



**Crown  
Commercial  
Service**

**Crown Commercial Service**

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<https://www.gov.uk/ccs>

Moody's Analytics UK Ltd.  
One Canada Square  
11th Floor  
Canary Wharf  
London  
E14 5FA

5<sup>th</sup> April 2016

Dear [REDACTED]

**SO17765: Sovereign Rating Research Services – Moodys**

Further to your submission of a quote for the above Procurement dated 10<sup>th</sup> March 2016, I am writing on behalf of HM Treasury (the Authority) to advise that the procurement is now complete, and pleased to inform you that we would like to award the above mentioned contract to yourselves.

This letter sets out the services and the terms on which you agree to provide them to the Authority.

A copy of the Terms and Conditions of this Contract can be found in Appendix A of this letter.

**Contract**

SO17765: Sovereign Rating Research Services – Moodys

**Service Description**

To setup and provide HMT officials with login profiles and immediate access to the sovereign ratings database and associated report. To also facilitate training of officials on the credit research platform and ad-hoc support where requested.

**Contract Value**

The maximum contract value for this requirement will be capped at £23,974.00

**Contract Commencement Date**

29<sup>th</sup> March 2016

**Expiry Date**

28<sup>th</sup> March 2018 with no options to extend

**Point of Contact**

[REDACTED]

**Notices**

For the Authority:

[REDACTED]  
[REDACTED]

For the Supplier:

[REDACTED]  
[REDACTED]

By signing and returning this Award Letter, the Supplier agrees to a legally binding contract with the Authority to provide to the Authority the Services specified in this Award Letter, incorporating the rights and obligations in the Terms and Conditions of Contract as set out in Appendix A to this Award Letter.

For and on behalf of the Authority:

For and on behalf of the Supplier:

Name.....

Name.....

Signature.....

Signature.....

Please print and sign two (2) copies of this letter and send an electronic copy to the Crown Commercial Service via e-mail to [managedprocurementservice@crownccommercial.gov.uk](mailto:managedprocurementservice@crownccommercial.gov.uk), and two (2) copies to the address below by close of play 1<sup>st</sup> April 2016.

 HM Treasury, 1 Horse Guards Road, London SW1A 2HQ

Yours sincerely



Tel: 

E-mail: 

**ORDER FORM**

The undersigned client ("Client") hereby requests Moody's Analytics UK Limited ("Moody's") to furnish to Client, the publications, services, data, software and other products as are indicated below and, in consideration thereof, agrees to pay to Moody's the corresponding fees set forth below. The term "Client" used in this Order Form shall be interchangeable with and have the same meaning ascribed to the defined term "Subscriber" if that term is used in the Terms of Agreement.

<b>Products and Services Ordered:</b>
<b>CreditView - Sovereign - Global*</b>
<i>License includes access for 5 (Five) users ("Users"), at Her Majesty's Treasury, Macro Economic and Fiscal Policy department, located 1 Horse Guards Road, London, SW1A 2HQ, United Kingdom. Each User is assigned a specific password to access and use the products and/or services described above (the "Information", as further defined in the Terms of Agreement). The Information and associated password(s) may only be used on behalf of the Client.</i>
<i>*During the Initial Term ending March 28, 2018 use of CreditView - Sovereign - Global is being offered to Client at a discounted annual fee. For the purposes of clarity and reference, Moody's standard annual fee for use of the CreditView - Sovereign - Global for 2016 is £13,350.00, and the projected fee for 2017 is £13,950.00. The discounted annual fee shall only apply for the Initial Term and the annual fee for any applicable Renewal Term shall be mutually negotiated by the parties.</i>

INITIAL TERM: 2 YEARS		Start Date: March 29, 2016	End Date: March 28, 2018
Period 1	Start Date: March 29, 2016	End Date: March 28, 2017	Annual Amount: [REDACTED]
Period 2	Start Date: March 29, 2017	End Date: March 28, 2018	Annual Amount: [REDACTED]

By executing this Order Form, Client and Moody's each agree to, and confirm their intent to be bound by, all the terms hereof, including the Terms of Agreement entered into between Moody's Analytics UK Limited (as successor in interest to Moody's Analytics Inc.) and Her Majesty's Treasury dated effective March 29, 2010 (Moody's Agreement No. 00012761.0/2010000637804) which shall be incorporated herein and shall govern the provision of all Information hereunder. Each party agrees that facsimile, digitally scanned or other electronic copies of signatures shall be valid and binding as originals.

# MOODY'S ANALYTICS

Moody's Agreement No. 00058368.0

Attn: [REDACTED]  
Phone: [REDACTED]

SIGNED BY:  
CLIENT:  
Her Majesty's Treasury

Department: Macro Economic and Fiscal Policy  
1 Horse Guards Road  
London, SW1A 2HQ  
United Kingdom  
Attn: [REDACTED]

Signature: [REDACTED]

Name: [REDACTED]

Title: HEAD OF INTERNATIONAL  
ORGANISATIONS

Date: 29/03/16.

ACCEPTED BY:

Moody's Analytics UK Limited

One Canada Square  
Canary Wharf  
London E14 5FA  
United Kingdom

Signature: [REDACTED]

Name: [REDACTED]

Title: Senior Director - Sales Manager

Date: Mar 30, 2016

Please provide billing information if different from above.

Company Name:	HM Treasury
Billing Contact:	HM Treasury Accounts Payable
Address:	1 Horse Guards Road London, SW1A 2HQ United Kingdom
Phone:	[REDACTED]
Fax:	[REDACTED]
Email:	[REDACTED]



# Moody's ANALYTICS

normal clearing and settlement of security transactions. Subscriber further agrees that the use of CUSIP numbers and descriptions is not intended to create or maintain, and does not serve the purpose of the creation or maintenance of, a master file or database of CUSIP descriptions or numbers for itself or any third party recipient of such service and is not intended to create and does not serve in any way as a substitute for the CUSIP MASTER TAPE, PRINT, DB, INTERNET, ELECTRONIC, CD-ROM Services and/or any other future services developed by the CSB.

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8 This Agreement commences as of the Effective Date set forth in the Order Form and shall continue for an initial term specified on the Order Form (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement shall automatically renew for successive terms of one year each (each, a "Renewal Term") unless either party has notified the other in writing, at least 30 days prior to the expiration of the then-current term, that the Agreement shall not be renewed. Upon such notice, the Agreement shall terminate upon the expiration of the then-current term. At the termination or expiration of the Agreement for any reason, Subscriber shall promptly purge all information that has been stored in its computer systems, databases, or any data storage facilities owned or under its control (except that Subscriber shall have the right to maintain indefinitely print or electronic copies of its presentations containing information made in conformity with the restrictions described in Section 11 of this Agreement). Upon expiration or termination of this Agreement for any reason, all provisions but Sections 2, 11 and 13 shall survive.

9 This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to otherwise applicable principles of conflicts of law. In any action arising out of or related to this Agreement, each party consents to the exclusive jurisdiction of any state or federal court sitting in the county of New York, New York, and of any court to which an appeal therefrom may be taken. This Agreement contains the entire and only agreement between the parties relating to the subject matter hereof, and supersedes all prior or collateral representations, warranties, promises or conditions, if any, in connection therewith. No representation, warranty, or other term that is not expressly set forth herein shall be binding upon either party hereto, nor shall any amendment to, or waiver of, any term of this Agreement be binding upon either party hereto unless reduced to writing and signed by an authorized officer of the party against which it is asserted. For the avoidance of doubt, this Agreement shall not be modified by the terms of a purchase order or other document issued by Subscriber purporting to modify the terms hereof.

10 Moody's Investors Service, Inc. ("MIS") hereby discloses that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and

Moody's Agreement No. \_\_\_\_\_

commercial paper) and preferred stock rated by MIS have, prior to assignment of any rating, agreed to pay to MIS for the appraisal and rating services rendered by it fees ranging from \$1,500 to \$2,400,000. Moody's Corporation (MCO) and its wholly-owned credit rating agency subsidiary, MIS also maintain policies and procedures to address the independence of MIS's ratings and rating processes. Information regarding certain affiliations that may exist between directors of MCO and rated entities, and between entities who hold ratings from MIS and have also publicly reported to the SEC an ownership interest in MCO of more than 5%, is posted annually on Moody's website at [www.moody.com](http://www.moody.com) under the heading "Shareholder Relations - Corporate Governance - Director and Shareholder Affiliation Policy."

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13 Subscriber warrants that it is not owned or controlled, directly or indirectly, by any person or government from countries that are subject to economic, trade, or transactional sanctions imposed by the United States Government, including but not limited to Burma, Cuba, Iran, North Korea, Syria, or Sudan and that neither Subscriber or any of their owners, directors, officers, employees, or group companies appears on any lists of known or suspected terrorists, terrorist organizations or other prohibited persons made publicly available or published by any agency of the government of the United States or any other jurisdiction in which the Subscriber or any of their group companies are doing business, including but not limited to the List of Specialty Designated Nationals and Blocked Persons ("SDNs") maintained by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury. Subscriber agrees that it will notify Moody's if these circumstances change.

14 This Agreement, or any other duty, obligation, interest or right hereunder, may not be assigned by Subscriber, without the prior written consent of Moody's. Any assignment made in violation of the foregoing prohibition shall be null and void. Moody's may delegate some or all of its responsibilities hereunder to third parties provided it remains primarily responsible for the completion of such obligations. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns. The Licensors shall be third party beneficiaries of the provisions of Section 4 and 5 hereof. The provisions of this Agreement are severable. If any provision hereof shall be determined to be void or unenforceable, this Agreement and the validity and enforceability of all remaining provisions of this Agreement shall not be affected.



Moody's Agreement No. \_\_\_\_\_

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