OPM's or the Client's policies laid out in the Engagement Contract or such other of OPM policies as OPM may provide to the Organisation from time to time when carrying out the Research.

Project Personal Data: Personal Data that is generated by the carrying out of Research by the Organisation under an Engagement Contract.

Research: The research which is provided by the Organisation under an Engagement Contract and is described in the Terms of Reference, including research which is incidental or ancillary to the Research.

Special Conditions: The special conditions specified in Schedule 2 of an Engagement Contract which replace, amend or are in addition to the Terms.

Tax: Refers to any duty, tax or other government charge imposed on a Party whether by way of direct assessment, withholding or otherwise.

Terms: Means these Terms and Conditions.

Terms of Reference (TOR): Means an Engagement Contract schedule that describes:

- i. the services to be provided by the Organisation;
- ii. the timetable for their performance;
- iii. the Fees payable; and,
- iv. any other related matters.

Third Party IP: Means Intellectual Property that is not owned by a Party to the Engagement Contract.

Works: Any and all works and materials in any form or media developed, written or prepared by the Organisation or its Personnel in performing the Research (whether individually, collectively or jointly with OPM) 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 these Terms, unless otherwise specified or the context otherwise requires:

- 1.2.1 words importing the singular include the plural and vice versa;
 - 1.2.2 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;
 - 1.2.3 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
 - 1.2.4 a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;
 - 1.2.5 a reference to a gender shall include a reference to any gender;
 - 1.2.6 a reference to writing or written includes email but excludes other forms of instant messaging or texting;
 - 1.2.7 Any obligation on a party not to do something includes an obligation not to allow that thing to be done; and,
 - 1.2.8 A reference to these Terms or to any Engagement Contract or document referred to in these Terms is a reference to these Terms or such other Engagement Contract or document as varied or novated (in each case, other than in breach of the provisions of these Terms) from time to time.
- 1.3 Any Engagement Contract formed on these Terms shall be binding on, and enure to the benefit of, the Parties and their respective personal representatives, successors and permitted assigns, and references to any Party shall include that Party's personal representatives, successors and permitted assigns.
- 1.4 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.5 A reference to a date or time is a reference to a date or time in Oxford.

2. WARRANTY

- 2.1 The Organisation represents and warrants that:
- 2.1.1 it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation and has all necessary consents and regulatory approvals to enter into the Engagement Contracts;
 - 2.1.2 it has full capacity and authority to enter into and to perform the Engagement Contract and that the Engagement Contract is executed by its duly authorised representative;
 - 2.1.3 there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it or any of its Affiliates that might affect its ability to perform its obligations under the Engagement Contract;
 - 2.1.4 its execution, delivery and performance of its obligations under the Engagement Contract will not constitute a breach of any Law or obligation applicable to it and will not cause or result in a default under any agreement by which it is bound;
 - 2.1.5 its obligations under the Engagement Contract constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, re-organisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law);
 - 2.1.6 all written statements and representations in any written submissions made by the Organisation as part of the due-diligence process remain true and accurate except to the extent that such statements and representations have been superseded or varied in writing prior to the date of the Engagement Contract;
 - 2.1.7 it has notified OPM in writing of any occasions of tax non-compliance and any litigation in which it is involved that is in connection with any occasion of tax non-compliance;
 - 2.1.8 it has all necessary rights in and to the Third Party IP, any Background IP and any other materials made available by the Organisation (and/or any of its sub-contractors) to OPM which are necessary for the performance of the Organisation's obligations under the Engagement Contract or the receipt of the Research by OPM;
 - 2.1.9 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to

- perform its obligations under the Engagement Contract; and
- 2.1.10 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Organisation or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Organisation's assets or revenue.
- 2.2 The representations and warranties set out in Clause 2.1 shall be deemed to be repeated by the Organisation on the Commencement Date by reference to the facts then existing if later than the date of signature of the Engagement Contract.
- 2.3 The representations and warranties set out in this Clause 2 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any other undertaking in the Engagement Contract.
- 2.4 If at any time the Organisation becomes aware that a representation or warranty given by it under Clause 2.1 has been breached, is untrue or is misleading, it shall immediately notify OPM of the relevant occurrence in sufficient detail to enable OPM to make an accurate assessment of the situation.
- 2.5 For the avoidance of doubt, the fact that any provision within the Engagement Contract is expressed as a warranty shall not preclude any right of termination which OPM may have in respect of breach of that provision by the Organisation.
- 2.6 Except as expressly stated in the Engagement Contract, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by Law.
- 3. THE ORGANISATION'S OBLIGATIONS**
- 3.1 The Organisation will perform all its obligations under an Engagement Contract:
- 3.1.1 with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts in their field;
- 3.1.2 in accordance with the Engagement Contract and any additional obligation set out in the Engagement Contract;
- 3.1.3 within agreed timescales; and,
- 3.1.4 will ensure that the Research and Deliverables will conform in all respects with the TORs.
- 3.2 The Organisation must not do or omit to do anything which may cause OPM to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business.
- 3.3 The Organisation must hold any OPM Materials in safe custody at its own risk, maintain such OPM Materials in good condition until returned to OPM, and not dispose of or use OPM Materials other than in accordance with OPM's written instructions or authorisations;
- 3.4 Time is of the essence for the Organisation, if the Organisation fails to meet the relevant deadlines OPM may:
- 3.4.1 refuse to accept any subsequent performance of the Research under the relevant Engagement Contract which the Organisation attempts to make;
- 3.4.2 purchase substitute services from elsewhere and reclaim from the Organisation any reasonable additional costs incurred as a result of procuring such services from a third party instead of the Organisation;
- 3.4.3 hold the Organisation accountable for any loss and additional costs incurred; and
- 3.4.4 have any sums previously paid by OPM to the Organisation in respect of the affected Research refunded by the Organisation.
- 3.5 OPM exercising its rights under Clause 3.3 is without prejudice to OPM's right to terminate the Engagement Contract and any other rights it may have.
- 3.6 The Organisation acknowledges that OPM has and will rely upon the skill and judgement of the Organisation in connection with all matters for which the Organisation is responsible under the Engagement Contract.
- 3.7 The Organisation will at all times comply with the Policies, or ensure that it has its own policies in place which meet, at a minimum, the requirements of the Policies.
- 3.8 In performing its obligations under the Engagement Contract, the Organisation shall comply with the Applicable Laws and the Organisation will inform OPM as soon as it becomes aware of any changes in those Applicable Laws.
- 3.9 All deliverables must be in English unless otherwise agreed by OPM.
- 4. PERSONNEL**
- 4.1 The Organisation shall:
- 4.1.1 allocate suitable and sufficient Personnel with appropriate levels of skills and experience to provide the Research in accordance with the Engagement Contract; and
- 4.1.2 vet all Personnel before they start working in relation to the Research in accordance with best practice.
- 4.2 The Organisation's appointment to provide the Research is conditional upon their Personnel having passed all the vetting required in Clause 4.1.2 and them having obtained all necessary visas, work permits or other authorisations or approvals necessary for the Organisation and the Personnel to provide the Research.
- 4.3 The Organisation will ensure that the Personnel comply with all applicable provisions of the Engagement Contract and shall in all

circumstances be responsible for any acts, or failures to act, of the Personnel as if they were the Organisation's own acts or failures to act.

- 4.4 The Organisation is responsible for providing the Personnel with all the necessary equipment and resources for the performance of the Research, unless otherwise specified in the Special Conditions.
- 4.5 The Organisation shall be fully responsible for all costs, expenses, taxes, liabilities or claims relating to the Personnel.
- 4.6 OPM may require the Organisation to replace Personnel if OPM reasonably considers that such Personnel are unsuitable or unable to perform the Research, the Client requests the removal of such Personnel, or if OPM reasonably considers the Personnel can or could pose a reputational risk to OPM or the Client; in such a case the Organisation:
- 4.6.1 will provide a replacement acceptable to OPM as soon as reasonably practicable; and
- 4.6.2 will advise OPM as soon as reasonably practicable and subject to OPM approval, stating the reason and expected duration of recovery needed.
- 4.7 For the avoidance of doubt, no fee shall be payable in respect of any period during which the Research is not provided due to the need to replace Personnel.

5. KEY PERSONNEL

- 5.1 The Research shall be provided by the Key Personnel, who may not be changed without OPM's prior written consent.
- 5.2 If any Key Personnel are likely to be unable to provide the Research due to illness or to leaving the Organisation's employment or engagement for whatever reason, the Organisation must notify OPM and propose a successor at as early a stage as possible.
- 5.3 For the avoidance of doubt, no fee shall be payable in respect of any period during which the Research is not provided due to the need to replace Key Personnel.

6. SUB-CONTRACTORS

- 6.1 For the purposes of Clause 6.2 only, individual researchers and Key Personnel are not considered to be sub-contractors under the Engagement Contract.
- 6.2 The Organisation may not assign, sub-contract or otherwise transfer any of the Organisation's rights or obligations pursuant to the Engagement Contract without OPM's prior written consent.
- 6.3 The Organisation will ensure that the Organisation's sub-contractors comply with all applicable provisions of the Engagement Contract and it shall in all circumstances be responsible for any acts, or failures to act, of the Organisation's sub-contractors as if they were the Organisation's own acts or failures to act.

7. INTELLECTUAL PROPERTY

- 7.1 All Intellectual Property Rights in the Works shall be the property of the Organisation.

- 7.2 The Organisation hereby grants to OPM a worldwide, non-exclusive, irrevocable, royalty-free licence to use and sub-licence the Works.
- 7.3 For the purpose of this Clause 7, "use" shall mean, without limitation, the adaptation, reproduction, publication and sub-licence of the Works and the Intellectual Property Rights therein, including the reproduction and sale of the Works and products incorporating the same for use by any person or for sale or other dealing anywhere in the world.

8. LEGAL COMPLIANCE

- 8.1 The Organisation will, and will ensure the Personnel will:
- 8.1.1 comply with all applicable laws relating to anti-bribery and anti-corruption including the UK Bribery Act 2010 and will not engage in any activity which would constitute an offence under sections 1, 2 or 6 of the UK Bribery Act 2010 if such activity had been carried out in the UK;
- 8.1.2 subject to Clause 3.7, comply with OPM's Anti-Bribery Policy; and,
- 8.1.3 promptly report to OPM any request or demand for any undue financial or other advantage of any kind received by the Organisation or its Personnel in connection with the performance of the Organisation's obligations under the Engagement Contract.
- 8.2 The Organisation shall comply with the Terrorism Act 2000.
- 8.3 The Organisation shall comply with OPM's Safeguarding Policy and Safeguarding Principles for Practice or an equivalent policy of its own should it have one already in place and shall raise any concerns it has as soon as practicably possible; in particular it shall make its Personnel and any sub-contractors aware of the provisions for raising concerns.
- 8.4 The Organisation shall meet its obligations under the Engagement Contract in accordance with applicable national and international environmental laws and requirements.

9. PROTECTION OF PERSONAL DATA

- 9.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 9 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.
- 9.2 Without prejudice to the generality of Clause 9.1, in relation to any Personal Data processed in connection with the performance by the Organisation of its obligations under this Engagement Contract the Organisation shall:
- 9.2.1 process that Personal Data only on the written instructions of OPM unless the Organisation is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Organisation to process Personal Data (**SCPD Laws**). Where the Organisation is relying on laws of a member of the European Union or European Union law as the basis for

- processing Personal Data, the Organisation shall promptly notify OPM of this before performing the processing required by the SCPD Laws unless those SCPD Laws prohibit the Organisation from so notifying OPM;
- 9.2.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 9.2.3 ensure that all Personnel who have access to or process Personal Data are obliged to keep the Personal Data confidential; and
- 9.2.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of OPM has been obtained and the following conditions are fulfilled:
- 9.2.4.1 OPM or the Organisation has provided appropriate safeguards in relation to the transfer;
- 9.2.4.2 the Data Subject has enforceable rights and effective legal remedies;
- 9.2.4.3 the Organisation complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- 9.2.5 the Organisation complies with reasonable instructions notified to it in advance by OPM with respect to the processing of the Personal Data;
- 9.2.6 assist OPM, at OPM's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 9.2.7 notify OPM without undue delay on becoming aware of a Personal Data breach;
- 9.2.8 at the written direction of OPM, delete or return Personal Data and copies thereof to OPM on termination of an Engagement Contract unless required by SCPD Law to store the Personal Data; and
- 9.2.9 maintain complete and accurate records and information to demonstrate its compliance with this Clause 9 and allow for audits by OPM or OPM's designated auditor.
- 9.3 OPM does not consent to the Organisation appointing any third party processor of Personal Data under the Engagement Contract.
- 9.4 Either Party may, at any time on not less than 30 days' notice, revise this Clause 9 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).
- 9.5 The Organisation shall ensure that all Personnel are aware that OPM may, in order to meet our obligations under our Client contract:
- 9.5.1 hold and process their Personal Data for legal, administrative and management purposes, including, in particular to the processing of any sensitive Personal Data relating to such Personnel;
- 9.5.2 make their Personal Data available to the Client and third parties such as advisers, regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of OPM or any part of its business; and
- 9.5.3 transfer their Personal Data outside the European Economic Area
- 9.6 The Organisation shall ensure that any of its Personnel that do not wish their Personal Data to be used in the way laid out in Clause 9.5 will not be involved in the Research.
- 10. DUTY OF CARE**
- 10.1 The Organisation is responsible for fulfilling the Organisation's Duty of Care to ensure the safety and security of the Personnel including any sub-contractor(s).
- 10.2 The Organisation shall fulfil its Duty of Care to at least the standard laid out in the OPM Policies provided to it.
- 10.3 The Organisation must provide OPM with evidence that it is fulfilling its Duty of Care including copies of its Duty of Care Policy and security procedures documentation which must include the following:
- 10.3.1 acknowledgement of Duty of Care responsibilities;
- 10.3.2 knowledge, experience and resources the Organisation has to manage these responsibilities;
- 10.3.3 knowledge, experience and resources the Organisation have to assess risk;
- 10.3.4 information resources, networks and dissemination methods to track or contact Personnel when in the field;
- 10.3.5 provision of appropriate training, guidance and advice, prior to Personnel deployment in high or extreme risk areas or prior to working on high or extreme risk activities; and
- 10.3.6 procedures for dealing with a crisis or major incident including appropriate contact

- methods (for example a 24 hour duty number or an emergency phone line).
- 10.4 If the Organisation's Duty of Care and security policies do not meet the requirements of OPM's applicable Policies then the Organisation shall ensure that suitable measures are put in place so that they do meet those requirements at the Organisation's own cost.
- 10.5 The Organisation is required to liaise with OPM throughout the term of the Engagement Contract to ensure that the Organisation is fulfilling the Organisation's obligations under this provision when its Duty of Care is engaged.
- 10.6 The Organisation will be required to ensure that the designated OPM representative, or any other designated member of the management team on the Engagement Contract, has up-to-date contact information including the mobile numbers each of the Personnel will be using in-country for the duration of the Organisation's trip for safety and security reasons.
- 10.7 In the case of an emergency impacting on Personnel the Organisation has deployed for the Engagement Contract, the Organisation must inform the designated OPM representative as a matter of urgency.

11. FEES

- 11.1 In consideration of the provision of the Research by the Organisation, OPM shall pay the Fees.
- 11.2 Where the Fees are calculated on a time and materials basis:
- 11.2.1 the Organisation's daily fee rates for each individual person as set out in the Terms of Reference are calculated on the basis of an eight (8)-hour day, worked during Business Hours;
- 11.2.2 the Organisation shall not be entitled to charge on a pro-rata basis for part days worked by the Organisation's team during Business Hours, unless it has OPM's prior written consent to do so;
- 11.3 Where the Fees are calculated on a fixed price basis, the amount of those charges shall be as set out in an Engagement Contract including any Milestones.

12. EXPENSES

- 12.1 In addition to the Organisation's fees, OPM will reimburse to the Organisation any properly incurred expenses which are set out in the Terms of Reference.
- 12.2 If a daily subsistence allowance is provided then this covers accommodation and subsistence in country and may be specified in the Terms of Reference as either a lump sum per night or actual receipted expenses.
- 12.3 If supporting documents are in any language other than English OPM may require the Organisation to provide a certified English translation at the Organisation's own cost.
- 12.4 Expenses claims for alcohol will not be reimbursed.

13. EQUIPMENT

- 13.1 Where procurement of goods and equipment ("Equipment") is required under an Engagement Contract, the Organisation shall ensure that the procurement:
- 13.2 is undertaken in accordance with the best practice principles of openness, fairness and transparency;
- 13.3 achieves "value for money" defined as the optimum combination of whole-life cost and quality to meet requirements in a fully transparent manner
- 13.4 is carried out using strict due diligence processes that ensure the protection of OPM's interests and reputation, with particular emphasis on anti-terrorism, anti-corruption and fraud throughout the delivery chain; and
- 13.5 is on the basis that the ownership of Equipment shall vest in OPM, and shall be so marked.
- 13.6 Any procurement carried out under Clause 13.1 may be subject to audit by OPM.
- 13.7 The Organisation shall comply with any additional reasonable procurement instructions provided to it in writing by OPM.
- 13.8 Equipment may only be used in providing the Research and shall be safely kept and maintained; any other use of Equipment by the Organisation is not permitted without OPM's prior written approval.
- 13.9 The Organisation shall keep an up to date inventory of the Equipment, its condition and location and make such inventory available to OPM immediately on request.
- 13.10 The Organisation shall carry out spot checks on the Equipment and the inventory described in Clause 13.5 at least annually and shall upon request, provide to OPM the Organisation's procurement policy.
- 13.11 Subject to Clause 13.7 the Organisation shall be responsible for all loss or damage to the Equipment other than that caused by fair wear and tear. The Organisation shall notify OPM in writing immediately the Organisation becomes aware of any loss of or damage to the Equipment.
- 13.12 Except as required by law or circumstance, the Organisation shall not insure Equipment. OPM shall bear the risk in respect of loss or damage provided such loss or damage was not due to the Organisation's negligence and provided the Organisation obtains and pays to OPM such proper compensation as may be due from any third party in respect of such loss or damage to the Equipment.
- 13.13 The Organisation shall obtain OPM's instructions on the disposal of Equipment and comply with such instructions.

14. PAYMENT

- 14.1 The Organisation shall submit invoices as set out in the Engagement Contract or if not specified, within one month of the completion of the Research that they cover.
- 14.2 The Organisation shall raise the final invoices within one (1) calendar month of the end of the Engagement Contract.

- 14.3 All invoices must unless otherwise specified in the Engagement Contract:
- 14.3.1 include details of any expenses being claimed for the period of the invoice;
 - 14.3.2 display the number of the purchase order to which they relate;
 - 14.3.3 be submitted by such means as OPM may specify; and,
 - 14.3.4 be submitted in the currency specified in the Engagement Contract.
- 14.4 All invoices must be submitted with:
- 14.4.1 receipts for all costs incurred and reimbursable claims; and,
 - 14.4.2 electronic or scans of boarding passes.
 - 14.4.3 Unless otherwise specified, copies of such documentation will be sufficient, but originals must be kept by the Organisation in conformance with the audit provisions of Clause 15.
- 14.5 The Organisation will use the exchange rates published on www.xe.com on the Monday following the relevant expenditure to calculate any currency conversion.
- 14.6 OPM will return invoices that do not conform to the requirements of this Clause 14.
- 14.7 OPM will approve the Organisation's invoices properly submitted in accordance with these Terms provided that the Research to which they relate have been properly completed in accordance with the Engagement Contract.
- 14.8 OPM will pay invoices within thirty (30) days of approving them in accordance with Clause 14.7.
- 14.9 OPM may deduct from the fees or any other sums due to the Organisation any sum the Organisation may be liable to pay to OPM at any time without limiting OPM other rights and remedies.
- 14.10 OPM will withhold tax at the appropriate rate from the Organisation where obligated to do so by the laws of any country in which the Research is delivered or the Parties are located.
- 14.11 The Organisation acknowledges that, and consents to, OPM providing information to the Client so that the Client may publish details of OPM's compliance meeting the payment period contained in Clause 14.7.
- 15. ACCESS AND AUDIT**
- 15.1 The Organisation and any of its sub-contractors shall keep secure and maintain until six (6) years after the final payment of all sums due to the Organisation under the Engagement Contract, or such other period as may be agreed between the Parties, full and accurate records of the Research, all expenditure reimbursed by OPM (including all original supporting documentary evidence) and all payments made by OPM.
- 15.2 The Organisation and its sub-contractors shall grant to OPM, or its authorised agents, such access to those records as they may reasonably require in order to check the Organisation's compliance with the Engagement Contract and monies utilised, throughout the whole supply chain.
- 15.3 In addition to where an audit is imposed on OPM by the Client or a regulatory body (in which case OPM may carry out the audit required without prejudice to its other rights) OPM may conduct an audit:
- 15.3.1 to review the integrity, confidentiality and security of Client or OPM Data;
 - 15.3.2 to review the Organisation's compliance with the Data Protection Act Legislation, and in accordance with the Engagement Contract and any other legislation applicable to the Research.
 - 15.3.3 Subject to OPM's obligations of confidentiality under the Engagement Contract, the Organisation shall on demand provide OPM (or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
 - 15.3.3.1 all information requested by the Client within the permitted scope of the audit;
 - 15.3.3.2 reasonable access to any sites controlled by the Organisation and to any equipment used (whether exclusively or non-exclusively) in the performance of the Research;
 - 15.3.3.3 reasonable access to sub-contractors throughout the supply chain;
 - 15.3.3.4 access to the Organisation's system; and,
 - 15.3.3.5 access to the Personnel.
- 15.4 Where it is found by OPM that any overpayment has been made to the Organisation, the Organisation shall reimburse OPM such amount within twenty-eight (28) days of the date of OPM's written demand.
- 16. INSURANCE**
- 16.1 Without limiting the Organisation's obligations under these Terms, and unless agreed otherwise in the Engagement Contract, the Organisation shall effect and maintain with reputable insurers such policy or the following policies of insurance as may be necessary in relation to the Organisation's obligations under the Engagement Contract during the Term and for six (6) years following its termination, including:
- 16.1.1 professional indemnity insurance with a limit of not less than five million pounds sterling (£5,000,000) (or an equivalent limit in local currency);
 - 16.1.2 public liability insurance with a limit of not less than two million pounds sterling (£2,000,000) (or an equivalent limit in local currency); and
 - 16.1.3 insurance coverage for the health, safety and security of Personnel, including personal accident, travel and medical insurance cover.
- 16.2 Upon OPM's reasonable request, the Organisation shall provide OPM with all such documentation as is necessary to prove the Organisation's continuing compliance with its obligations to insure under this Clause.

17. INDEMNITY

- 17.1 The Organisation shall indemnify OPM against all liabilities, costs, expenses, damages and losses suffered or incurred by OPM arising out of or in connection with:
- 17.1.1 The breach by the Organisation of the Data Protection Legislation or Clause 9, to the extent that the loss incurred by OPM is a direct result of the actions or omissions of the Organisation or its Personnel;
- 17.1.2 any claim made against OPM for actual or alleged infringement of Third Party IP arising out of or in connection with the Services except to the extent that the Claim relates to pre-existing material originating from OPM; or,
- 17.1.3 any claim made against OPM by a third party arising out of or in connection with the provision of the Services to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the Organisation or its Personnel.
- 17.2 The indemnity given under Clause 17.1 shall exclude any:
- 17.2.1 loss of profits, turnover, savings business opportunities, revenue or damage to goodwill (in each case whether direct or indirect); and/or
- 17.2.2 indirect, special or consequential loss or damage of any nature and howsoever caused, even if the losses were reasonably foreseeable of the Party has been advised of the possibility of such loss occurring.
- 17.3 This indemnity shall not cover OPM to the extent that a claim under it results from OPM's negligence or wilful misconduct.
- 17.4 If a payment due from the Organisation under this Clause is subject to Tax, OPM shall be entitled to receive from the Organisation such amounts as shall ensure that the net receipt, after Tax, to OPM in respect of the payment is the same as it would have been were the payment not subject to Tax.

18. LIMITATION OF LIABILITY

- 18.1 Nothing in these Terms shall limit or exclude either Party's liability for:
- 18.1.1 any matter in respect of which the law does not allow liability to be excluded or limited;
- 18.1.2 any matter in relation to which it has any indemnity obligation to the other; or
- 18.1.3 any breach of its obligations under Clauses 8, 9, or 19.
- 18.2 Subject to Clause 18.1, 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 the Engagement Contract shall not exceed whichever is the higher of:
- 18.2.1 two hundred per cent (200%) of the aggregate Fees paid or due to be payable (assuming due performance by the

Organisation of its obligations under the Engagement Contract, and whether or not any invoice has been raised in respect of such Fees) by OPM to the Organisation under the Engagement Contract; or

- 18.2.2 five hundred thousand UK pounds sterling (£500,000).
- 18.3 Subject to Clause 18.1 neither Party shall have any liability to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any unforeseeable indirect or consequential loss arising under or in connection with the Engagement Contract;
- 18.4 No amount awarded or agreed to be paid under the indemnities in Clause 17.1.1 (Data processing indemnity) or Clause 17.1.2 (IPR indemnity) shall count towards the cap on the Organisation's liability.
- 18.5 The rights of OPM under the Engagement Contract are in addition to, and not exclusive of, any rights or remedies provided by the common law.

19. CONFIDENTIALITY

- 19.1 Subject to Clause 19.2 the Parties agree that where one Party receives Confidential Information ("**Receiving Party**") from the other ("**Disclosing Party**"), the Receiving Party shall:
- 19.1.1 keep the Disclosing Party's Confidential Information in strict confidence and to take all reasonable precautions to prevent the unauthorised disclosure of it to any third party;
- 19.1.2 not to disclose any of the Disclosing Party's Confidential Information to any third party without the prior written consent of the Disclosing Party;
- 19.1.3 not to use any of the Confidential Information for any purpose other than as necessary to fulfil its obligations under the Engagement Contract without the prior written consent of the Disclosing Party; and
- 19.1.4 to inform the Disclosing Party immediately if it becomes aware of the possession, use or knowledge of any of the Confidential Information by an unauthorised person.
- 19.2 The Receiving Party may disclose the Disclosing Party's Confidential Information:
- 19.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Receiving Party's rights or carrying out its obligations under or in connection with the Engagement. The Receiving Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the Disclosing Party's Confidential Information comply with this Clause 19; and,
- 19.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 19.3 On termination of the Engagement Contract, the Receiving Party will return to the Disclosing Party all of the Confidential Information which is in its

possession or under its control (including all copies).

- 19.4 The Organisation may not publish any statement or release that refers to the Organisation's relationship with OPM, the Client, to the Engagement Contract or to its subject matter without OPM's prior written approval.

20. SUSPENSION OF SERVICES

- 20.1 OPM may suspend the performance of the Research by written notice without limiting its other rights and remedies and without liability to the Organisation if:
- 20.1.1 OPM's own obligation to provide services to the Client is suspended in whole or in part;
 - 20.1.2 there occurs any event or circumstance which would entitle OPM to terminate the Engagement Contract under Clause 21; or
 - 20.1.3 there occurs any event or circumstance beyond the reasonable control of either Party that delays or frustrates the performance of the Research.
- 20.2 If OPM suspends the Research the Organisation will:
- 20.2.1 subject to OPM's reasonable directions take such steps as are necessary to suspend the provision of the Research in a cost-effective, timely and orderly way; and
 - 20.2.2 provide to OPM within fourteen (14) days an account in writing and an invoice, stating any fees and expenses due in relation to Research performed before the date of suspension; and any expenses necessarily incurred after the date of suspension.
- 20.3 Unless the Research was suspended under Clause 20.1.1, OPM will pay such fees and expenses to the Organisation in accordance with Clause 14. No other fees or expenses shall be payable to the Organisation in relation to any period of suspension.
- 20.4 OPM may reinstate the Research by written notice. If the Research is reinstated, the Organisation will, as soon as reasonable possible, resume the Research, 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.
- 20.5 Neither Party shall be in breach of the Engagement Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Engagement Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for eight (8) weeks, the Party not affected may terminate the Engagement Contract by giving two (2) weeks written notice to the affected Party.

21. TERMINATION

- 21.1 Without affecting any other right or remedy available to it, OPM may terminate the Framework Agreement or an Engagement Contract with immediate effect by giving written notice to the Organisation if:
- 21.1.1 the Organisation is in material breach of any of the Organisation's obligations under the Framework Agreement or an Engagement Contract or of any of the Policies;
 - 21.1.2 There occurs any circumstance which affects any information that OPM collects with regard to the Organisation during the due diligence process.
 - 21.1.3 the Organisation repeatedly breaches any of the terms of the Framework Agreement or an Engagement Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Framework Agreement or an Engagement Contract and fails to remedy such breaches within fourteen (14) days of having received written notice to do so;
 - 21.1.4 there is no valid contract between OPM and the Client, or the contract between OPM and the Client is terminated or amended such that the Research is no longer required in whole or in part, or the Client requests that OPM cease to engage the Organisation for any reason;
 - 21.1.5 there is a change of control of the Organisation;
 - 21.1.6 the Organisation enters into administration of any sort, receivership, liquidation, a formal arrangement with the Organisation's creditors or any analogous proceedings or procedure, or are otherwise insolvent or cease or threaten to cease to trade;
 - 21.1.7 in OPM's reasonable opinion the Organisation or the Personnel have committed (or omitted to prevent) or been accused of, any fraudulent or unlawful act or any act which endangers any person, or any act which may bring OPM into disrepute, prejudice OPM's reputation or business or places OPM in breach of OPM's obligations to the Client; or,
 - 21.1.8 the Organisation commits a breach of Clauses 8, 9 or 19.
- 21.2 Notwithstanding any other provision of the Framework Agreement or an Engagement Contract, and without limiting OPM's other rights and remedies, OPM may end the Framework Agreement or an Engagement Contract at any time by no less than thirty (30) days' written notice.
- 21.3 The Organisation may terminate the Framework Agreement or an Engagement Contract by providing written notice to OPM if OPM is in material breach of its obligations under the Framework Agreement or applicable Engagement Contract. Otherwise, the Organisation may

terminate the Framework Agreement or an Engagement Contract on three (3) months' written notice to OPM.

22. CONSEQUENCES OF TERMINATION

22.1 On termination or expiry of an Engagement Contract:

- 22.1.1 the Organisation shall as soon as reasonably practicable, deliver to OPM all Deliverables whether or not then complete, and return all OPM Materials, OPM equipment and any assets bought by the Organisation to provide the Research that have been identified as project assets. Until they have been delivered or returned, the Organisation shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Engagement Contract;
- 22.1.2 provide such co-operation and information as OPM 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 OPM;
- 22.1.3 delete (or procure the deletion) any documents or information belonging to OPM from the Organisation's systems and those of the Organisation's Personnel without retaining copies in any format (except for one copy which may only be kept where this is a strict regulatory or legal requirement);
- 22.1.4 the Organisation shall, if so requested by OPM, provide all assistance reasonably required by OPM to facilitate the smooth transition of the Research to OPM or any replacement Organisation appointed by it; and
- 22.1.5 not for a period of twelve (12) months following termination entice away or attempt to entice away from OPM (through an offer to employ or engage or otherwise) any current employee or contractor of OPM with whom the Organisation has had material contact or dealings in the course of the Research.

22.2 unless this Engagement Contract is terminated by OPM under Clauses 21.1.1, 21.1.5 or 21.1.6 the Organisation shall be entitled to payment for Research properly performed to our reasonable satisfaction prior to the date of termination and any unavoidable or irrevocable expenses necessarily incurred after the date of termination, providing that the Organisation uses its best endeavours to mitigate any such expenses;

22.3 Notwithstanding the termination of the Engagement Contract for any reason, it shall continue in force to the extent necessary to give effect to those of its provisions that expressly or by implication have effect after termination.

22.4 the following Clauses shall continue in force: Clause 1 (Interpretation), Clause 7 (Intellectual property rights), Clause 18.1 (Limitation of liability), Clause 19 (Confidentiality), Clause 22

(Consequences of termination), Clause 23 (Inadequacy of damages), Clause 24 (Conflict of Interest), Clause 28.3 (Severance), Clause 28.4 (Waiver), Clause 30 (Dispute Resolution Procedure), Clause 31 (Governing Law and Jurisdictions)

23. INADEQUACY OF DAMAGES

23.1 Without prejudice to any other rights or remedies that OPM may have, the Organisation acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of the Engagement by the Organisation. Accordingly, OPM shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of the Engagement Contract.

24. CONFLICT OF INTEREST

24.1 During the Term the Organisation will:

- 24.1.1 inform OPM immediately in writing of any condition or matter that may affect the Organisation's ability to provide the Research;
- 24.1.2 obtain all necessary consents, approval and authorisations for the performance of the Research.
- 24.1.3 Subject to this Clause 24 nothing in the Engagement Contract shall prevent the Organisation or the Personnel from being engaged, concerned or having any financial interest in any other business during the Term provided that:
- 24.1.4 such activity does not compromise the Organisation's ability to provide the Research; and
- 24.1.5 such activity will not and could not create any conflicts of interest.

24.2 Neither the Organisation nor any of the Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to the Engagement Contract.

24.3 The Organisation and the Personnel shall notify OPM immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.

24.4 The Organisation shall establish and maintain appropriate business standards, procedures and controls to ensure that no conflict of interest arises between Research undertaken for OPM and that undertaken for other clients.

24.5 The Organisation shall avoid knowingly committing any acts which are likely to result in any allegation of impropriety against OPM or the Client, including conflicts of interest which are likely to prejudice their independence and objectivity in performing the Engagement Contract, howsoever arising.

24.6 The Organisation shall notify OPM immediately of any circumstances of which it becomes aware which give rise or potentially give rise to a conflict with the Research and shall advise OPM of how they intend to avoid such a conflict arising or remedy such situation. The Organisation shall

subject to any obligations of confidentiality it may have to third parties provide all information and assistance reasonably necessary (at the Organisation's cost) that OPM may request of the Organisation in order to avoid or resolve a conflict of interest and shall ensure that at all times they work together with OPM with the aim of avoiding a conflict or remedy a conflict.

25. NOTICES

- 25.1 Any notice or other communication given to a Party under or in connection with the Engagement Contract shall be in writing and shall be:
- 25.1.1 delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its principal place of business; or
 - 25.1.2 sent by email to the address specified in the Engagement Contract
- 25.2 Any notice or communication shall be deemed to have been received:
- 25.2.1 if delivered by hand, on signature of a delivery receipt;
 - 25.2.2 if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00am UK time on the second Business Day after posting or at the time recorded by the delivery service; or
 - 25.2.3 if sent by email, at 9.00am UK time on the next Business Day after transmission.
- 25.3 This Clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

26. ORDER OF PRECEDENCE

- 26.1 If there is an inconsistency between any of the provisions of these Terms and the other provisions of the Engagement Contract the order of priority laid out in the Engagement Contract shall prevail.

27. NO PARTNERSHIP OR AGENCY

- 27.1 Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.
- 27.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

28. GENERAL

- 28.1 Except as expressly provided, no terms and conditions, standard or otherwise contained on any invoice or other document of the Organisation shall apply to the Engagement Contract unless incorporated as a variation agreed in writing between the Parties under Clause 28.2
- 28.2 No variation of the Engagement Contract will be valid unless recorded in writing and signed by or on behalf of each of the Parties.
- 28.3 If any provision of the Engagement Contract (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.

- 28.4 No delay by OPM in enforcing its rights will limit or restrict such rights and no waiver by OPM 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.
- 28.5 The Engagement Contract contains the whole contract between the Parties in respect of its subject matter and supersedes any prior written or oral contract between them, and the Parties confirm that they have not entered into the Engagement Contract on the basis of any representations that are not expressly incorporated in the Engagement Contract. Nothing in this Clause limits or excludes any liability for fraud.
- 28.6 Subject to any Special Condition, nothing in the Engagement Contract 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 the Engagement Contract.

29. FORCE MAJEURE

- 29.1 Neither party shall be in breach of an Engagement Contract or the Framework Agreement, nor liable for delay in performing, or failure to perform, any of its obligations under Engagement Contract or the Framework Agreement if such delay or failure result from a Force Majeure Event. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for four (4) weeks, the party not affected may terminate this agreement by giving fourteen (14) days' written notice to the affected party.

30. DISPUTE RESOLUTION PROCEDURE

- 30.1 The Parties will attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Engagement Contract. If the matter is not resolved by negotiation within forty-five (45) days of when either Party first made contact in respect of the same, the Parties will refer the Dispute to mediation in accordance with CEDR (Centre for Effective Dispute Resolution in London, UK) procedures.

31. GOVERNING LAW AND JURISDICTION

- 31.1 The Engagement Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 31.2 Each Party agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Engagement Contract or its subject matter or formation.