

IBISWorld Renewal Application	
Client Business Name:	The Competition & Market Authority
Address:	The Cabot, 25 Cabot Square, London, E14 4QZ
Client's Service Contact Details	
Contact Name:	
Job Title:	
E-mail Address:	
Telephone Number:	
Client's Billing Contact Details	
Contact Name:	
Job Title:	
E-mail Address:	
Telephone Number:	
Licence Details	
Licensed Product:	UK Industry Reports. UK Specialised Industry Reports. UK Inflation Tracker UK At A Glance Summaries Ireland Industry Reports
Licence Type:	Enterprise
Licence Fee:	Licence Fee Year 1 - Licence Fee Year 2 - Licence Fee Year 3 -
Term:	24 months + 12 months optional extension
Special Inclusions:	
Licence Start Date:	7 th September 2024
Licence End Date:	6 th September 2026
Offer Expiration Date:	6 th September 2024

Client would like to subscribe to IBISWorld and the parties agree to abide by the Terms and Conditions attached hereto, inclusive of supplementary terms and conditions of contract on page 9.

Signed on behalf of Competition & Market Authority

Signed for and on behalf of IBISWorld Ltd

Signature: 
Print Name: 
Title: 
Date: 

Signature: 
Print Name: 
Title: 
Date: 

TERMS AND CONDITIONS – UK ENTERPRISE

DEFINITIONS:

In these Terms and Conditions, unless the context otherwise requires, capitalised terms shall have the following meaning:

“Authorised Users” means an Employee whose principal place of work is the Scotland Office; Northern Ireland or Wales Office’

“Application” means the completed application form which these Terms and Conditions form part of;

“Client” means the Person named as the Client on the Application;

“Confidential Information” means all technical, commercial and financial information, product information, trade secrets, know-how and all information relating to plans, intentions, market opportunities, transactions, affairs and/or business of a party and its group companies and/or its or their customers and/or suppliers and these terms and conditions;

“Content” means each element of information, text, statistics, data, material, graphics and software contained in the Licensed Product and the IBISWorld Website;

“Employee” means an UK employee of the Client;

“IBISWorld” means IBISWorld Limited, 2nd Floor South, 11-19 Artillery Row London, SW1P 1RT, UK;

“IBISWorld Invoice” means the periodic billings sent out from IBISWorld to the Client;

“IBISWorld Website” means the website at the URL www.ibisworld.com and includes all information, text, statistics, data, material, graphics and software contained within that website and its subfolders;

“Licence” means a non-transferable and non-exclusive right to access and use the Licensed Product on the terms and conditions set forth on the IBISWorld Website and in the Terms and Conditions which are part of the Application;

“Licence Fee” means the licence fee set out on the Application, as may be modified annually under clause 3.2;

“Licence Period” means the term of Licence set out on the IBISWorld Application;

“Licensed Product” means the information reports published by IBISWorld as specified on the Application;

“London Office” means Competition and Markets Authority, The Cabot, 25 Cabot Square, London, E14 4QZ’

“Online User Registration” means the online registration at the IBISWorld Website that enables Client’s Employees to register to access the Licensed Product;

“Person” means and includes a corporation, an unincorporated organisation (for example a society or association), a trust, a sole proprietorship, an individual, a partnership, a sovereign state, a government or a government department or agency;

“Registered Users” means an Employee whose principal place of work is the London Office;

“Related Party” means, with respect to a Person, a corporation, an unincorporated organisation, a trust, a sole proprietorship, an individual, a partnership, a sovereign state, a government or a government department or agency, that is related to the Person by any percentage of common ownership, control or direction, and in the case of an individual, that is related to such Person by blood or marriage;

“Renewal Licence Period” has the meaning set out in clause 4.1;

“Scotland Office” means the Competition and Markets Authority, Queen Elizabeth House, Sibbald Walk, Edinburgh, EH8 8FT

“Wales Office” means the Competition and Markets Authority, 2 Caspian Point, Caspian Way, Cardiff, CF10 4DQ

“Northern Ireland office” means the Competition and Markets Authority, Erskine House, Chichester Street, Belfast BT1 4GF

“Taxes” means all forms of taxes, duties, imposts, charges, withholdings, rates, levies or other governmental impositions of whatever nature and by whatever authority imposed, assessed or charged including, without limitation, value added tax and other sales taxes but excluding income taxes;

“Terms and Conditions” means this document, including the Application;

“Terms of Use” means the conditions for use of the IBISWorld Website as set out here <https://www.ibisworld.com/about/termsfuse/>.

1. LICENCE

1.1 IBISWorld grants to the Client and the Client accepts from IBISWorld a non-transferable and non-exclusive licence to access and use the Licensed Product in accordance with these Terms and Conditions and the Terms of Use.

1.2 Access to the Licensed Product is restricted to Registered Users and Authorised Users who will be entitled to unlimited access to the Licensed Product in accordance with these Terms and Conditions after completing the Online User Registration.

2. RESTRICTIONS

2.1 The Client must ensure that only Registered Users and Authorised Users access and use the Licensed Product in accordance with these Terms and Conditions, and that such access and use is only for the purpose of enabling the Client to carry on its business in the normal course.

2.2 Unless specifically agreed to in writing by IBISWorld or expressly stated otherwise in these Terms and Conditions, the Licensed Product may not be reproduced, copied or resold in any format. The Client may reproduce non-material sections of the Licensed Product and/or Content to carry on its usual business in the normal course. The Client agrees to take all necessary precautions to ensure that no unauthorised persons have access to the Licensed Product and that all Registered Users

having access refrain from unauthorised disclosure, duplication or reproduction and do not pass on their password.

2.3 The Client agrees to indemnify, hold harmless and defend IBISWorld against any and all claims, including reasonable legal fees and costs, arising from any unauthorised use of the Licensed Product.

2.4 The Client shall ensure that each Registered Users and Authorised User will use the IBISWorld website in accordance with the Terms of Use.

3. LICENCE FEE

3.1 The Client will pay to IBISWorld the Licence Fee in advance of commencement of the Licence Period or Renewal Licence Period (as applicable) either by credit card or bank debit, at the time the Application is made or, by prior agreement with IBISWorld, within seven (7) days from receipt of the IBISWorld Invoice. Terms for all subsequent IBISWorld Invoices are seven (7) days.

3.2 IBISWorld and the Client will review the usage of Authorised Users after eight (8) months of the Licence Period. IBISWorld reserves the right to review and change the Licence Fee payable under these Terms and Conditions and IBISWorld will give the Client no less than three (3) months' written notice of any change to the Licence Fee payable under these Terms and Conditions, such change to take effect on the first day of the Renewal Licence Period. If the Client does not accept the proposed change the Client may terminate the Licence in accordance with clause 4.1(a) below.

4. TERM

4.1 The Licence will commence on receipt of the signed Application and shall, continue in force for the Licence Period. Unless otherwise agreed in writing, the Licence will automatically terminate at the end of the Licence Period, meaning 6th September 2023 or, in the event of mutual agreement to exercise the extension option, 6th September 2024. The Licence may also be or unless terminated as follows:

(a) IBISWorld may terminate the Licence immediately if the Client fails to pay any IBISWorld Invoice when due for payment or commits a material breach of these Terms and Conditions, by giving to the Client written notice of termination.

(b) IBISWorld may immediately terminate the Licence if the Client enters into any merger, partnership, joint venture, association, scheme, combination or like arrangement with any other person, department, partnership, firm, company, corporation or association, by giving to the Client written notice of termination.

4.2 Termination of the Licence will not prejudice or otherwise affect any rights and obligations of the parties expressed in these Terms and Conditions to survive termination of the Licence, nor will it prejudice or otherwise affect any right or remedy one party has against another party in respect of any breach of these Terms and Conditions before termination but will terminate all other rights and obligations of the parties under these Terms and Conditions.

4.3 On termination the Client must cease using the Licensed Product (and all reports, data and other information produced or generated by the Client which are based on or include any of the Licensed Product) for any purpose and must destroy all copies (hard and electronic) of any Licensed Product or any such report, data or other information in the Client's possession, power or custody.

5. INTELLECTUAL PROPERTY

The Client acknowledges and agrees that the Licensed Product, the Content and any intellectual property rights of whatsoever nature in the Licensed Product or the Content are and will remain the property of IBISWorld, and that the Client does not (except to the extent set out in these Terms and Conditions) have any Licence or right to use any intellectual property rights (including trade or service marks) in the Licensed Product or the Content without the express written permission of IBISWorld. The Client shall ensure that its Registered Users and Authorised Users do not reproduce, copy, republish, upload to a third party or distribute the Licensed Product or the Content, except in accordance with these Terms and Conditions.

6. IBISWORLD WARRANTY

6.1 IBISWorld warrants that during the term of this Licence it will use its commercially reasonable endeavours to ensure that the information in the Licensed Product is kept up to date and that it is not in violation of any known copyright or confidentiality agreements of third parties.

6.2 IBISWorld warrants that during the term of this Licence it will use commercially available anti-virus checking software of the generally accepted industry standard, at least equivalent to that used to protect its own software, to scan and check for viruses prior to making the Licensed Product available to the Client. Notwithstanding the above, IBISWorld makes no representation or warranty concerning: (a) the safety or efficacy of the transmission or service providers used by the Client in accessing the Licensed Product; (b) the reliability, quality or availability of the Licensed Product through the internet; (c) the absence of viruses or other contaminating or destructive properties in the software used by the Client to access or use the Licensed Product; and (d) the accuracy and safety of any reference in the Licensed Product to a website operated by a third party, including any hyperlink used to gain access to such website.

6.3 IBISWorld and its Related Parties make no other representation or warranty relating to the Licensed Product or Content including, without limitation, any representation or warranty as to the merchantability, fitness for any particular purpose or use, accuracy or completeness of the Licensed Product. The Client acknowledges and accepts this disclaimer.

6.4 Subject to clauses 6.5, and 6.7, IBISWorld will not be liable to the Client for any loss of revenue, profits or data or of any indirect or consequential loss arising under these Terms and Conditions or from access to or use of the Licensed Product.

6.5 IBISWorld does not exclude its liability for fraud or for death or personal injury if caused by its own negligence.

6.6 As a result of the nature of the IBISWorld's business and the number of sources from which it obtains Content, IBISWorld's and its Related Parties' total liability to the Client or any third party for breach of any of these Terms and Conditions or in tort (including negligence) or otherwise under or in connection with these terms and conditions or access to or use of the Licensed Product will, subject to clauses 6.4 and 6.5, not exceed the Licence Fee.

6.7 No exclusion of implied terms or disclaimer or limitation of liability contained in these Terms and Conditions applies to the extent that it is prohibited by law but where liability in connection with a defect in any data or report in the Licensed Product may be lawfully limited to the supply of that data or report again without the defect, liability is so limited.

7. INDEMNIFICATION

The Client shall indemnify and hold harmless IBISWorld and its Related Parties from and against any and all losses, claims, damages or liabilities (including reasonable legal costs) arising out of or relating to a breach by the Client of these Terms and Conditions and/or access to or use of the Licensed Product by the Client or any of its Related Parties or any third party to whom the Client has given access to or provided any of the Licensed Product which is in breach of these Terms and Conditions.

8. DATA PROTECTION

8.1 IBISWorld and The Client shall comply with the provisions of the General Data Protection Regulation ("GDPR"). Please refer to IBISWorld's Privacy Policy for more information <https://www.ibisworld.com/about/privacy/>

8.2 The Parties acknowledge and agree that each will be acting as Independent Data Controllers of the Personal Data, for the purpose of providing the contracted service, with the Personal Data not being used for any other purpose than the activities related to the service and as per this contract. The Parties will be subject to and responsible for complying with the obligations imposed on a Controller under all applicable data protection legislation or regulations, including the General Data Protection Regulation 2016/679 (as applicable) and laws implementing or supplementing the EU GDPR (*UK GDPR update to be included). In the event of a personal data breach concerning the Personal Data of the Client's staff, IBISWorld agree to notify the Client without undue delay.

IBISWorld shall notify the Client immediately if it considers that any of the Client's instructions infringe the Data Protection Legislation. For the avoidance of doubt, when providing the service, IBISWorld will be a processor and when using Data (CRM Software Support Service), IBISWorld will be an Independent Data Controller.

9. CONFIDENTIALITY

9.1 The Client shall keep secret all Confidential Information of IBISWorld and shall not (and shall procure that its employees and/or officers shall not) copy, use or disclose such information to any third party, other than as permitted under these Terms and Conditions.

9.2 The obligation of confidence shall not apply where Confidential Information: (a) is required to be disclosed by operation of law; (b) was in the possession of the Client prior to disclosure by IBISWorld; (c) is subsequently acquired from a third party without any obligation of confidence; (d) is or becomes generally available to the public through no act or default of the Client; or (e) is disclosed on a confidential basis for the purposes of obtaining professional advice.

10. FORCE MAJEURE

Neither IBISWorld nor the Client shall be liable for any breach of these Terms and Conditions directly or indirectly caused by circumstances beyond the reasonable control of that party from performing its obligations to the other, provided that a lack of funds shall not be regarded as a circumstance beyond that party's reasonable control.

11. GENERAL

11.1 These Terms and Conditions and any non-contractual obligations arising in connection with them shall be governed by the laws of England. The parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

11.2 The Client may not assign its rights under these Terms and Conditions unless it obtains the prior written consent of IBISWorld.

11.3 A failure or delay by either IBISWorld or the Client to exercise any right or remedy under these terms and conditions shall not be construed or operate as a waiver of that right or remedy nor shall any single or partial exercise of any right or remedy preclude the further exercise of that right or remedy.

11.4 Each of the provisions contained in these Terms and Conditions shall be construed as independent of every other such provision, so that if any provision of these Terms and Conditions shall be determined by any court or competent authority to be illegal, invalid and/or unenforceable then such determination shall not affect any other provision of these Terms and Conditions, all of which other provisions shall remain in full force and effect.

11.5 IBISWorld may send a notice to the Client in connection with these Terms and Conditions by hand delivery, pre-paid post, facsimile transmission or email to the Client at the address details set out on the Application or in such other way as the Client may have last notified IBISWorld in writing. A notice so sent to the Client is deemed to be received, if sent by pre-paid post, on the tenth business day after the date of posting or, if sent by facsimile transmission or email, on the next business day after the date the facsimile or email was sent.

11.6 Except to the extent that any Taxes are expressly stated on the Application to be added to or included in an amount payable:

(a) all amounts payable to IBISWorld under these Terms and Conditions have been calculated without regard to any Taxes which may be payable by IBISWorld in respect of those amounts or the provision of access to or use of the Licensed Product; and

(b) where IBISWorld is liable to pay any such Taxes, it may charge the Client the amount of the Taxes, and the Client must pay IBISWorld that amount on receipt of the IBISWorld Invoice reflecting any such taxes.

11.7 Within seven (7) days from being requested to do so in writing by IBISWorld, the Client must provide IBISWorld with a certificate signed by a board director of the Client stating at the date of the certificate whether or not clause 2 and, if the Licence has terminated, clause 4.3, is being observed by the Client and has been observed since the obligations under the relevant clause arose.

11.8 The Client acknowledges and agrees that IBISWorld may not have an adequate remedy at law and would be irrevocably harmed if the Client breaches these Terms and Conditions. IBISWorld is therefore entitled to equitable relief, including injunctions and specific performance, in the event of any breach of these Terms and Conditions by the Client, in addition to all the remedies available to IBISWorld at law or otherwise at equity and in the court of any relevant country.

11.9 The parties do not intend any third party to have the right to enforce any provision of the Licence under the Contracts (Rights of Third Parties) Act 1999 or otherwise. The parties may terminate or vary these Terms and Conditions without the consent of any third party.

11.10 All clauses set forth in these Terms and Conditions that could reasonably be construed as surviving the termination of the Licence, including but not limited to those set forth in clauses 2,4,5,6,7, 9 and 11 shall survive termination of the Licence.

Supplementary Terms and Conditions of Contract

1. Authorised Representative

1.1. The below person (including any successor in office from time to time of such person) is authorised to act as the CMA's Representative on all matters concerning this Contract:

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1.2. Each of the CMA and the Contractor may from time to time by notice in writing to the other party appoint another person to act as its authorised representative. Both parties shall use their reasonable endeavours to ensure that any such substitutions and or additions do not have any adverse impact on the Services.

2. Insurance

2.1 The Supplier shall maintain in force at all times during the Term of this Agreement and for a period of 1 year after the termination or expiry of this Agreement full and comprehensive insurance to cover the Supplier's potential liability to the CMA under, or in connection with the Agreement to include professional indemnity insurance for the minimum amount of £1m per event.

2.2 The Supplier shall on the written request of the CMA from time to time produce the relevant policy or policies together with receipt or other evidence of payment of the latest premium due there under.

2.3 The Supplier shall do nothing to invalidate any of the policies maintained in force in accordance with this Clause.

3. Conflicts of Interest

3.1. The Contractor shall disclose to the CMA's Representative as soon as is reasonably practical after becoming aware of any actual or potential conflict of interest relating to provision of the Services by the Contractor or any event or matter (including without limitation its reputation and standing) of which it is aware or anticipates may justify the CMA taking action to protect its interests.

4. Survival of the Contract

4.1. Insofar as any of the rights and obligations of the parties in this Contract shall or may be exercised after expiry or termination of the Contract, the provisions of the Contract conferring such rights and powers shall survive and remain in full force and effect notwithstanding such termination or expiry or any other contract with the CMA.

5. Working Time Directive

5.1. The Contractor shall ensure that the Working Time Directive Employment Regulations shall be applied in the proper manner to all personnel supplied via this Contract.

5.2. The Contractor shall ensure that commensurate with good employment practices and policies observed by the CMA, that all employment legislation is applied appropriately to all workers employed in providing the Services.

6. Observance of Statutory Requirements

6.1. The Contractor insofar as it is legally liable shall comply with all statutory requirements to be observed and performed in connection with the Contract and shall indemnify the CMA against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach of statutory obligations.

7. Equal Opportunities and Harassment

- 7.1. The Contractor shall adopt a policy to comply with the requirements of the Race Relations Act 1976, the Race Relations (Amendment) Act 2000, the Employment Equality (Religion or Belief) Regulations 2003, the Sex Discrimination Act 1975 as amended, Equal Pay Act 1970, Employment Equality (Sexual Orientation) Regulations 2003, Sex Discrimination (Gender Reassignment) Regulations 1999, and the Disability Discrimination Act 1995 and the Disability Discrimination Act 2005, and accordingly, shall not treat one individual or group of people less favourably than others because of colour, race, nationality, ethnic origin, religion, gender, sexual orientation or disability and, further, shall seek to promote equality among its workers and generally. The Contractor shall note the CMA's current and future obligations under these Acts and under the Data Protection Act 2018, Freedom of Information Act 2000, Human Rights Act 1998, and any codes of practice and best practice guidance issued by the Government and the appropriate enforcement agencies.
- 7.2. The Contractor shall comply with the above legislation in so far as it places obligations upon the Contractor in the performance of its obligations under this Contract. The Contractor shall facilitate the CMA's compliance with the CMA's obligations under these provisions and comply with any request from the CMA for that purpose.
- 7.3. In the event of any finding of unlawful racial, disability or sexual discrimination being made against the Contractor by any court or industrial tribunal, or of an adverse finding in any formal investigation by the Equality and Human Rights Commission the Contractor shall take appropriate steps to prevent repetition of the unlawful discrimination and shall on request provide the CMA with details of any steps taken.
- 7.4. The Contractor shall set out its policies on race relations, sex discrimination and disability discrimination:

8. in instructions to those concerned with recruitment, training and promotion;

9. in documents available to its personnel, recognised trade unions or other representative groups of its personnel; and

10. in recruitment advertisements and other literature.

- 10.1. The Contractor shall, on request provide the CMA with copies of its policies, examples of the instructions and other documents, recruitment advertisements and other literature.
- 10.2. The Contractor shall provide such information as the CMA may reasonably request for the purpose of assessing the Contractor's compliance with this Condition 7.
- 10.3. The Contractor shall take all reasonable steps to ensure that Contractor's personnel engaged in the performance of the Contract do not act towards either CMA staff or members of the public in a manner that could amount to harassment on any of the grounds mentioned in 7.1. In the event of any finding of unlawful discrimination being made against the Contractor by any court or tribunal, or of any adverse finding in any formal investigation, the Contractor shall take appropriate steps to prevent repetition of the unlawful discrimination and shall, on request, provide the CMA with details of any steps taken.

11. Payment

- 11.1. All invoices must be sent, quoting a valid purchase order number, to: The Competition and Markets Authority, Finance Team, The Cabot, 25 Cabot Square, London E14 4QZ. Within [10] working days of receipt of your countersigned copy of this letter, we will send you a Purchase Order (PO) with unique PO number. You must be in receipt of a valid PO number before submitting an invoice.

11.2. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO number, PO number item number (if applicable) and the details (name and telephone number) of your customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to Finance.Team@cma.gov.uk or by telephone 020 3738 6144/6617 between 09:00-17:00 Monday to Friday.

12. Relevant Conviction

12.1. The CMA may require the Contractor to ensure that any person employed in the provision of Services has undertaken a Disclosure and Barring Service check. The Contractor shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of any Services, relevant to the work of the CMA, or is of a type otherwise advised by the CMA (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

13. Publicity

13.1. The service provider agrees not to disclose the identity of CMA as a client of the service provider, nor to use the CMA's name nor refer to the CMA directly or indirectly in any advertisement or other publication without receiving the CMA's prior written approval for such use or reference and to the form and context in which the reference to the CMA is to appear.

13.2. The service provider shall abide by any conditions or limitations imposed by the CMA in such approval, if given.

13.3. The service provider further agrees not to disclose the existence of this contract, or the nature of the relationship established by this contract.

Confidentiality and Security Requirements

1. The secrecy and security aspects of the Competition & Markets Authority's work are governed by section 5 of the Official Secrets Act 1989, section 101 of the Telecommunications Act 1984, section 206 of the Water Industry Act 1991, section 74 of the Airports Act 1986, section 197 of the Broadcasting Act 1990, section 145 of the Railways Act 1993, Article 49 of the Airports (Northern Ireland) Order 1994, sections 348, 350(5) and 352 of the Financial Services and Markets Act 2000, Schedule 7 of the Postal Services Act 2000, section 105 of the Utilities Act 2000, Schedule 9 of the Transport Act 2000, section 245 of the Enterprise Act 2002, Article 63 of the Energy (Northern Ireland) Order 2003, section 393 of the Communications Act 2003 and Article 265 of The Water and Sewerage Services (Northern Ireland) Order 2006 (the Acts). Contractors shall be bound by the provisions of the Acts. Contractors should ensure that they fully understand the serious consequences that which may follow from a breach of any of these confidentiality requirements.
2. The confidentiality provisions of the Acts constitute a set of general restrictions on the disclosure of information obtained under the Acts in respect of particular businesses except when this is necessary for the purposes of the Act or for certain other prescribed purposes. Criminal prosecution is possible where unauthorised disclosure takes place. Most of the documents handled by the CMA fall within the scope of these statutory restrictions on disclosure and as 'sensitive documents' require the protection of effective security control and of strict observance of security rules. Contractors shall be expected to follow the CMA's security rules and these shall be discussed fully with them prior to commencement of the service.
3. Part V of the Criminal Justice Act 1993 also applies to information obtained in the course of CMA inquiries. It is a criminal offence under that legislation for members of a Contractor's staff to deal, or to encourage others to deal, in securities about which they hold inside information (i.e. unpublished price sensitive information relating to particular securities), obtained by virtue of their work for the CMA, or to disclose such information otherwise than in the proper performance of their work.
4. Contractors shall be responsible for ensuring that all staff employed in connection with any aspect of the service do not divulge any information obtained in, or as a result of, their work for the Competition and Markets Authority, except in the course of duty. The requirement not to divulge information includes not divulging information to other members of the Contractors' staff. Contractors shall also be responsible for ensuring that members of their staff are aware of and abide by the confidentiality provisions of the Acts and sign a witnessed declaration of the form set out on the following page. This requirement shall include all support staff who may be involved in system administration or other duties which require them to be given access to any part of the Competition and Markets Authority network. A copy of each of these signed declarations shall be sent to the Contract Manager.

CONFIDENTIALITY UNDERTAKING, THE COMPETITION AND MARKETS AUTHORITY

I understand that in any work for 'the CMA' which I perform I shall be in possession of information which is held in confidence and which must not be disclosed without lawful authority. I am aware that the legislation referred to below provides for criminal prosecution where unauthorised disclosure takes place, and that on conviction a person may be fined or imprisoned. I am also aware that, in law, I owe duties of confidentiality to the CMA.

I accept that I must not communicate, orally or in writing, any information gained by me as a result of my work for the CMA to any person other than a person to whom it is my duty to communicate it without the consent of the Chief Executive of the CMA (or an authorised member of his staff). In the case of information with respect to any particular trade or business, I accept that the consent of the person carrying on that trade or business is required also. I accept that articles of any description prepared for publication or discussion in any written form or for broadcasting are covered by these conditions.

I also acknowledge that Part V of the Criminal Justice Act 1993 applies to me and that it is a criminal offence to deal, or to procure others to deal, in securities about which I hold unpublished price sensitive information when engaged in work for or on behalf of the CMA.

Conflicts of Interest in Relation to Contractors and Contractors' Staff

Summary

1. Contractors and their staff must disclose any interests which might give rise to a conflict or potential conflict to the CMA before entering into a contract with the CMA. The CMA will consider whether the potential conflict causes concern and what action (if any) should be taken. It may be necessary to require the disposal of an interest in order for the CMA to be able to enter into a contract.

Detail

2. When a Contractor is approached with a view to entering into a contract or call-off with the CMA, the Contractor must disclose to the CMA any potential conflict of interest of which it is aware, or becomes aware, affecting any of the following:
 - a) the Contractor, their spouse, or partner (other than a spouse) and dependents;
 - b) all personnel of the Contractor whose involvement on a contract with the CMA is not purely mechanical or clerical; and
 - c) all directors, partners and other senior personnel of a Contractor with equivalent responsibilities even though they are not involved in a contract with the CMA.
3. If the Contractor has any doubts as to whether or not there exists an interest which may give rise to a conflict, these doubts must also be disclosed.
4. In this annex the following terms have the meanings set out below:
 - a) "relevant individuals" means persons within sub-paragraphs 2 (a) to (c) above, together with their spouses, partners (other than a spouse) and dependents;
 - b) "the reference companies" means any company (incorporated or unincorporated), partnership, business

- or individual that is the subject of the reference relating to the Contract or Call-off to be awarded to the Contractor;
- c) "the relevant companies" means any company (incorporated or unincorporated), partnership, business or individual who is a competitor, customer or supplier of any reference companies.
 - d) "shareholding" includes:
 - (i) shares, whether bearing a right to vote or not;
 - (ii) stock or debentures; and
 - (iii) options and similar rights;
 - (iv) in each case whatever the value of the holding and whether held as trustee or beneficially, (for example under a family trust or a Personal Equity Plan). Holdings in unit trusts, investment trusts, unit linked policies or similar arrangements under which the investor has interests in a large number of enterprises would not normally give rise to a potential conflict of interest, unless any company involved in the arrangements were itself affected by the inquiry. However, if the trust or arrangement specialises in investing in a particular industry which is affected by the reference or if the investor believes that there is a real possibility of the value of the investment being affected by the outcome of the reference, the interest should be disclosed to the CMA.
5. The requirement under paragraph 3 to disclose any potential conflict of interest includes a requirement to disclose any relationship which may give an appearance of bias on the part of the Contractor or its staff including but not limited to:
- a. the Contractor's present or past contractual relationship with any of the reference companies;
 - b. the Contractor's present or past contractual relationship with any of the relevant companies;
 - c. the Contractor's or relevant individuals' shareholding or partnership in, ownership (whether full or partial) or directorship of, or employment by:
 - (i) the reference companies;
 - (ii) the relevant companies; and
 - (iii) any enterprise the value of whose shares may be affected by the outcome of the reference (e.g. an enterprise in the same industry).
 - d. the Contractor's present or past contractual relationship with, or the Contractor's, or relevant individuals', employment by the relevant regulator (if applicable in relation to the reference);
 - e. the management of the investment of a shareholding or other interest of a person for which the Contractor, or any relevant individual, is responsible; and
 - f. a recent personal or family involvement with the reference companies or the relevant companies e.g. a substantial shareholding or other interest which has recently been disposed of.
6. Share accounts with a building society would not need to be disclosed except, for example, where they entitled the holder to a "perk" in the event of a merger. Similarly, bank accounts would not normally need to be disclosed in a reference involving the bank, though they should be disclosed where a person wishes to obtain or renegotiate a loan or overdraft.
7. A potential conflict of interest may arise in other circumstances, such as where there is a business relationship with an enterprise affected by the reference or any other close relationship with a person whose affairs may be affected by the reference. **In case of doubt the Contractor or relevant individual should disclose the interest.**
8. An interest as a consumer would not need to be disclosed, in normal circumstances, where the value of the goods or services obtained is small or most individuals are consumers (e.g. in the case of a market investigation into the supply of milk, salt or bread). If however the interest is that of a minority class of consumer there might be a conflict. This might be the case if, for example, an individual, his or her spouse, or child, were a coeliac and as such required gluten free products which were produced by companies involved in a merger reference.

9. The Contractor should check and relevant individuals as defined in paragraph 4 above should be required by the Contractor to check (if they are not already confident of the facts) their own shareholdings and shareholdings held on their behalf. They should also check, information which has been provided to them, e.g. as trustees or a holder of a specialised unit trust and whether they are aware in general terms of any conflict of interest.
10. The CMA will decide whether anything which has been disclosed as a potential conflict of interest constitutes an actual conflict in the particular circumstances. In some circumstances it may suffice for an interest which does give rise to a conflict to be disposed of in the period between public announcement of the reference and distribution of relevant papers, (subject to the approval of the CMA). In some circumstances it may be sufficient simply to inform the parties involved in the inquiry or likely to be involved of the interest (be it a shareholding or other interest).

CONFLICTS OF INTEREST STATEMENT

THE COMPETITION AND MARKETS AUTHORITY

1. We confirm that there is no conflict of interest that might give rise to a risk of challenge in the courts to the inquiry on the ground of bias (whether actual or apparent). The acceptance of the following terms and conditions shall be taken as confirmation that no such conflicts of interest exist.
2. We shall ensure that actual or even potential conflicts do not arise during the course of the inquiry. In particular:
 - a) For the duration of the inquiry we shall not undertake or actively seek any work for any organisation that is directly related to the subject of the inquiry. We agree that work which is indirectly related other than that laid out in the contract should only be undertaken with the CMA's consent which shall not be unreasonably withheld.
 - b) We confirm that any individuals providing services to the inquiry, as applicable, shall not carry out any work related to the subject of the inquiry for any other client for the duration of the inquiry. However, those individuals may consult colleagues who are engaged in such work in order to obtain information from them.
 - c) We confirm that individuals providing services to the inquiry and their immediate families do not own or have a beneficial interest in the shares of the main parties to the inquiry or their suppliers unless such holdings are independently managed (e.g. by a unit trust or pension fund).
 - d) All information acquired by the individuals providing services to the inquiry shall be treated as confidential to the CMA both for the duration of the agreement and thereafter. The individuals shall not communicate it to third parties or other individuals within your firm unless it has already entered the public domain by other means. All documents supplied to us in connection with the inquiry and this agreement, copies of any part of such documents, whether in electronic or material form, and any documents prepared by us which are based on material supplied in connection with this inquiry, must be returned to the CMA at the end of the inquiry, or sooner if requested.
3. The CMA may terminate this contract at any time should it become of the opinion that an actual or potential conflict of interest on our part has arisen. We shall be entitled to remuneration on the basis set out in this letter up to the date of termination save in circumstances where we are in breach of our obligations under the terms of the contract.



WHERE KNOWLEDGE IS POWER

4. It shall be our responsibility to ensure that no conflict of interest arises which might be said to prejudice our independence and objectivity in performing the contract. This responsibility includes all of our senior staff (e.g. directors, and partners) or our personnel whose involvement on the contract with the CMA is not purely mechanical or clerical. If we are at any time in doubt about whether any conflict of interest may exist or arise, we shall notify the CMA forthwith and comply with any directions given with a view to avoiding the conflict.
5. During the period of the contract, and for an **agreed period** after it ends, we would, **except with the prior written consent of the Contract Manager**, be debarred from working for, or having any other interest in, any of the main parties to the inquiry (which is the subject of the Contract) or any of their competitors in the relevant industry. This requirement is made to avoid conflicts of interest.
6. The acceptance of these terms and conditions shall be taken as confirming agreement on all of the above points.



Processing, Personal Data and Data Subjects

Annex 1 (Processing Data)

Processing Personal Data

Definitions

1. In this Schedule, the following words shall have the following meanings:

“Processor Personnel”	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
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Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

- (a) “Controller” in respect of the other Party who is “Processor”;
- (b) “Processor” in respect of the other Party who is “Controller”;
- (c) “Joint Controller” with the other Party;
- (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) and the IDTA which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

- 3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) and the IDTA by the Controller.
- 4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
- 5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and



- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
 - (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*) and the IDTA, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, , which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*) and the IDTA);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - A. are aware of and comply with the Processor's duties under this Annex and the IDTA, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;
 - B. are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - C. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - D. have undergone adequate training in the use, care, protection and handling of Personal Data;
 - (d) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the



Personal Data.

7. Subject to paragraph 8 of this Annex 1, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
 - (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
8. The Processor's obligation to notify under paragraph 7 of this Annex 1 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Annex 1 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
 - (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Annex 1 *and the IDTA*. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.



13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
 - (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Annex 1 *and the IDTA* such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Annex 1 *and the IDTA* 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 incorporated by attachment to the Contract).
16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.