

**OFFICIAL-SENSITIVE (COMMERCIAL)**

<b>HM REVENUE &amp; CUSTOMS SERVICE ORDER SOCIAL AND ECONOMIC RESEARCH FRAMEWORK AGREEMENT</b>
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<b>1. HMRC Information</b>	
Purchase Order to be issued under separate cover	
Project Information	Understanding the Online E-Cigarette Market 15-16.BT.17
Purchase / Limit Order No:	8500004098
HMRC – Social and Economic Research Framework – Commercial Contact	
Name:	<i>(Personal Information: redacted under section 40 of the Freedom of Information Act).</i>
Contact Tel No:	<i>(Personal Information: redacted under section 40 of the Freedom of Information Act).</i>
Email:	<i>(Personal Information: redacted under section 40 of the Freedom of Information Act).</i>
HMRC Budget Manager & invoice enquiries	
Name:	<i>(Personal Information: redacted under section 40 of the Freedom of Information Act).</i>
Contact Tel. No:	<i>(Personal Information: redacted under section 40 of the Freedom of Information Act).</i>
Email:	<i>(Personal Information: redacted under section 40 of the Freedom of Information Act).</i>
HMRC – Invoice payment	
<b>All invoices should be sent to the HMRC Invoice Processing Centre</b>	
Address:	<b>HMRC Invoice Processing Centre</b>
Contact Tel No:	<i>(Personal Information: redacted under section 40 of the Freedom of Information Act).</i>
Email:	<i>(Personal Information: redacted under section 40 of the Freedom of Information Act).</i>
HMRC – Budget Authorising Officer	
Name:	<i>(Personal Information: redacted under section 40 of the Freedom of Information Act).</i>
Contact Tel No:	<i>(Personal Information: redacted under section 40 of the Freedom of Information Act).</i>
Email:	<i>(Personal Information: redacted under section 40 of the Freedom of Information Act).</i>
HMRC Project Manager	
Name:	<i>(Personal Information: redacted under section 40 of the Freedom of Information Act).</i>
Contact Tel No:	<i>(Personal Information: redacted under section 40 of the Freedom of Information Act).</i>
Email:	<i>(Personal Information: redacted under section 40 of the Freedom of Information Act).</i>

<b>2. Contractor Information</b>	
Vendor (Supplier):	IFF Research
Contact:	<i>(Personal Information: redacted under section 40 of the Freedom of Information Act).</i>
Contact Tel No:	<i>(Personal Information: redacted under section 40 of the Freedom of Information Act).</i>
Contact Address:	<i>(Personal Information: redacted under section 40 of the Freedom of Information Act).</i>
Email:	<i>(Personal Information: redacted under section 40 of the Freedom of Information Act).</i>
Consultant / Key Personnel:	

<b>3. Contractual Detail</b>	
<b>Contract Ref:</b> Incl. Framework name e.g. Catalyst, and relevant section. Also include URN for Catalyst and Cipher call offs.	<b>DWP Social and Economic Research Framework 2013</b>  This Service Order is subject to the DWP Social and Economic Research Framework (2013) Terms and Conditions of contract and Clause D3 and D4 relating to the Official Secrets Acts and related Legislation, and Confidentiality, as detailed in Annex B – additional contractual information.
<b>Special Terms and</b>	HMRC will review its position after each of the

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<b>Conditions:</b> e.g. overtime, expenses, travel & subsistence, notice period.	milestones detailed in the specification on an ongoing basis and reserves the right to terminate the contract (for any reason) prematurely. For the purpose of this engagement the notice period will be 1 month.
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<b>4. Project Information</b>	
Project Title:	<b>Understanding the Online E-Cigarette Market</b>
Start Date:	December 2015
End Date:	June 2016

<b>5. Payment Schedule</b>			
#	Milestone	Anticipated delivery date*	Total charge (excluding VAT) (£)
1	Delivery of milestone 1	07/03/16	<i>Redacted under section 43 of the Freedom of Information Act</i>
2	Delivery of milestone 2	04/04/16	
3	Delivery of milestone 3	06/06/16	
* - The anticipated delivery date is not a fixed invoice point. Payment is made upon satisfactory receipt of services, certified by the Project Manager.		<b>Grand Total</b> (£) exclusive of VAT:	<b>£55.497.44</b>

Invoices relating to this Service Order should be sent to the HMRC Invoice Processing Centre (provided at 1. above) by email in pdf format, unless otherwise indicated. All invoices must quote the Purchase Order Number.

**Invoices received without a Purchase Order number may be rejected.**

## 6. Summary of Requirements / Role Description / Deliverables

The section below should be used to provide clear summary of the requirements for delivery of the project/assignment. It should include, where appropriate, milestones / key deliverables with dates, and any proposals for skills transfer (where relevant).

### Summary of Requirements

HMRC's specification of requirements are as follows:

Development and delivery of the research to understand the online e-cigarette market. The study will comprise a development stage and fieldwork with users and suppliers to the online e-cigarette market. Details of the requirement were set out in HMRC's Invitation to Tender (issued on 6 November 2015).



Redacted ITT

### Summary of supplier's proposal

Services will be provided by IFF Research as set out in their tender dated 20/11/15.

*Redacted under section 43 of the Freedom of Information Act*

Any subsequent amendments or clarifications to the original response are to be delivered as agreed with the HMRC Project Leader or his/her nominated representative.

## 8. Confidential Information

As part of the Government's Transparency Agenda, this agreement and any associated winning tender may be published. The contractor **must** notify the project manager (provided at 1. above) of any commercially sensitive information to be considered for redaction prior to publication.

(7.1) The following information shall be deemed Commercially Sensitive Information or Confidential Information:-

- Detailed cost breakdown (only overall contract value should be published);
- Such material including but not limited to the Contractor's methodologies and proprietary tools and techniques as the Contractor reasonably considers by virtue of the intellectual property contained therein i) to be a trade secret; or ii) that their release into the public domain would prejudice its competitive, commercial interests;
- Staff details; and
- The Contractor's proposal document(s)

HMRC understands that the Contractors proposal document(s) are not a factual document(s) but a commercial proposition and undertakes to remove any copy of or extract from the Contractor's proposal document(s) that may be inserted in, appended or embedded in the publication or release of the contract under FOIA or the Government's Transparency Agenda.

To the extent that it is necessary for HMRC to include any parts of the Contractor's proposal or the contract in any external or public report or publication or publicity concerning the Project and such requirement cannot be satisfied by access to other key (published) documents such as a technical appendix or data tabulations (or high level summary of the approach if report has not yet been published), HMRC undertakes to agree mutually acceptable redactions with the Contractor which will be discussed and concluded in good faith.

HMRC undertakes to notify the Contractor prior to any release of any FOIA request to view the Contractor's proposal document(s) or any extracts thereof and will not release or publish same without the Contractor's prior written consent. HMRC undertakes at no time to release or publish the Contractor's staff details or pricing information or breakdowns other than the total contract price.

The Contractor undertakes that it will not unreasonably withhold or delay its agreement in relation to FOIA requests or the Government's Transparency Agenda.

(7.2) Duration that the information shall be deemed Commercially Sensitive Information or Confidential Information:-

5 years

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**BY SIGNING AND RETURNING THIS ORDER FORM THE PROVIDER AGREES** to enter a legally binding contract with the Authority to provide the Service specified in this Order Form together with, where completed and applicable, the mini-competition order (additional requirements) set out in section 3 of this Order Form. Incorporating the rights and obligations in the Call-Off Terms and Conditions set out in the Framework Agreement entered into by the Provider and the Authority on 31/7/2013 and any subsequent signed variations to the terms and conditions.

For and on behalf of the Provider:-

Name	<i>(Personal Information: redacted under section 40 of the Freedom of Information Act).</i>
Capacity	
Signature	
Date	

For and on behalf of the HMRC:-

Name	<i>(Personal Information: redacted under section 40 of the Freedom of Information Act).</i>
Capacity	
Signature	
Date	