

# IDEO WORKSHOP AGREEMENT (UK)

## Agreement for an Innovation Workshop

This Agreement ("**Agreement**") is between The Secretary of State for the Home Department whose principal place of business is at 2 Marsham Street, London SW1P 4DF (the "**Client**") and the UK branch of IDEO LP, with offices at White Bear Yard, 144a Clerkenwell Road, London, EC1R 5DF ("**IDEO**").

This Agreement sets out the terms and conditions under which IDEO will be providing the services and Client's agreement to pay IDEO the fees and expenses referred to in this Agreement and shall be effective from May 16, 2016 (the "Effective Date").

IDEO will be conducting, facilitating and/or participating in an innovation workshop ("**Workshop**") for the Client, its employees and possibly some of its third party contractors or consultants. The details of the Workshop are set out in Exhibit A – Workshop Services, attached.

Conducting, facilitating and/or participating in the Workshop constitutes a provision of services and not the sale of goods.

Except as set forth below, no transfer of ownership results from the services of the Workshop or this Agreement, including without limitation any interest in any and all methods, processes, materials, technologies, approaches, techniques and other know-how related to the Workshop or to IDEO's design and innovation processes ("**IDEO Materials**"). IDEO will not acquire any rights to the intellectual property of the Client.

The Client will own the physical embodiments of any Deliverables set forth in Exhibit A, as well as the intellectual property rights therein. "**Deliverables**" means the tangible items designated as Deliverables in Exhibit A. IDEO disclaims ownership rights in any intellectual property created during the Workshop but not embodied in the Deliverables subject always to the potential for independent development of same in other projects without use of Client's confidential information.

THE WORKSHOP, DELIVERABLES AND ANY IDEO MATERIALS ARE PROVIDED "AS IS" AND IDEO DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT WILL IDEO BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES OF ANY KIND, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IDEO'S AGGREGATE LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNTS PAID TO IDEO HEREUNDER.

The parties shall be bound by the following obligations of confidentiality. Each party shall keep in confidence all information received from the other party that is designated or identified as confidential or which ought reasonably be considered to be confidential unless such information is: (i) known to the public without default of the receiving party, (ii) is lawfully received from a third party, (iii) previously known or independently developed by the receiving party without reference to the information, (iv) standard or generic, or (v) required to be disclosed by law including without limitation the Public Contracts Regulations 2015 and the Freedom of Information Act ("**FOIA**"). Neither party may use such information for any purpose other than the Workshop. The above obligations shall survive for a period of five (5) years from completion of the Workshop. IDEO agrees not to publicize any findings or results from the Workshop without Client's consent as to same.

The IDEO shall comply with and shall ensure that their staff comply with the provisions of the Official Secrets Act 1911 to 1989.

Notwithstanding any other term of this Agreement, IDEO hereby gives its consent for the Client to publish this Agreement in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), to the general public if and to the extent required under FOIA and the Public Contracts Regulations 2015. IDEO is free to include the Client's name in their list of current clients.

In the event of the termination or completion of the Workshop, each party shall return to the other party, if so directed by the other party in writing, all written and other tangible materials which contain confidential information received from the other party, including copies thereof.

# IDEO WORKSHOP AGREEMENT (UK)

The attached Exhibit A states the basis on which IDEO will be paid for conducting the Workshop and the Client agrees to pay all fees and expenses in accordance with Exhibit A. If and to the extent that this does not specify the financial terms then the following shall apply, and in the event of any inconsistency the financial terms in Exhibit A shall prevail.

- i) IDEO will invoice, and the Client will pay, the fees and expenses and in the currency in Exhibit A. VAT will be added as applicable, at the prevailing appropriate rate.
- ii) IDEO will invoice the fees and any expenses, on completion of the Workshop once a valid Purchase Order has been issued by the Client and will be payable within 30 days from the receipt of a valid invoice.
- iii) Interest at the Statutory Interest Rate under the Late Payment of Commercial Debt (Interest) Act 1998 will apply in relation to any late payment.

The Client understands that in the event of your delayed or non-payment, IDEO may reschedule the Workshop without penalty to IDEO and, at its discretion, charge the late payment interest above. Should you terminate the Workshop, the Client agrees to reimburse IDEO for any non-refundable fees and expenses incurred in preparation for the Workshop.

The Client and IDEO are independent contractors and nothing herein shall create a relationship of employer/employee, principal/agent, partnership or the like between the parties. The Client agrees not to solicit for employment or hire any IDEO personnel involved in the Workshop for a period of one (1) year after the conclusion of the Workshop.

This Agreement shall terminate on payment in full by the Client and constitutes the entire agreement between the parties concerning the Workshop and supersedes any prior agreements, proposals or other communications, oral or written, between the parties with respect hereunder. Any additional or conflicting terms and conditions contained in any documents (e.g. purchase orders) which you may issue in connection with the Workshop are of no force or effect.

These terms may be changed only by mutual written agreement of each party's authorised representatives. Any notice required or permitted under this Agreement will be in writing and mailed or delivered to the receiving party's address stated in this Agreement or subsequently provided in writing. This Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts.


SIGNED ON BEHALF OF IDEO

Signature  Date 9 June, 2016

Agreed, on behalf of IDEO LP

Print Name ANNE KIM Title BUSINESS OPERATIONS

SIGNED ON BEHALF OF THE CLIENT

Signature  Date 9 JUNE 2016

Agreed, on behalf of HOME OFFICE

Print Name VINCENT VOON Title COMMERCIAL LEAD



# IDEO WORKSHOP AGREEMENT (UK)

## Exhibit A - Workshop Services

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### Statement of Work:

Home Office

Biometrics Capabilities Workshop

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### DELIVERABLE

- A PDF document containing:
  - Synthesis of the Workshop which includes key opportunity areas, and supporting concepts
  - Workshop Task Stimulus materials which includes the 5 personas developed
  - Key Inspirational material developed for the workshop that shows how biometrics are being applied in other industries.

### IDEO Team & Fees

Total Fees: £40,000 Fees (ex VAT) + Expenses capped at £1,000

For the approach outlined below, we propose the following IDEO team make-up:

- 1) Workshop overall design and asset design of materials  
2 IDEO Consultants x 5 days
- 2) Conduct a two hour workshop with 5 IDEO Consultants as facilitators
- 3) Deliverable:  
2 IDEO Consultants x 2 days

### Context

The Home Office already have a programme underway to leverage biometrics through its services. However, the market is moving fast, with new products continuously hitting the market. With new products come new citizen and government opportunities. We are moving to a world where increasingly people can be absolute about confirming their own identity – what opportunities does this present for people, national security, personal safety, personal convenience, or in terms of just getting things done more efficiently?

Whilst new benefits can undoubtedly be identified, it will also be a case of, 'just because you can doesn't necessarily mean you should'. Whilst some embrace the opportunities of biometrics, others view with extreme scepticism and are fearful of the consequences of what can sometimes feel like a serious personal intrusion.

The starting question: *How might the Home Office more effectively leverage existing and new capabilities and products through its services?*

### IDEO's Approach

IDEO takes a human centred approach to problem solving. We are led by *desirability*, and consider *feasibility* and *viability* very much in balance.

Given the amount of technology already in existence and the ever evolving landscape, our starting assumption for the workshop is that feasibility already exists. Arguably much can also be changed through policy design and process re-design to support the feasibility of new opportunities.

Our proposed starting point is therefore, to consider desirability.

What are the potential citizen opportunities and benefits?

What potential government opportunities are foreseen benefits?

Some benefits may be functional, more convenient, more efficient. Others may be more emotional, providing a greater sense of personal and family safety and security.

### Time horizon.

Given you have a large programme underway, our anticipation is that the Home Office have immediate, short-term opportunities already to hand but let us know if this is not the case. For the moment, our assumption for this workshop is that the Home Office are looking to explore opportunities beyond the short term.

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## Draft workshop objectives and initial thoughts on plan

We propose to partner with the Home Office to fully define the objectives of the workshop and the workshop plan but we have some initial thoughts on both to build upon.

We are aware the workshop is 2 hours so we will need to balance aspirations with what we can realistically expect to achieve in 2 hours.

## *Objectives*

\_ To generate a series of opportunities for existing and new technologies, based on citizen and civil servant needs.

\_ To promote cross departmental collaboration.

We believe this will be particularly important when considering areas around appropriateness. Is there a shared philosophy across the Home Office in terms of what is deemed appropriate/inappropriate? We also believe that some opportunities may be better realised when departments can work together.

## Some thoughts on the plan

### *Kick off with Inspiration*

Although at IDEO we have knowledge and experience of biometrics, we are very much of the understanding that you are the experts. We believe it would be useful to kick off with some inspiration to not only lift people out of their day to day, but also to inform people of the future technologies. How we frame this piece will be critical for the rest of the workshop. Rather than focusing on the capabilities and products themselves, what potential opportunities and benefits could they offer for citizens and civil servants?

We may also want to give some potential downsides, to begin surfacing trade offs. For example, a change may seem too abrupt for citizens, re-enforcing a sense of scepticism; or the investment levels may be extremely high in relation to foreseen benefits.

### *Team work*

The inspiration sets the scene for a number of potential rapid activities which are carried out in smaller teams.

### *Activity 1 – uncovering needs*

We could create a set of personas from which we ask the teams to start to generate needs (a mixture of civil servant and citizen personas from the busy business traveller to a front line officer in the police force).

### *Activity 2 – from needs to opportunities*

A short activity to re-frame people's needs into opportunities for change.

### *Activity 3 – Generating ideas*

An activity to generate solutions around the opportunity areas.

### *Activity 4 – Initial thoughts on trade offs*

A final activity where teams take their top 2 ideas, and work through a series of questions to start to uncover trade offs. What is the return on investment? Level of appropriateness? Level of policy and /or process re-design?

Of course, these won't be absolutes at this stage, it's more to promote the necessity of really thinking around the solution from a number of angles.

Our belief is that it is possible to generate a lot from a small session if the session is designed well and encourages collaboration.