

**SERVICES AGREEMENT FOR THE
PROVISIONS OF PRIVACY ENHANCING
TECHNOLOGIES: MARKET READINESS,
ENABLING AND LIMITING FACTORS**

BETWEEN

THE ROYAL SOCIETY

AND

[SUPPLIER LEGAL ENTITY NAME]

CONTRACT REF 615

DATED

THIS AGREEMENT is made the day of 2021

BETWEEN:

- (1) The Royal Society, a registered charity (registered charity number 207043) governed by Royal Charters and situated at 6-9 Carlton House Terrace, London SW1Y 5AG (the “**Society**” or the “**Charity**”); and
- (2) The “**Supplier**”: <<Insert Supplier’s Name>>, <<Insert Supplier’s corporate details>>, of <<Insert Supplier’s address>>.

The Society has run the procurement process RFQ 615 and the Supplier has offered the Supplier the engagement, and the Supplier has accepted engagement, on the following terms.

It is agreed as follows:

1 Definitions and Interpretation

1.1 In this Agreement, the terms listed below should be interpreted as following:

- | | |
|-----------------------------------|---|
| “Agreement Start Date” | means <<Insert date Agreement starts>>; |
| “Agreement End Date” | means <<Insert date Agreement ends>>; |
| “Authorised Persons” | means, in relation to a party, any of the following only to the extent that they are engaged by that party in connection with the performance of their obligations in connection with the Agreement: its officers, directors, members, partners, employees, consultants, researchers, subcontractors or professional advisers, and any other person who has been previously approved in writing by the other party; |
| “Bribery Laws” | means the Bribery Act 2010 and all other applicable Law in relation to bribery or corruption and any similar or equivalent laws in any other relevant jurisdiction; |
| “Business Day” | means a day other than a Saturday, Sunday or bank or public holiday in England; |
| “Confidential Information” | means all information of a confidential nature (in whatever form) which relates to the Purpose and is received or acquired (whether directly or indirectly) by a party, its Authorised Persons including: <ol style="list-style-type: none"> (a) any know-how, trade secrets, financial, commercial, technical, tactical or strategic information of any kind; |

- (b) all information produced, developed or derived from information disclosed pursuant to this Agreement;
- (c) all information agreed to be, or marked as, confidential;
- (d) any information a party or its Authorised Persons knows, or could reasonably be expected to know, is confidential; and
- (e) the terms and existence of this Agreement,

but excluding any information which:

- (a) is, or was already known or available to a party, otherwise than pursuant to or through breach of any confidentiality obligation owed to the other party;
- (b) is, or becomes, in the public domain other than through any breach of this Agreement (save that any publicly available information shall be classified as Confidential Information where it is compiled in a form that is not in the public domain);
- (c) is disclosed to a party without any obligation of confidence to the other party by an individual or entity which is not itself under or in breach of any obligation of confidentiality;
- (d) is developed by or on behalf of a party in circumstances where the developing party has not had direct or indirect access to the information disclosed by the other party, provided that satisfactory evidence of the same is provided to the disclosing party;
- (e) the parties agree in writing does not constitute Confidential Information;

“Fees”

means the amount to be paid by the Society to the Supplier in consideration of the Services, as set out in Item 4 of Schedule 1;

“Force Majeure”

means an event outside a party’s reasonable control including, any Act of God, fire, war or riot excluding:

- (a) any event which was reasonably foreseeable by it, to the extent that it could reasonably have avoided the relevant event;
- (b) any strike, lock-out or industrial dispute involving any of its own personnel;
- (c) the financial failure or other failure in performance of a sub-contractor, to the extent that in turn the same does not result from an event beyond the reasonable control of the relevant sub-contractor;

“Insolvency Event”

means, in relation to a party, that party suffering or being subject to any of the following events:

- (a) the party stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
- (b) the party is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the other party reasonably believes that to be the case;
- (c) the party is subject to a moratorium under Part A1 of the Insolvency Act 1986, a company voluntary arrangement under the Insolvency Act 1986, a restructuring plan under Part 26A of the Companies Act 2006 or a scheme of arrangement under Part 26 of the Companies Act 2006;
- (d) the party has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income or has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
- (e) the party has a resolution passed for its winding up;
- (f) the party has a freezing order made against it;
- (g) an event occurs which is analogous to any of the foregoing events anywhere in the world; or
- (h) the party takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the other events or procedures described in this definition, including, but

not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process;

“Intellectual Property Rights” means patents, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, rights to goodwill and to sue for passing off and unfair competition, rights in designs, rights in computer software, database rights, 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 (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;

“Law” means:

- (a) any law, statute, regulation, by-law or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the Services are provided to or in respect of;
- (b) the common law and laws of equity as applicable to the parties from time to time;
- (c) any binding court order, judgment or decree;
- (d) any applicable industry code, policy or standard; or
- (e) any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party or any of that party’s assets, resources or business;

“Services” means the provision of services as set out in Schedule 1 – The Services;

“Supplier” means the Supplier means [Insert name of Supplier], including its Authorised Persons; and

“Works”

any design, artwork, drawing, code, document, invention, packaging, idea, concept, database, leaflets, brochures, posters, web banners, PDFs, other electronic media, other printed materials or similar work product.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 Words in the singular shall include plural and vice versa.
- 1.4 A reference to writing or written includes e-mails.
- 1.5 Any words that follow ‘include’, ‘includes’, ‘including’, ‘in particular’ or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words.
- 1.6 Any obligation in this Agreement on a person not to do something includes an obligation not to agree, allow or permit that thing to be done.
- 1.7 Any reference to a statutory provision shall be read as a reference to that provision as amended, re-enacted, or modified by other provisions from time to time.

2 Term

- 2.1 This Agreement commences on the Agreement Start Date and, unless terminated earlier in accordance with the terms of this Agreement, shall continue until the Agreement End Date (the **“Initial Term”**) whereupon it shall automatically terminate unless the parties agree to extend the provision of the Services for a further period in accordance with the provisions of clause **Error! Reference source not found.** (in each case, the **“Term”**).
- 2.2 The parties may agree to extend the term of this Agreement for a further period beyond the Initial Term by written agreement before the expiry of the Initial Term.

3 Description of the Services to be provided

- 3.1 During the Term, the Supplier agrees to supply, and the Society agrees to purchase, the Services on the terms set out in this Agreement.
- 3.2 The Services to be delivered by the Supplier are detailed in Schedule 1 – The Services.
- 3.3 Changes to the Services must be agreed in writing, in a revised Schedule signed by both parties.
- 3.4 Any Services or other work performed by the Supplier and/or its Authorised Persons which have not been agreed in accordance with the provisions of this clause 3 shall be undertaken entirely at the expense and liability of the Supplier.

4 Obligations of the Supplier

- 4.1 Throughout the period of this Agreement the Supplier shall:
- 4.1.1 perform the Services in accordance with the terms of this Agreement;
 - 4.1.2 co-operate with the Society in all matters arising under this Agreement or otherwise relating to the performance of the Services;
 - 4.1.3 promptly inform the Society of any circumstances that might lead to the provision of the Services being delayed or additional work required to deliver the agreed outcomes as set out in Schedule 1 – The Services;
 - 4.1.4 not at any time make any untrue or misleading statements relating to the Society;
 - 4.1.5 not transfer its obligations to a sub-contractor or third party without prior written approval from the Society; and
 - 4.1.6 obtain and maintain all necessary licences, permits and consents required to enable it to perform the Services and otherwise comply with its obligations under this Agreement.
- 4.2 The Supplier shall ensure that it has sufficient, suitable, experienced and appropriately qualified personnel to perform this Agreement.
- 4.3 The Supplier shall perform the Services in accordance with any timescales specified for their performance. Services which do not have specified timescales shall be performed by the Supplier as soon as possible but, in any event, within a reasonable period of time.

5 Warranties of the Supplier

- 5.1 The Supplier represents and warrants that:
- 5.1.1 it shall perform the Services as specified in Schedule 1 – The Services in an expert and diligent manner and to the best of its ability;
 - 5.1.2 it has the right, power and authority to enter into this Agreement and in entering into this Agreement and performing the Services or any other obligations arising under the Agreement, it shall not be in breach of any contract or other obligation;
 - 5.1.3 the Services shall comply with all applicable Law;
 - 5.1.4 the Services and the Works will conform with the description contained in Schedule 1 – The Services;
 - 5.1.5 the Services and the Works shall not infringe the Intellectual Property Rights of

any third party; and

5.1.6 the Services and the Works shall be fit for any purpose held out by the Supplier.

5.2 Without limiting any other remedies to which it may be entitled, the Society may reject any of the Services or the Works that do not comply with clause 5.1 and the Supplier shall, at the Society's option, promptly remedy, re-perform or refund the Fees in respect of any such Services or Works.

5.3 The provisions of this Agreement shall apply to any of the Services and related Works that are remedied, re-performed or redelivered pursuant to clause 5.2.

5.4 The provisions of this clause 5 are in addition to, and are not exclusive of, any other rights and remedies to which the Society may be entitled, and the warranties and conditions implied by the Sale of Goods Act 1979 or the Supply of Goods and Services Act 1982 are not excluded.

6 Conflicting Activities

6.1 During the Term, the Supplier shall not undertake any activities which in the reasonable opinion of the Society may conflict with the Services or the values of the Society or could cause harm to the reputation of the Society, including partnerships and or/promotion of tobacco companies and products.

7 Access, Facilities & Insurance

7.1 The Society shall allow the Supplier such access to the Society's premises as is necessary for the Supplier to perform the Services.

7.2 The Supplier shall comply with the Society's Health and Safety Requirements (as specified in Item 5 of The Services) and regulations for the premises concerned.

7.3 The Supplier will be expected to provide their own equipment and administrative support.

7.4 The Society will only make available to the Supplier the facilities as set out in Schedule 1 - The Services.

7.5 The Supplier shall take out and maintain adequate insurance with a reputable insurer to cover its liabilities arising under or in connection with this Agreement.

7.6 The Supplier shall on the reasonable request of the Society, but not more than once in any 12 month period, provide reasonable evidence that the insurance is in force.

8 Fees and Expenses

8.1 Subject to clause 8.2, the Society shall pay to the Supplier on receipt of invoice:

- 8.1.1 the Fees as set out in Schedule 1 - The Services; and
- 8.1.2 any amounts for any additional services as agreed in accordance with clause 8.5.
- 8.2 Fees will only be payable to the extent that the Services are provided as set out in Schedule 1 – The Services, within the agreed timetable (if applicable) and to an acceptable quality (as reasonably determined by the Society).
- 8.3 The Supplier shall email its invoices in accordance with Schedule 1 – The Services, Item 4 with the allocated purchase order in PDF format to finance.scan@royalsociety.org.
- 8.4 The Society shall pay all undisputed invoices:
 - 8.4.1 in full in cleared funds within 30 days of receipt of each invoice; and
 - 8.4.2 to the bank account nominated by the Supplier.
- 8.5 The Society shall reimburse the Supplier for those expenses approved in advance, on presentation of original receipts, which may be properly and necessarily incurred for the purpose of providing the Services as set out in Schedule 1 - The Services shall comply with the Society's Travel and Expenses Policy.

9 Late Payment

- 9.1 If the Society fails to make any payment due, the Supplier shall be entitled to charge the Society interest on the amount unpaid, at the rate of two per cent per annum above base rate as published by The Bank of England from the date at which the invoice is due until payment is made in full.

10 Intellectual Property Rights

- 10.1 The Supplier hereby assigns absolutely with full guarantee and irrevocably all the present and future Intellectual Property Rights subsisting in the Services and in all the Works and all other materials created by the Supplier pursuant to this Agreement.
- 10.2 The Society grants (and shall procure the grant) to the Supplier of a royalty-free, non-exclusive, non-transferable licence during the Term to use the Society's Intellectual Property Rights solely to the extent necessary for performing the Services in accordance with this Agreement.
- 10.3 The Supplier shall not, without the Society's prior written consent, use the Society's Intellectual Property Rights for any other purpose or for the benefit of any person other than the Society.
- 10.4 Neither party shall have any right to use any of the other party's names, logos or trade

marks on any of its products or services without the other party's prior written consent.

- 10.5 The Supplier shall and shall use all reasonable endeavours to procure that any necessary third party shall, at the Supplier's cost, execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

11 Data Protection

- 11.1 On or around the date of this Agreement, the parties shall enter into an agreement in respect of the processing of personal data in connection with the performance of obligations, and the exercise of rights, under this Agreement.
- 11.2 The Supplier shall only process personal data in connection with the performance of obligations, and the exercise of rights, under this Agreement, in accordance with the agreement referred to in clause 11.1.

12 Confidentiality

- 12.1 Each party to the Agreement shall at all times keep confidential (and ensure that its Authorised Persons keep confidential) the Confidential Information which it receives from the other party before or during the Term and shall not disclose such Confidential Information except as permitted by clause 12.2.
- 12.2 It is agreed that a party may:
- 12.2.1 disclose any Confidential Information as may be required by law, any court, any governmental, regulatory or supervisory authority (including any securities exchange) or any other authority of competent jurisdiction to be disclosed; and
 - 12.2.2 use the Confidential Information only to perform any obligations under this Agreement.
- 12.3 This clause 12 shall bind the parties during the Term and for a period of five years following termination of this Agreement.

13 Limitation of liability

- 13.1 The extent of the parties' liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 13.
- 13.2 Subject to clause 13.3, neither party shall be liable for consequential, indirect or special losses.
- 13.3 Notwithstanding any other provision of this Agreement, the liability of the parties shall not be limited in any way in respect of the following:

13.3.1 death or personal injury caused by negligence;

13.3.2 fraud or fraudulent misrepresentation;

13.3.3 any other losses which cannot be excluded or limited by applicable law.

14 Indemnities

14.1 The Supplier shall indemnify the Society from all claims, liabilities costs, proceedings, damages and expenses awarded against, or incurred by, the Society as a result of:

14.1.1 any infringement of any third party's Intellectual Property Rights or other rights arising out of the supply of the Services; or

14.1.2 any breach or negligent or delayed performance of this Agreement by the Supplier.

14.2 The provisions of this clause 14 shall survive termination of this Agreement, however arising.

15 Termination

15.1 Either party may terminate this Agreement at any time by giving the other party not less than 30 days' notice in writing or, in the case of the Society, by giving 30 days' notice verbally to the Supplier which is confirmed by the Society in writing within seven days.

15.2 The Society may terminate this Agreement at any time by giving notice in writing to the Supplier, or by giving notice verbally to the Supplier which is confirmed by the Society in writing within seven days, if the Supplier:

15.2.1 commits any material or persistent breach of this Agreement and, in the case of a breach which is capable of remedy, fails to remedy it within 21 days' after receiving written notice from the Society requiring the Supplier to do so;

15.2.2 becomes incapable, for any reason, of providing the Services;

15.2.3 suffers an Insolvency Event; and

15.2.4 does, or omits to do, anything which, in the reasonable opinion of the Society, has brought or is likely to bring the Society's reputation into disrepute.

15.3 The Supplier may terminate this Agreement by giving written notice to the Society if the Society:

15.3.1 commits any material or persistent breach of this Agreement and, in the case of a breach which is capable of remedy, fails to remedy it within 21 days' after receiving written notice from the Supplier requiring the Society to do so; or

15.3.2 suffers an Insolvency Event.

16 Anti-bribery

16.1 For the purposes of this clause 16 the expressions “**Adequate Procedures**” and “**Associated With**” shall be construed in accordance with the Bribery Act 2010 and guidance published under it.

16.2 The Supplier shall ensure that it and each person referred to in clauses 16.2.1 to 16.2.3 (inclusive) does not, by any act or omission, place the Society in breach of any Bribery Laws. The Supplier shall comply with all applicable Bribery Laws in connection with the performance of the Services and the performance of its obligations under this Agreement, ensure that it has in place Adequate Procedures to prevent any breach of this clause 16 and ensure that:

16.2.1 all of the Supplier’s Authorised Persons and all direct and indirect sub-contractors of the Supplier;

16.2.2 all others Associated With the Supplier; and

16.2.3 each person employed by or acting for or on behalf of any of those persons referred to in clauses 16.2.1 and/or 16.2.2,

involved in the performance of the Services and the performance of its obligations under this Agreement so comply.

16.3 Without limitation to clause 16.2, the Supplier shall not make or receive any bribe (which term shall be construed in accordance with the Bribery Act 2010) or other improper payment or advantage, or allow any such bribe or improper payment or advantage to be made or received on its behalf, either in the United Kingdom or elsewhere, and will implement and maintain Adequate Procedures to ensure that such bribes or improper payments or advantages are not made or received directly or indirectly on its behalf.

16.4 The Supplier shall immediately notify the Society as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 16.

17 Anti-slavery

17.1 The Supplier undertakes, warrants and represents that:

17.1.1 neither the Supplier nor any of its officers, employees, agents or sub-contractors:

(a) has committed an offence under the Modern Slavery Act 2015 (an “**MSA Offence**”); or

- (b) has been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
- (c) is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

17.1.2 it shall comply with the Modern Slavery Act 2015 and the Society's modern slavery policy notified to the Supplier from time to time;

17.1.3 it shall notify the Society immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or sub-contractors have breached or potentially breached any of the Supplier's obligations under clause 17. Such notice shall set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations.

18 Effects of Termination

18.1 On the termination of this Agreement for any reason:

18.1.1 the accrued rights and liabilities of the parties (including any rights in relation to breaches of contract) shall not be affected;

18.1.2 the Society has the right to offset sums owed to the Supplier against any damages it has suffered as a result of the breach of this Agreement;

18.1.3 the Supplier shall promptly invoice the Society for all of the Services performed but not yet invoiced and/or refund any sums paid in advance for any Services not performed;

18.1.4 each party shall immediately cease to use, either directly or indirectly, any Confidential Information, and shall destroy or return to the other party any documents in its possession or control which contain or record any Confidential Information; and

18.1.5 the Supplier must not represent themselves as being a supplier to, or connected with the, Society in any way.

18.2 Any clauses in this Agreement that are expressly stated, or by implication intended, to apply after termination of this Agreement shall continue in full force and effect after such termination.

19 Events beyond the parties' control (Force Majeure)

19.1 [The Society has offered, and the Supplier has entered the Agreement during the

COVID-19 pandemic (the “Pandemic”) and the Supplier confirms that it shall deliver Services as stated in Schedule 1 – The Services in accordance with all rules and guidance issued UK Government (“Guidance”) as a result of the Pandemic.

19.2 If any amendment to the Guidance after the date of this Agreement has a real, or potential effect on the Supplier’s capacity to deliver the Services, the Supplier shall notify the Society immediately. The parties will come to mutual agreement as to how to manage the impact of amendment(s) or if no reasonable and cost effective solution can be agreed, either party may terminate this Agreement immediately by notice in writing.]

19.3 A party shall not be liable if delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, provided that it:

19.3.1 promptly notifies the other of the Force Majeure event and its expected duration;
and

19.3.2 uses reasonable endeavours to minimise the effects of that event.

19.4 If, due to Force Majeure, a party

19.4.1 is or is likely to be unable to perform a material obligation; or

19.4.2 is or is likely to be delayed in or prevented from performing its obligations for a period of more than 3 months

either party may terminate this Agreement on not less than four weeks’ written notice.

20 Variation

20.1 No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.

21 Relationship of Parties

21.1 Nothing in this Agreement shall create, or be deemed to create, a partnership, the relationship of principal and agent, or the relationship of employee and employer between the parties.

22 No Waiver

22.1 No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

23 Conflicts within agreement

23.1 In the event of any conflict or inconsistency between different parts of this Agreement, the following descending order of priority applies:

23.1.1 the terms and conditions in the main body of this Agreement;

23.1.2 the Schedules.

23.2 Subject to the above order of priority between documents, later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them.

24 Severance

24.1 If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.

25 Entire Agreement

25.1 This Agreement contains the entire agreement between the parties and supersedes and replaces all previous agreements and understandings between the parties.

25.2 Each party acknowledges that, in entering into this Agreement, it is not relying on any representation, warranty, pre-contractual statement or other provision except as expressly provided in this Agreement.

26 Non – Assignment

26.1 The Supplier may not assign the benefit or burden of this Agreement without the prior written consent of the Society.

27 Third Party Liability

27.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

28 Notices and Services

28.1 All notices to be given under this Agreement by either party to the other shall be in writing and shall either be delivered personally or sent by first class post or by email.

28.2 Any personally delivered notice shall be deemed received on the day it was delivered if it was delivered on a Business Day before 5.00pm, and otherwise at 9am on the next Business Day. Any notice sent by first class post shall be deemed received five Business Days after the date of posting. Any notice sent by email shall be deemed received on receipt of a read receipt email from the correct address.

28.3 All notices to be given under clause shall be delivered to the other party:

28.3.1 in the case of the Society, to its registered or principal office; or email to [insert email address] and Procurement@royalsociety.org

28.3.2 in the case of the Supplier, to its registered or principal office or, in the case of an individual, to their last known residential address, or email to [insert email address]

or to such other address as may be notified to a party by the other party in writing from time to time.

29 Applicable Law and Jurisdiction

29.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

29.2 The parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

AS WITNESS by the signatories below this Agreement has been duly executed as detailed above

SIGNED by <<Insert name and position of person signing for Company>> for and on behalf of The Royal Society

Signature:

Date:

SIGNED by <<Insert Consultant's Delegate's name and position>> For and on behalf of [Insert company name]

Signature:

Date:

1 SCHEDULE 1 - THE SERVICES

1. BACKGROUND OF THE ROYAL SOCIETY AND THE PROJECT/PROGRAMME

[The Royal Society](#) is the national academy for science in the UK. It is a self-governing Fellowship of many of the world's most distinguished scientists who are elected based on their scientific work. The Society is over 350 years old, and its Fellowship includes names such as Newton, Darwin and Hawking as well as current names such as Dame Uta Frith, Dame Julia Higgins, Sir Venki Ramakrishnan and current Royal Society President, Sir Adrian Smith. The Fellowship embraces the work of discovery scientists and applied scientists and covers the full range of scientific disciplines.

The Society's fundamental purpose, reflected in its founding Charters of the 1660s, is to recognise, promote, and support excellence in science and to encourage the development and use of science for the benefit of humanity. The Society has played a part in some of the most fundamental, significant, and life-changing discoveries in scientific history and Royal Society scientists continue to make outstanding contributions to science in many research areas.

Our priorities are promoting excellence in science; supporting international collaboration; and demonstrating the importance of science to everyone.

The Royal Society's [Data Programme](#) is developing policy and promoting debate that helps the UK safely and rapidly realise the growing benefits of data and digital technologies. In 2019, the Royal Society launched the report [Protecting privacy in practice: The current use, development and limits of Privacy Enhancing Technologies in data analysis](#). One of our activities following from this report is an exploration of the status and role of Privacy Enhancing Technologies (PETs): technologies or conceptual approaches that allow the derivation of useful insights from data without requiring full data access.

The Society launched a refresher project to update the 2019 report, which shall be published in late 2021. This will include an updated review of PETs applications, legal/regulatory concerns, and an illustrative set of use cases.

The Supplier has been engaged to undertake this commissioned research as a keystone of our evidence gathering for this project; and it shall inform our understanding of the current state of PETs usage and identifying key user needs with regard to PETs.

2. DESCRIPTION OF SERVICES

The Royal Society's [Data Programme](#) is developing policy and promoting debate that helps the UK safely and rapidly realise the growing benefits of data and digital technologies. In 2019, the Royal Society launched the report [Protecting privacy in practice: The current use, development and limits of Privacy Enhancing Technologies in data analysis](#). One of our activities following from this report is an exploration of the status and role of Privacy Enhancing Technologies (PETs): technologies or conceptual approaches that allow the derivation of useful insights from data without requiring full data access.

The Society launched a refresher project to update the 2019 report, which shall be published in late 2021. This will include an updated review of PETs applications, legal/regulatory concerns, and an illustrative set of use cases.

The successful Supplier shall undertake this commissioned research as a keystone of our evidence gathering for this project; and it shall inform our understanding of the current state of PETs usage and identifying key user needs with regard to PETs.

The successful Supplier shall undertake market research that will outline the uptake of PETs in a range of organisations. This includes the enabling and inhibiting factors that encourage or

prevent the use of PETs in various contexts. Industries to be reviewed include finance, health and life sciences, defence, telecommunications, and the public sector.

The findings of the successful Supplier shall elucidate what kinds of PETs or privacy enhancing approaches are in established use (including but possibly expanding on those listed below), and the 'market readiness levels' (as opposed to 'technology readiness levels') in different sectors.

Audience

The main audience for this review is the Royal Society policy team and expert participants in project workshops. The Royal Society and its partners at the Alan Turing Institute shall provide feedback on this research as it develops, with additional input from our PETs Working Group and collaborators. This will include the Centre for Data Ethics and Innovation, who have provided financial support for this project.

The peer review process may include written comments from the Working Group, collaborators, and Royal Society staff, with the latter acting as primary point of contact for the supplier.

Objectives and research questions

The aim of the completed Services is to inform our wider report. It shall provide context and shall also highlight the needs of our target audience so that we can address them through this work.

As part of this research, the Society seek examples of successful PETs implementation in various organisations. The Society is also interested in organisations who might want to use PETs, but have been unable to do so. In both, cases the Society seeks the successful Supplier to explore enabling and hindering factors, as well as context:

- a) organisations' overarching data strategies / aims,
- b) capabilities required to reach these aims,
- c) their privacy requirements and
- d) PETs considered (if any).

PETs in this research refer to a range of technological approaches enabling the derivation of useful results from data without giving other people access to all of the data. This includes:

- a) homomorphic encryption,
- b) trusted execution environments,
- c) zero knowledge proofs,
- d) differential privacy,
- e) synthetic data,
- f) secure multi-party computation and
- g) federated learning.

The research undertaken by the successful Supplier shall assess 'market readiness' and demand for PETs in answering the following questions:

- a) What success cases for PETs exist in UK organisations?
- b) What technological safeguards have organisations considered as part of their data strategy, to use or share safely sensitive data?
- c) Have these organisations considered approaches such as homomorphic encryption, differential privacy or other PETs? If so, how well did these address their privacy and data sensitivity requirements?

- d) What concerns, barriers or challenges have prevented the use of PETs in organisations that have considered them?
- e) How well did PETs suppliers meet / respond to the needs of organisations that have considered them?
- f) In cases where PETs are in use, what assurance was needed in order to implement PETs?, and
- g) What technical / legal / ethical factors hindered or enabled their use of PETs?

The successful Supplier shall be responsible for the delivery of two outputs:

- 1) *A methodology brief* (about 800 words) to be agreed prior to data collation. This will detail the research / analytical approach, sampling, and any safeguarding considerations. Draft data collection tools are to be included as appendices for review (e.g., survey questionnaires).
- 2) *a paper outlining findings to answer the research questions* above (about 6500 words). It should include an executive summary and focus principally on findings, with a brief discussion outlining an analysis of the findings. The discussion section should include a 'taxonomy of concerns' detailing a typology of user concerns that emerge through this research. This output will be reviewed by a steering group of experts from academia, industry and the public sector. Revisions / edits will be expected according to a timeline to be agreed with the supplier. Any references should be inserted in the text and footnoted using Royal Society style (to be provided).

Raw data will be requested (.xls / .doc format is sufficient).

3. TIME FOR COMPLETION OF SERVICES

- 3.1 The Supplier shall complete the Services detailed in Item 2 in accordance with the below timeframe.

	KEY STAGE/PHASE	DELIVERABLE	DATE DUE
1	Inception	Kick off meeting	w/c 15 November 2021
2	Preparatory	Methodology brief	19 November 2021
3	Data collection and drafting	Draft report submitted	15 December 2021
4	Finalising the draft	Final report submitted	22 December 2021

- 3.2 Fees will only be payable upon satisfactory delivery of the outputs.

4. FEES

- 4.1 The Society shall pay the Supplier's fees in accordance with clause 4 of the Agreement and upon satisfactory delivery of milestones at Item 3.1, Schedule 1.

	KEY STAGE/PHASE	SOCIETY'S PURCHASE ORDER NO.	DATE FEES DUE	FEES (VAT EXCLUSIVE)
1		[XXXXXX]	DD Month YYYY	£0.00
2		[XXXXXX]	DD Month	£0.00

	KEY STAGE/PHASE	SOCIETY'S PURCHASE ORDER NO.	DATE FEES DUE	FEES (VAT EXCLUSIVE)
			YYYY	
3		[XXXXXX]	DD Month YYYY	£0.00
4		[XXXXXX]	DD Month YYYY	£0.00
5		[XXXXXX]	DD Month YYYY	£0.00
6		[XXXXXX]	DD Month YYYY	£0.00
	Sub-Total Agreement Amount(VAT Exclusive)			£0.00
	VAT Amount (If applicable)			£0.00
	Total Agreement Amount (VAT Inclusive)			£0.00

- 4.2 The Royal Society shall pay invoices on a 30-day payment terms subject to the receipt of a valid invoice quoting the provided Purchase Order (PO) Number and emailed to finance.scan@royalsociety.org in PDF format.