



**DATED: 30<sup>TH</sup> April 2024**

User:	<b>BRANDBANK LIMITED</b> a company registered in England with company number 03650275 whose registered office is at 35B Barnard Road, Norwich, Norfolk, NR5 9JB, England (trading as 'NielsenIQ Brandbank').	
	Company Name:	<b>DEPARTMENT FOR HEALTH AND SOCIAL CARE</b> , a department of the English Government
	VAT Number:	GB888815064
	Registered Address:	First Floor South 39 Victoria Street, Westminster London SW1H 0EU
SOW Effective Date:		<b>31 May 2024</b>
SOW Term:		<p>An initial term of: <b>12</b> months from the SOW Effective Date ("<b>Initial Term</b>") (subject to earlier termination in accordance with the NielsenIQ Brandbank Terms and Conditions)</p> <p><i>Select to incorporate:</i></p> <p>[ x ] which will automatically renew for successive 12 month periods (each a "<b>Renewal Period</b>") unless and until a party provides the other party with at least: 3 months prior written notice (not to take effect before the end of the Initial Term or the end of the then current Renewal Period (or the end of the next Renewal Period where there is insufficient time for notice to take effect in the current contract year)).</p> <p>This SOW is governed by the previous Terms and Conditions signed by both parties on June 9<sup>th</sup> 2022, and is a continued renewal of the SOW effective 1<sup>st</sup> June 2022 and dated 20th May 2022</p>

- 1.1. This Statement of Work is entered into between the parties pursuant and subject to the NielsenIQ Brandbank Terms and Conditions with effect from the SOW Effective Date.
- 1.2. In the event of conflict between the terms of this Statement of Work and the NielsenIQ Brandbank Terms and Conditions, this Statement of Work will prevail.
- 1.3. Defined terms in the NielsenIQ Brandbank Terms and Conditions shall also apply to this Statement of Work unless otherwise stated.

2.1. [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]





- ## 5. Acceptance Criteria

- |  |  |  |
|--|--|--|
|  |  |  |
|  |  |  |

- ## 6. Technical Advice

- ## 7. Project Team

- | Name             | Role                    | Primary Contact Method | Phone |
|------------------|-------------------------|------------------------|-------|
| Commercial       |                         |                        |       |
| Victoria Evans   | Senior Sales Consultant |                        |       |
| Technical Lead   |                         |                        |       |
| Integration Team | Integration             |                        |       |

- | Name         | Role                 | Email | Phone |
|--------------|----------------------|-------|-------|
| Commercial   |                      |       |       |
| Lucas Chard  | Commercial Manager   |       |       |
| Technical    |                      |       |       |
| Jimmy Carnie | Digital Product Lead |       |       |

[illegible]

## 10. Derived Data IP

- 10.1. Under this Statement of Work "**Derived Data**" shall mean any data, information or content developed, formulated or aggregated by the User based on the Deliverables and/or Product Information provided to it by NielsenIQ Brandbank, which does not contain any element of the original Deliverables and/or Product Information (i.e. the 'new IPR' is not contingent on using the IPR in the Deliverables and/or Product Information). For the avoidance of doubt, any data, information or content developed, formulated or aggregated by the User which incorporates all or part of the Deliverables and/or Product Information ("**Contingent Data**") will not fall within the definition of 'Derived Data'.
- 10.2. Without prejudice to the Intellectual Property Rights provisions in the NielsenIQ Brandbank Terms & Conditions, it is acknowledged that the User will own all IPR in any Derived Data.
- 10.3. Under no circumstances can the User transfer the Deliverables or Contingent Data to any third party (including its Affiliates) unless it has the express prior written consent from NielsenIQ Brandbank.
- 10.4. The User may use the Derived Data for any purpose, provided that the User must not provide the Derived Data to any company that exchanges digital or B2B product content, images and product data between trading partners including but limited to any of the NielsenIQ Brandbank competitors notified to the User (and as may be updated by NielsenIQ Brandbank from time to time) ("**Competitors**").
- 10.5. The User warrants that any Derived Data created prior to this SOW will be subject to the same restrictions contained in this clause 12.
- 10.6. In relation to any Derived Data created prior to this SOW or any Derived Data that has been provided to a third party who is added as a Competitor at a later date ("**Historic Derived Data**"), the User must ensure that any Historic Derived Data ceases to be provided to any Competitors and is deleted by any Competitors who have the Historic Derived Data in their possession.
- 10.7. This clause will survive the termination or expiry of this Statement of Work and/or the NielsenIQ Brandbank Terms and Conditions.

## 11. Governing Law and Jurisdiction

- 11.1. This Statement of Work is governed by English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

*This Statement of Work has been executed by the duly authorised representatives of the parties on the date above.*

Signed by ..... for and )  
on behalf of the **USER** ) ..... Date: .....

Signed by .....for and on )  
behalf of **NIELSEN IQ BRANDBANK** ) ..... Date: .....

## APPENDIX 1- FEED CONFIGURATION

