



Our ref: CR_238
Date: 26/02/2020

Dear IPSOS MORI,

Award of Agreement: Investor Journey Mapping Research

This letter (Award Letter) and Agreement set out the terms of the Agreement between The Department for International Trade as the Customer and IPSOS MORI as the Contractor for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of the Agreement. In the event of any conflict between this Award Letter and the Agreement, this Award Letter shall prevail. Please do not attach any Contractor's terms and conditions to this Award Letter as they will not be accepted by the Customer and may delay conclusion of the Agreement.

For the purposes of the Agreement, the Customer and the Contractor agree as follows:

- 1) The charges for the Services shall be as set out in Appendix 2 of the Agreement
- 2) The Specification of the Services to be supplied as set out in Appendix 1 of the Agreement.
- 3) The Term shall have deemed to commence on 25th February 2020 and the Expiry Date shall be 30th July 2020.
- 4) The address for notices of the Parties are:

Customer

The Department for International Trade
3 Whitehall Place
London
SW1A 2AW

Attention:
Email:

Contractor

Attention: SUPPLIER CONTACT
Email:

5) The following persons are Key Personnel for the purposes of the Agreement:

6) The Customer may require the Contractor to ensure that any person employed in the provision of the 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 the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a “**Relevant Conviction**”), or is found by Contractor 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.

Payment

All invoices should be sent, quoting a valid purchase order number (PO Number), to:

Department for International Trade

c/o UK SBS, Queensway House

West Precinct

Billingham

TS23 2NF

Email : ap@uksbs.co.uk

Telephone: 03332079122

Within ten (10) Working Days of receipt of your acceptance of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

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@services.uksbs.co.uk or by telephone 0333 207 9122 between 08:30-17:00 Monday to Friday.

Liaison

For general liaison your contact will continue to be Caroline Keim
Caroline.Keim@trade.gov.uk

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. Please confirm your acceptance of the award of this Agreement by signing and returning the enclosed copy of this letter to _____ at the address shown below within seven (7) days from the date of this letter. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this Agreement.

Yours sincerely

COMMERCIAL MANAGER
Commercial Team
Commercial, Finance and Corporate Services
Department for International Trade
Windsor House
50 Victoria Street
London SW1H 0TL

E-mail:

We accept the terms set out in this letter and Agreement

Signed for and on behalf of IPSOS MORI

Name:

Job Title: Research Director

Signature:

Date: 26 February 2020

Signed for and on behalf of the Department for International Trade

Name:

Job Title: Head of Commercial

Signature:

Date: 6 March 2020



Department for
International Trade

Contract

**Contract for the delivery of Investor Journey
Mapping Research Services by IPSOS MORI
to The Department for International Trade**

Ref: CR_238

25/02/2020

1. Interpretation

1.1 In these terms and conditions:

Term	Description
“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Contractor constituted by the Contractor’s acceptance of the Award Letter;
“Award Letter”	means the letter from the Customer to the Contractor printed above these terms and conditions;
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: Government Department; Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); Non-Ministerial Department; or Executive Agency;
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Contractor”	means the person named as Contractor in the Award Letter;
“Controller”	take the meaning given in the GDPR
“Customer”	means the person identified in the letterhead of the Award Letter;

“Data Loss Event”	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
“Data Protection Impact Assessment”	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act (DPA) 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
“Data Protection Officer”	take the meaning given in the GDPR;
“Data Subject”	take the meaning given in the GDPR;
“Data Subject Request”	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“FOIA”	means the Freedom of Information Act 2000;
“GDPR”	the General Data Protection Regulation (<i>Regulation (EU) 2016/679</i>);
“Information”	has the meaning given under section 84 of the FOIA;
“Joint Controllers”	where two or more Controllers jointly determine the purposes and means of processing;
“Law”	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Processor is bound to comply;

“LED”	Law Enforcement Directive (<i>Directive (EU) 2016/680</i>);
“Party”	the Contractor or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	take the meaning given in the GDPR;
“Personal Data Breach”	take the meaning given in the GDPR;
“Processor”	take the meaning given in the GDPR;
“Processor Personnel”	means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement;
“Protective Measures”	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Schedule 1;
“Purchase Order Number”	means the Customer’s unique number relating to the order for Goods to be supplied by the Contractor to the Customer in accordance with the terms of the Agreement;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	Means the services to be supplied by the Contractor to the Customer under the Agreement;
“Specification”	means the specification for the Services to be supplied by the Contractor to the Customer as specified in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor of the

	Contractor engaged in the performance of the Contractor's obligations under the Agreement;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where applicable, the Customer's procedures for the vetting of personnel as provided to the Contractor from time to time;
"Sub-processor"	any third Party appointed to process Personal Data on behalf of that Processor related to this Agreement;
"Term"	Means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

- 1.2 In these terms and conditions, unless the context otherwise requires:
- 1.3 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.4 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.5 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.6 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.7 the word 'including' shall be understood as meaning 'including without limitation'.

2. Basis of Agreement

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.

- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Contractor on receipt by the Customer of a copy of the Award Letter countersigned by the Contractor within seven (7) days of the date of the Award Letter.

3. Supply of Services

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Contractor shall supply the Services to the Customer subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Contractor shall co-operate with the Customer in all matters relating to the supply of the Services and comply with all the Customer's instructions.
- 3.3 The Contractor shall supply the Services in accordance with the Specification.
- 3.4 The Contractor shall perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Contractor's industry, profession or trade; use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Contractor's obligations are fulfilled in accordance with the Agreement; and provide all equipment, tools and vehicles and other items as are required to provide the Services.

4. Term

- 4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the Agreement for a period of up to six (6) months by giving not less than ten (10) Working Days' notice in writing to the Contractor prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5. Charges, Payment and Recovery of Sums Due

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Contractor in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Contractor directly or indirectly incurred in connection with the performance of the Services.

- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Contractor a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Contractor shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Contractor, the Customer shall pay the Contractor the invoiced amounts no later than thirty (30) days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Contractor shall not suspend the supply of the Services unless the Contractor is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Contractor interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Contractor enters into a sub-contract, the Contractor shall include in that sub-contract:
- 5.9 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
- 5.10 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
- 5.11 In this clause 5.8, "sub-contract" means a contract between two or more Contractors, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.12 If any sum of money is recoverable from or payable by the Contractor under the Agreement (including any sum which the Contractor is liable to pay to the Customer

in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Contractor under the Agreement or under any other agreement or contract with the Customer. The Contractor shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6. Premises and equipment

- 6.1 If necessary, the Customer shall provide the Contractor with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Contractor or the Staff shall be at the Contractor's risk.
- 6.2 If the Contractor supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Contractor shall vacate the Customer's premises, remove the Contractor's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Contractor shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Contractor or any Staff, other than fair wear and tear.
- 6.3 If the Contractor supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Contractor shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Contractor's premises, the Contractor shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Contractor and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.

- 6.7 The Contractor shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Contractor or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Contractor or relevant Staff unless the Customer is notified otherwise in writing within five (5) Working Days.

7. Staff and Key Personnel

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Contractor:
- a. refuse admission to the relevant person(s) to the Customer's premises;
 - b. direct the Contractor to end the involvement in the provision of the Services of the relevant person(s); and/or
 - c. require that the Contractor replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,
 - d. and the Contractor shall comply with any such notice.
- 7.2 The Contractor shall:
- a. ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - b. if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
 - c. procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8. Assignment and sub-contracting

- 8.1 The Contractor shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Contractor shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 8.2 Where the Customer has consented to the placing of sub-contracts, the Contractor shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Contractor provided that such assignment, novation or disposal shall not increase the burden of the Contractor's obligations under the Agreement.

9. Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Customer to the Contractor for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Contractor a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Contractor to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Contractor pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Contractor. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Contractor by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Contractor hereby grants the Customer:
- 9.4 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and

- 9.5 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
- 9.6 any intellectual property rights vested in or licensed to the Contractor on the date of the Agreement; and
- 9.7 any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,
- 9.8 including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.
- 9.9 The Contractor shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Contractor or any Staff.

10. Governance and Records

- 10.1 The Contractor shall:
- a. attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
 - b. submit progress reports to the Customer at the times and in the format specified by the Customer.
- 10.2 The Contractor shall keep and maintain until six (6) years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Contractor shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11. Confidentiality, Transparency and Publicity

- 11.1 Subject to clause 11b, each Party shall:

- a. treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
- b. not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

- a. where disclosure is required by applicable law or by a court of competent jurisdiction;
- b. to its auditors or for the purposes of regulatory requirements;
- c. on a confidential basis, to its professional advisers;
- d. to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- e. where the receiving Party is the Contractor, to the Staff on a need to know basis to enable performance of the Contractor's obligations under the Agreement provided that the Contractor shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause shall observe the Contractor's confidentiality obligations under the Agreement; and

11.3 where the receiving Party is the Customer:

- a. on a confidential basis to the employees, agents, consultants and contractors of the Customer;
- b. on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
- c. to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- d. in accordance with clause 11.2.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.

- 11.4 The Parties acknowledge that, except for any Information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Contractor hereby gives its consent for the Customer to publish the Agreement in its entirety to the general public (but with any Information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Contractor to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
- 11.5 The Contractor shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

12. Freedom of Information

- 12.1 The Contractor acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
 - 12.1.2 transfer to the Customer all Requests for Information relating to the Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
 - 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 12.2 The Contractor acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Contractor or the Goods (including commercially sensitive information) without consulting or obtaining consent from the Contractor. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Contractor advance notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure

12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Contractor or the Goods is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13. Data Protection

13.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor unless otherwise specified in Schedule 1. The only processing that the Processor is authorised to do is listed in Schedule 1 by the Controller and may not be determined by the Processor.

13.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

13.3 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 operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (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.

13.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- (a) process that Personal Data only in accordance with Schedule 1, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, 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 Data Loss Event;

- (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 this Agreement (and in particular Schedule 1;
 - (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 clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (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 this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the 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 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;
- (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 Agreement unless the Processor is required by Law to retain the Personal Data.

13.5 Subject to clause 13.6, the Processor shall notify the Controller immediately if it:

- (a) receives a Data Subject Request (or purported Data Subject 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 this Agreement;
- (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 Data Loss Event.

13.6 The Processor's obligation to notify under clause 13.5 shall include the provision of further information to the Controller in phases, as details become available.

13.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 13.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly 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 the Controller to comply with a Data Subject 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 Data Loss Event;
- (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.

13.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. 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 GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or

(d) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

13.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

13.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.

13.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:

(a) notify the Controller in writing of the intended Sub-processor and processing;

(b) obtain the written consent of the Controller;

(c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 13 such that they apply to the Sub-processor; and

(d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

13.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

13.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause 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 this Agreement).

13.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

13.15 Where the Parties include two or more Joint Controllers as identified in Schedule 1 in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Schedule 2 in replacement of Clauses 13.1-13.14 for the Personal Data under Joint Control.

14. Liability

14.1 Neither party shall be responsible for any injury, loss, damage, cost or expense suffered by the other party if and to the extent that it is caused by the negligence or wilful misconduct of such party or by breach by such party of its obligations under the Agreement.

14.2 Subject always to clauses 14.3 and 14.4:

14.2.1 the aggregate liability of the Contractor in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Contractor; and

14.2.2 the aggregate liability of the Contractor in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to the Charges paid or payable to the Contractor; and except in the case of claims arising against the Contractor under clauses 9.4 and 18.3, in no event shall either party be liable to the other for any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Contractor's liability under the indemnity in clause 9.9 shall be unlimited

15. Force Majeure

The Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

The Customer shall not accept that EU exit is either a force majeure event or a frustration event, as the likely consequences of this process have been widely aired in public for some time, all suppliers have had ample time to plan for continuation of service and performance of contracts will still be possible in most cases.

16. Termination

- 16.1 The Customer may terminate the Agreement at any time by notice in writing to the Contractor to take effect on any date falling at least 1 month (or, if the Agreement is less than three (3) months in duration, at least ten (10) Working Days) later than the date of service of the relevant notice.
- 16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Contractor with immediate effect if the Contractor:
- 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
 - 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
 - 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Contractor receiving notice specifying the breach and requiring it to be remedied;
 - 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;
 - 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Contractor (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Contractor's assets or business, or if the Contractor makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
 - 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.

- 16.3 The Contractor shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Contractor may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Contractor shall:
- 16.6.1 give all reasonable assistance to the Customer and any incoming Contractor of the Services; and
 - 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17. Compliance

- 17.1 Without The Contractor shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Contractor in the performance of its obligations under the Agreement.
- 17.2 The Contractor shall:
- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
 - 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 The Contractor shall:
- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Contractor from time to time; and

17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.

17.4 The Contractor shall supply the Services in accordance with the Customer's environmental policy as provided to the Contractor from time to time.

17.5 The Contractor shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

17.6 the Official Secrets Acts 1911 to 1989; and

17.7 section 182 of the Finance Act 1989

18. Prevention of Fraud and Corruption

18.1 The Contractor shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

18.2 The Contractor shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Contractor (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

18.3 If the Contractor or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

18.3.1 terminate the Agreement and recover from the Contractor the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

18.3.2 recover in full from the Contractor any other loss sustained by the Customer in consequence of any breach of this clause.

19. Dispute Resolution

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “Mediator”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20. General

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.

- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21. Notices

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause.
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15**Error! Reference source not found.** (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22. Governing Law and Jurisdiction

The validity, construction and performance of the Agreement, and all contractual and non contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

Appendix 1: Specification of Requirement

Background

Foreign Direct Investment (FDI) refers to cross-border investments from one country into another, with the aim of establishing a lasting interest in an enterprise where the investor's purpose is to have an effective voice in the management of the enterprise.

FDI is considered to deliver economic benefits and is a source of economic growth to its host economy through additional activity, improving economic competitiveness and enabling improvements in productivity for both new and existing firms.

FDI can create an important positive contribution to an economy by generating employment, increased tax revenue, and providing external resources such as capital, technology and managerial know-how that can add substantially to the productivity and the economic development of a nation.

As part of the Cabinet Secretary's work on prosperity, FDI has been used as a measure of the UK's international competitiveness. The reciprocal link between FDI and a favourable domestic business environment makes FDI an ideal barometer for measuring competitiveness. Foreign investors (more so than domestic businesses) are free to take their business elsewhere, and as such we can draw a direct link between increasing foreign investment in the UK and an assessment by investors as to how competitive the UK is as an investment destination.

The UK's strong performance to date in this sphere is therefore reflective of its existing competitiveness. This does, however, create an economic reliance on continued inward flows of foreign capital; the ONS revealed in March 2019 that sector balances for the UK's households, companies and government continued to be in deficit, as they have been since 2017. As a country with a low rate of national savings, maintaining and growing FDI is important to financing government spending and supporting the stability of the UK economy. The UK economy is therefore vulnerable to any reduction in inward investment (or even disinvestment) that could follow a decline in relative competitiveness.

Though the UK is currently highly effective at drawing inward investment, the global trading context is increasingly challenging for broader geopolitical and economic reasons; global FDI flows declined by 13 per cent in 2018, largely the result of changes to the tax regime in the United States and ongoing trade tensions. More broadly, the global economic centre of gravity is shifting, with the seven current largest emerging economies expected to account for 50 per cent of the global economy by 2050. Determining how the UK can best take advantage of these trends will be critical to maintain our current level of FDI performance.

The UK competitiveness project has aimed to identify the main drivers and barriers of FDI inflows to the UK and identified an evidence gap as to what the end-to-end experience of inward investors into the UK looks like, which inhibits a full understanding of bottlenecks

and challenges along the journey. DIT seeks to map the 'Investor Journey' with the help of investor interviews and an investor survey, to determine the points along the investor path, at which they interact with HMG and where the experience can be improved. Understanding the investor journey will be essential in determining how the UK's competitiveness in attracting FDI can be sustained and improved over the coming years.

In order to gain a full understanding of the investor journey, including details on any challenges faced, qualitative interviews with investors will be essential.

The interviews should help at answering the following questions:

- How do investors interact with HMG bodies throughout the lifecycle of their investment?
- How can we minimise any challenges or bottlenecks this introduces?
- How can we proactively attract investment (and how far do we want to)?
- How could this be targeted to investments that vary by type, i.e. greenfield, expansions and M&A?

So far, these information have not been gathered from investors in a systematic way and the only possibility to get representative evidence on the investor journey will be through direct engagement with investors through interviews and a survey. There is no capacity or capability to carry out the interviews or a survey internally.

Previous investor journey projects have looked at other aspects of this journey such as investors journey through DIT services. The findings from these are used to inform the scope of this research project and will be shared with the contractor to inform the interview and survey design.

Requirements and Research Questions

The purpose of this project is to understand the end-to-end experience covering all interactions with HMG services of an inward investor in the UK and address any evidence gaps along the journey. To date there has been no comprehensive analysis of the investor journey for FDI in the UK. The objectives of this project will be to answer the following research questions:

Question 1: What is the step-by-step process that the investor goes through when establishing the investment? How does this process vary according to the type (Greenfield, Expansions and M&A) and UK region of investment?

The purpose of this question is to understand the background for a more detailed understanding of the interactions with HMG services (Question 2):

Question 2: How do investors interact with HMG services throughout the lifecycle of their investment?

This is the primary research question of the project and there are several sub-questions relating to it:

- What are the public bodies that investors engage with when investing in the UK?
- In what order do they engage with these HMG bodies?
- What were the objectives or the background to the interaction with each of the HMG bodies?
- What HMG processes are perceived as supporting the FDI process?
- What HMG processes are perceived as posing a challenge to implementing an FDI project? Why were they perceived as a challenge? How did the challenges manifest themselves?
- What was the impact of any challenges or bottlenecks experienced along the investor journey?
- How does HMG interaction vary according to type, size, sector, source region and UK region of the investment?

The findings from the research will enable the department to identify the correct policy measures to sustain and increase FDI inflows into the UK. It will provide DIT with the necessary evidence to promote FDI promoting policy measures across Whitehall.

Suggested methodology

DIT expects that the contractor will use qualitative interviews (phone or video) with investors to answer the research questions as well as an online survey with investors.

DIT expects the contractor to complete a minimum of 50 qualitative interviews of investors in the UK, with tenderers invited to consider including more than the minimum. The interviews will be used to gather in-depth information on the step-by-step process of establishing an FDI project in the UK with a focus on the interactions with HMG services. It is envisaged that the interviews will last 45 minutes and should be conducted via telephone or via video chat facilities (for example Skype). The aim is to identify what the end-to-end experience for the investor looks like including the decision points of the investor. An investment is often a group decision and it may in some cases be necessary to obtain (if possible) responses from more than one person involved in the process of establishing the project.

It is envisaged that the 50 investors will be chosen from the DIT Database of investors that have invested in the UK within the last 18 months and will be sampled to cover the different types of investment. In addition, there is an expectation for the contractor to source some of the contact details of investors in particular those investors who are not DIT clients. DIT can suggest to the contractor potential sources of non-client information; however, collating a robust sample of non-client investors should be the responsibility of

the Supplier. The contractor will supplement DIT's sample with its own samples and additional databases. The contractor will use an recruitment agency to recruit interviewees and a screening questionnaire to ensure eligibility.

DIT expects the sample to be purposive in nature, and whilst it is not possible for the sample to be representative of investors in the UK, it is expected that the contractor aims to gather a robust sample of qualitative interviews that reflect the types of investment (Greenfield, Expansion projects, M&A). The contractor should consider for their sampling the differences between firms investing in the different UK regions, investing from different HMTTC regions, sizes and the six DIT sector clusters they invest in.

A further objective of the interviews will be to explore how the process varies for different types (Greenfield, expansions and M&A) of investment. The findings would then be used to draw up a visual map of the investor journey covering all HMG touchpoints for different types of investment.

DIT will provide the contractor with existing evidence on the investor journey to help shape the topic guide. The qualitative interviews will be followed by an online survey, expected to run for 10-15 minutes, with investors to collect quantitative evidence on the interactions of investors with HMG services and most common challenges faced by investors. The surveyed would be chosen from investors recorded to have invested in the UK in the last 18 months and excluding those that have been interviewed. The approximate size of the maximum population is 2,200 investors and it is expected that a minimum sample of 300 investors will be achieved. The contractor will use additional phone calls as reminders to prompt responses to the survey from respondents and ensure the full sample of 300 is met, and will use up to 50 telephone interviews in order to achieve the full sample.

Again, DIT expects the sample to be purposive in nature, and it is expected that the contractor aims to gather a sample of qualitative interviews that reflects the different types (Greenfield, Expansions, M&A) of investment and the different UK regions they invest in.

Supplier Requirements

The Tenderer should have past experience delivering the methodologies mentioned in the Key Performance Indicators. DIT expects the Tenderer to demonstrate their capability as well as past projects that have been conducted to highlight how they would deliver on these metrics.

Tenderers should demonstrate their experience in qualitative interviews, should provide background into how these interviews could be conducted, how many interviews they could provide given the minimum requirements.

Tenderers should have prior knowledge and experience working on FDI. Tenderers should also provide background on how they would engage investors and a strategy of how to sample investors for the interviews.

While there are no specific requirements needed for this supplier to possess DIT welcomes any relevant qualifications the Tenderer has and will recognise these accordingly in the selection process.

Key personnel and roles	
Liaison	There should always be a consistent liaison between the tenderer and DIT. DIT expects the contractor's project lead to have regular weekly catch-ups with the DIT project manager. This may be shared between roles, but they should be up to date with the project so that any question can be answered with minimal delay.
Senior Social Researcher	A minimum of one senior social researcher should be part of the team that takes up this project. This means that this (these) individual(s) would have 5+ years of applying social research methods in a working environment. This is due to requirement of qualitative and quantitative data gathering which DIT expects done to a professional standard by an individual, or a group of individuals, experienced in social sciences.
Economist and team members	In addition, DIT expects at least one Economist to be part of the team and the team overall to consist of at least four members. The economist is expected to provide a subject view on FDI and in contextualising the findings and drawing in inferences with a view on the particular nature of and motivations for the investment.

Deliverables

The deliverables are as follows:

- A project plan that demonstrates how the contractor intends to complete the work
 - The plan should detail a sampling strategy and a plan of how the contractor will engage investors for the interviews.
 - It should cover the topic guide outlining the themes that the contractor expects to explore as part of the qualitative interviews as well as any techniques used to draw out the investor experience.
 - A draft survey for the short online survey with a sampling strategy. This can be delivered after the interviews.

- A short, interim findings report from the initial qualitative interviews. This will provide some emerging findings from this strand. There are two drafts expected, one after the first 15 interviews have been completed and then a further iteration once all 50 qualitative interviews have been completed. The interim findings report should include a detailed summary of the issues raised concerning HMG processes. The interim findings report can be submitted in a Word or PowerPoint format and would need to be presented to the DIT team.
- A visualisation of the investor journey map for different segments of investors. This can be provided as part of the interim findings report or as a separate document in a different format.
- The data from the online survey. This should be provided to DIT in an accessible format (e.g. CSV/Excel workbook) and include a value labels and variable labels lookup if appropriate.
- A PowerPoint presentation on the findings of the project once it has been completed. This will include all the main work strands of this project.

- A final report that includes the interview findings, the visualisation of the investor journey, and the findings from the online survey. The report must be formatted according to DIT publication guidelines, therefore within the Research paper series template and adhering to DIT accessibility requirements for all publications on GOV.UK. Reports are expected to be prepared in plain English, so they are

accessible to the non-technical audience. The publication template will be provided by the project manager. The report should include:

- An Executive Summary
- An introduction
- A methodology and delivery chapter
- A chapter on the qualitative interviews.
- A chapter on the development of the investor journey maps based on the interview findings.
- A chapter on the online survey.
- A conclusions and recommendations chapter that includes a limitations section
- Annexes – the contractor should include a longer methodology section here.

The final report should also meet the following criteria:

- Document reads logically when reflowed or rendered by text-to-speech software
- Language is set to English (in File > Properties > Advanced)
- Structural elements of document are properly tagged (headings, titles, lists etc)
- All images/figures have either alternative text or an appropriate caption
- Tables are correctly tagged to represent the table structure
- Text is left aligned, not justified
- Font is Arial size 12
- Paragraph formatting to 1.5 line spacing
- Document avoids excessive use of capitalised, underlined or italicised text
- Hyperlinks are spelt out (e.g. in a footnote or endnote)
- Adhere to Gov.uk's corporate content & design guidelines
 - <https://www.gov.uk/guidance/style-guide/a-to-z-of-gov-uk-style>
 - <https://www.gov.uk/guidance/content-design>

Timelines

The table below demonstrates the milestones required for this project and the deadlines for the milestones. The timeline includes milestones, deliverables and feedback sessions on work produced. Alongside these milestones, DIT expects that the contractor and DIT's project team to have fortnightly progress report meetings to be conducted over the phone. These meetings will provide an opportunity for the contractor to update the DIT's project team on progress of the work, any problems that might affect the project and mitigation(s) against these problems.

Milestones	Description	Deadline
Work Commences		26/02/2020
Project plan with topic guide	Mapping out how the Tenderer will complete the project. The topic guide should include the structure of the interviews, the sampling strategy for the interviews, and the themes to be explored.	02/03/2020
Presentation of the project plan to DIT	Presentation of the project plan and topic guide to the core DIT team with follow-up discussion	03/03/2020
Project Plan and Topic Guide Agreed with DIT	The complete project plan and finalised topic guide will constitute milestone 1	07/03/2020
First draft interim report on findings from a first sample cohort (a low-population cohort) to be supplied to DIT	First draft of short interim report on first interview findings to be supplied to DIT for comments. This report should cover the findings from qualitative interviews with one low-population sample cohort, methodological plan and specification for review.	31/03/2020
Feedback session with DIT on first findings from fieldwork	To discuss findings from first qualitative interviews.	31/03/2020

	Completion of this corresponds to milestones 2 and 3	
Second draft interim report on findings from all 50 qualitative interviews supplied to DIT	Second draft of interim report with findings from all qualitative interviews to be supplied to DIT for comments. The report should cover the findings from all 50 qualitative interviews, methodological plan and specification for review.	15/05/2020
Visualisation of the different investor journey maps to DIT	The investor journey maps for the different types of investments (Greenfield, Expansion projects, M&A) supplied to DIT.	15/05/2020
Feedback session with DIT on interims findings	To discuss findings from the qualitative interviews and visualisation of the investor journey map.	18/05/2020
Draft questionnaire for online survey supplied to DIT	First draft of online survey questionnaire to be supplied to DIT for comments.	25/05/2020
First draft of final report supplied to DIT for comment.	First draft of the full report covering the findings from qualitative interviews, the online survey and the visualisation of the investor journey map, supplied to DIT for comments.	06/07/2020
Feedback session with DIT on findings from the online survey and draft report	To discuss findings from the online survey and overall conclusions for the draft report.	06/07/2020
Completion of final report and presentation to DIT's IPPA and Export and Investment policy team and wider stakeholders.	Incorporating the comments received when presenting to DIT.	31/07/2020

Governance

Meeting/report	Content	Frequency	Format
Kick-off meeting	Project Planning	One meeting at project initiation. This would take place w/c 24/02/2020	Face to face at 3 Whitehall Place
Progress Report Meetings	Progress report meetings to discuss the progress of the project, to identify and discuss any project risks and issues	Fortnightly from the inception of the project	Telephone between contractor and DIT's project team
Milestone Meetings	Milestone review	<p>On completion of the project plan, the 2nd draft of the interim report (incl. the visualisation of the journey) and the draft of the final report, DIT expects a feedback and review session to take place to discuss the outputs from the milestone</p> <p>As per project timeline these would take place in:</p> <p>w/c 02/03/2020</p> <p>w/c 30/03/2020</p> <p>w/c 18/05/2020</p> <p>w/c 06/07/2020</p>	Face to face to take place at 3 Whitehall Place

End of Contract Presentation to IPPA	Presentation to IPPA, Export and investment Policy team and other DIT stakeholders including Q&A	Once project has concluded w/c 27/07/2020	Face to face with video dial in capability
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Performance Management Framework

1. Management of the PMF

- 1.1. The Supplier shall detail performance against KPIs in the fortnightly progress report meetings.
- 1.2. KPIs shall be monitored on a regular basis and shall form part of the contract performance review. Performance of KPIs will be reported at contract end.
- 1.3. Any performance issues highlighted in the fortnightly meetings will be addressed by the Supplier, within 3 of the missed KPI being identified.
- 1.4. Key Performance Indicators (KPIs) are essential in order to align Supplier's performance with the requirements of the Authority and to do so in a fair and practical way. KPIs have to be realistic and achievable; they also have to be met otherwise indicating that the service is failing to deliver.

Metric	KPI	What information is required to measure this KPI?	How will the KPI be measured?	Not Met	Met
Contract management	Timely response to DIT queries.	Measure response time to DIT queries.	Supplier must provide responses to DIT queries within 48 hours. If clarification is required regarding the query, this must be sought within the 48-hour period such that the query can still be responded to on time.	Responses are not received within 48 hours. Responses are not understandable and DIT is required to present further queries to understand the response.	Supplier responds to all DIT queries within 48 hours. Responses are clear and understandable to DIT.
Delivery	Topic guide quality	Topic guide is agreed with DIT on time and to an appropriate standard	The topic guide is provided to DIT in the within 1 week of contract signature with time for DIT to	The topic guide is not provided on time. DIT comments have not been appropriately responded to. The topic guide	The topic guide is supplied on time, includes appropriate detail on interview techniques and is tailored to the

			review and comment. The topic guide details the interview techniques adopted for drawing out investor experiences, it entails the detailed questions. The topic guide is tailored to address the research questions. The topic guide details the sampling technique.	does not to entail detail on interview techniques. The topic guide does not address the research questions. The sampling technique is inadequate or not explained.	research questions. It is tailored to provide the necessary detail on HMG interactions of investors. An appropriate sampling technique is detailed.
Delivery	First part of the fieldwork and first interim report	First 15 interviews and first draft of the interim report delivered on time and to an appropriate standard.	First interviews with an appropriate sample will be conducted by w/c 30/03/2020	Interviews have not been finalised. No appropriate sample has been interviewed and no explanation on sampling is provided.	Interviews have been finalised on time. The sample used was appropriate. The first draft of the interim report is delivered on time and to an appropriate standard.
Delivery	Completion of qualitative interviews	All 50 Interviews delivered on time and with an appropriate sample	Interviews with an appropriate sample will be conducted by w/c 11/05/2020	Interviews have not been finalised. No appropriate sample has been interviewed and no explanation on sampling is provided.	Interviews have been finalised on time. The sample used was appropriate.
Delivery	Interim Report and visual Investor Journey Maps	Interim Report and Investor Journey Maps delivered on time and to an appropriate standard	The interim report will be received by DIT in the w/c 11/05/2020. The draft must be delivered on time to allow for DIT	The interim report is submitted late, and this delays the online survey.	The interim report is complete and submitted on time. It contains detailed summaries of the investor experiences

			to provide comments in time for delivery of the final report. The draft must be a complete version of the report, open to DIT to comment.		reported with a particular focus on the challenges faced.
Delivery	Draft online survey design	Draft online survey design is agreed with DIT on time and to an appropriate standard	The online survey design will be received by DIT in the week commencing 11/05/2020. The design will consider format of questions, sampling technique and sample, and will fully encompass the findings of the interim report.	The draft survey design is submitted late. The draft survey does not meet the required standards and is not useful to DIT. The sample does not appropriately cover the requirements. The interim report is not used to inform the survey design.	The draft survey design is submitted on time. The draft survey meets the required standards and is useful to DIT. The sample appropriately covers the requirements. The interim report is used to inform the survey design.
Delivery	Online survey launched	Online survey launched on time and to an appropriate sample	The final survey will be launched in the week commencing 25/05/2020. The sample will appropriately cover the entire department.	The final survey is not be launched on time or an inadequate sample is used.	The final survey is launched on time and to an appropriate sample. Up to 50 follow-up phone calls will be conducted to ensure appropriate response rates.
Delivery	Analysis of the survey	Analysis of the survey delivered with the draft and to the appropriate standard, including provision of raw data.	The analysis and raw data will be supplied with the draft report in the week	The analysis and raw data is incomplete, does not meet the required standards and	The analysis and raw data is complete, meets the required standards and is supplied on time.

			commencing 06/07/2020.	not supplied on time.	
Delivery	Draft report	Draft report delivered on time and to an appropriate standard	The draft report will be received by DIT in the week commencing 06/07/2020. The draft must be delivered on time to allow for DIT to provide comments in time for delivery of the final report. The draft must be a complete version of the report, open to DIT to comment.	The draft report is submitted late, and this delays the submission of the final report. The draft report is incomplete	The draft report is complete and submitted on time.
Delivery	Final Report	Final Report delivered on time and to an appropriate standard including any meaningful recommendations.	The final report will be received by DIT in the week commencing 27/07/2020. The report will be complete on receipt by DIT. The final report will meet the standards and expectations set out in the ITT. It will contain all the data and research, answering the key research question. It will be sufficiently detailed.	The final report is submitted late. The report does not meet the required standards and is not useful to DIT. There is little detail and the research question is left unanswered with little/no explanation. The final report does not take into account feedback from DIT provided to the draft report.	The final report is complete and submitted on time. It is of a quality acceptable to DIT and answers the key research question initially set out. The report is fully able to be used in the survey design. Where it is not possible to answer, a full explanation of the reasoning as to why the question cannot be answered is provided.

Quality	Quality assurance processes	Each aspect of the project will be continuously quality assured by suppliers and substantially documented.	Quality assurance reports will be discussed in the weekly direction setting and progress report meetings.	Quality assurance is not carried out at each stage of the project. No documentation is provided that articulate how and what quality assurance is performed.	Quality assurance is carried out at each stage of the project. Substantial documentation is provided that articulates how and what quality assurance is performed.
Quality	Fieldwork quality	Fieldwork meets the standards agreed and provides reliable data.	Fieldwork proceeds as expected, with minimal additional input required from the Authority. Potential issues with fieldwork are flagged and fixed as soon as they arise.	Fieldwork produces poor quality data and/or outputs due to difficulties completing the work by the supplier, and the Authority deems that not all reasonable efforts have been made to avoid this. Intervention is required.	Fieldwork is completed in the way that has been agreed with the Authority and produces good quality data and outputs.

Appendix 2 – Payment

Staged payments will be made against milestones set out in the supplier pricing schedule upon completion of each milestone as outlined below.

Schedule 1– Schedule of Processing, Personal Data and Data Subjects

This Schedule shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

- 1.The contact details of the Controller’s Data Protection Officer are:
- 2.The contact details of the Processor’s Data Protection Officer are:
- 3.The Processor shall comply with any further written instructions with respect to processing by the Controller.
- 4.Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor in accordance with Clause 1.1.
Subject matter of the processing	Personal data will need to be used to provide the Department for International Trade with insight into the experiences of organisations investing in the UK from overseas.
Duration of the processing	Contract commencement – 26/02/2020 Contract completion – 31/07/2020 Data destruction – 30/10/2020
Nature and purposes of the processing	Data held on investors will be passed from DIT to Ipsos MORI.

	<p>Data will be used to recruit participants to the qualitative study (they will be sent an email and called on the telephone).</p> <p>Qualitative interviews will be recorded on to a 256 bit encrypted digital recorder and then transferred securely to the Ipsos MORI server, where it will be stored and encrypted.</p> <p>All personally identifiable data is marked strictly confidential and encrypted using 256 bit encryption.</p> <p>For the quantitative survey, personal data will be held securely and used only for the express purpose of contacting participants to take part in the survey.</p> <p>Both qualitative and quantitative data are anonymised when the interview / survey is complete.</p>
<p>Type of Personal Data being Processed</p>	<ul style="list-style-type: none"> - Actual land date of the investment - Date of latest interaction with DIT - Investor Company name - UK Address - Type of investment - Investor company headquarter type - Investor company sector - Investor company address (overseas) - Investor company contact name - Investor company contact email - Investor company contact phone number - UK company name - UK company house ID - UK company sector - UK company address - UK company contact name - UK company contact email - UK company contact phone number - Level of DIT involvement - Foreign equity investment
<p>Categories of Data Subject</p>	<ul style="list-style-type: none"> • Individuals working in organisations which have engaged in FDI

<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>Data will be held for three months after the project is complete. It will then be securely shredded using Blancco software.</p>
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