

Data Consumer Statement of Work

DATED: 30TH April 2024

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NielsenIQ Brandbank:	Brandbank').		
	Company Name:	DEPARTMENT FOR HEALTH AND SOCIAL CARE , a department of the English Government	
User:	VAT Number:	GB888815064	
	Registered Address:	First Floor South 39 Victoria Street, Westminster London SW1H 0EU	
SOW Effective Date:		An initial term of: 12 months from the SOW Effective Date ("Initial Term") (subject to earlier termination in accordance with the NielsenIQ Brandbank Terms and Conditions)	
SOW Term:		Select to incorporate: [x] which will automatically renew for successive 12 month periods (each a "Renewal Period") 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))	
		This SOW is governed by the previous Terms and Conditions signed by both parties on June 9 th 2022, and is a continued renewal of the SOW effective 1 st June 2022 and dated 20th May 2022	

1. Engagement

- 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.

	Service Overview
2.1.	

Service Specificationack Catalogue Retrospective Start Date (the date existing content is made available – to present): *applicable only when consuming content via API	Jan 2017
Digital Asset Type (Target Usage):	
Target Markets:	UK Plus IE, PO, HU
Consumer Unit Volume Allowance:	<u>Unlimited</u>
What is the scope of the Deliverables to be provided?	
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2.4. The User will be responsible for mapping the NielsenIQ Brandbank data schema into the User schema for ingestion.

- 2.5. In the event that the User would like to make any changes to the Feed Configuration, as detailed in Appendix 1, then the User can submit a request to the NielsenIQ Brandbank Integration Team via integration.brandbank.com. NielsenIQ Brandbank will provide a fee estimate (where required) for the changes and an estimated timescale and the User will be able to accept, reject or alter the request at that time. The parties agree that a change request can be agreed via email and this Statement of Work will not require formal amendments for the change to take effect. Notwithstanding, the parties may update Appendix 1 (Feed Configuration) for reference purposes without re-executing this Statement of Work.
- 3. Fees
- 3.1. One Off Integration Implementation: N/a

3.2. Data Consumer Annual Support:	
Service Edition:	
3.3. Annual Product Library Access:	
Service Edition:	
3.4. Annual Digital Product Content Fee:	

Price
<u> </u>
£50,000
200,000

Invoiced annually

Rate Card:

For additional professional services:

Role	Day rate (£)
Data Consultancy	
Data Scientist	
Pre Sales Consultant	
Client Integration Consultant	
Senior Client Integration Consultant	
IT Development	

- 4. Payment
- 4.1. Payment Schedule:- Annual

- 4.2. No Services under this Statement of Work will be provided by NielsenIQ Brandbank until:
 - 4.2.1. the User has provided NielsenIQ Brandbank with a purchase order reference; and
 - 4.2.2. both parties have signed this Statement of Work
- 4.3. All payments must be made by the User to NielsenIQ Brandbank within 30 days of the date of the relevant invoice.

5. Acceptance Criteria

5.1. Subject to clause 6.2, the Feed must meet the following criteria as a condition of acceptance:

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5.2. Upon completion of the platform integration, NielsenIQ Brandbank shall provide the User with notification of completion. The User will acknowledge successful or failed delivery of the Product Information via the Feed within 14 days of receiving such notification from NielsenIQ Brandbank. If the User does not provide an acknowledgement within this period, the platform integration will be deemed to be accepted.

6. Technical Advice

6.1. If requested by the User, NielsenIQ Brandbank shall provide 'professional services' to consult on the implementation of the Services, for example assistance with data mapping. Time estimates shall be given by NielsenIQ Brandbank prior to commencement of work and chargeable in line with NielsenIQ Brandbank's published rates. No work shall be carried out by NielsenIQ Brandbank without a confirmed purchase order from the User.

7. Project Team

7.1. NielsenIQ Brandbank's Team

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

'.2. The User's Team

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

8. Support SLAs

8.1.



9. Indemnity

- 9.1. In the event that the User modifies or otherwise changes the Deliverables or the Product Information provided to the User by NielsenIQ Brandbank, except where to undertake formatting or typographical amendments, the User takes full responsibility and risk for such alterations.
- 9.2. Whilst NielsenIQ Brandbank will use reasonable efforts to ensure that the NielsenIQ Brandbank Applications capture and distribute the Deliverables in a legally compliant manner, the User is solely responsible for its compliance with all applicable food, beverage and labelling laws and regulations in force from time to time in the market in which the relevant Consumer Units are to be sold.
- 9.3. The User will indemnify and keep NielsenIQ Brandbank and its Affiliates indemnified against all losses, costs and liabilities and all expenses, including reasonable legal or other professional expenses, suffered or incurred by NielsenIQ Brandbank and/or its Affiliates arising out of or in connection with any claim in respect of:
 - 9.3.1. alterations to the Deliverables and/or the Product Information in breach of clause 10.1; or
 - 9.3.2. the User's breach of such food, beverage and labelling laws and regulations under clause 10.2.
- 9.4. For the avoidance of doubt, clause 10.3 is excluded from any limitations of liability and/or exclusions of liability in the NielsenIQ Brandbank Terms and Conditions.

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.

on behalf of the USER)	Date:
Circular for and an) Date:
Signed byfor and on		Date:

APPENDIX 1- FEED CONFIGURATION

behalf of NIELSENIQ BRANDBANK

