



Crown  
Commercial  
Service

**CROWN COMMERCIAL SERVICE**

**- and -**

**QUALTRICS LLC**

**ATTACHMENT 5**

**Relating to**

**PROVISION OF SURVEY SOFTWARE**

**CONTRACT REFERENCE: CCSO20A99**

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## ANNEX 1 – TERMS AND CONDITIONS

### 1 INTERPRETATION

#### 1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter;
“Award Letter”	means the letter (including the Annexes thereto) from the Customer to the Supplier via the e-Sourcing Suite at the point of award;
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:  (a) Government Department;  (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);  (c) Non-Ministerial Department; or  (d) Executive Agency;
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Customer”	means the Contracting Authority/Customer named in the Award Letter;
“DPA”	means the Data Protection Act 2018;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;

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“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Start Date”	means the commencement date of the Agreement as set out in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Supplier”	means the person named as Supplier in the Award Letter;
“Term”	means the period from the Start Date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

## 2 BASIS OF AGREEMENT

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer, within 7 days of the date of the award letter, of a copy of the Award Letter countersigned by the Supplier.

### **3 SUPPLY OF SERVICES**

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
- 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
  - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
  - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
  - 3.2.4 ensure that the Services shall conform with all descriptions, requirements, service levels and specifications set out in the Specification;
  - 3.2.5 comply with all applicable laws; and
  - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

### **4 TERM**

- 4.1 The Agreement shall take effect on the Start Date and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the Agreement for two periods of 12 months (1 + 1 + 1), by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

### **5 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE**

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay

the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.

- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
  - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
  - 5.8.3 In this clause 5.8, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from the Customer in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

## **6 PREMISES AND EQUIPMENT**

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer’s premises by the Supplier or the Staff shall be at the Supplier’s risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer’s premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer’s premises, remove the Supplier’s plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer’s premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer’s premises or any objects contained on the Customer’s premises which is caused by the

Supplier or any Staff, other than fair wear and tear.

- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

## **7 STAFF AND KEY PERSONNEL**

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
  - 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
  - 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,
- and the Supplier shall comply with any such notice.
- 7.2 The Supplier shall:
- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
  - 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
  - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, parental leave and termination of employment or other extenuating circumstances.
- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being



replaced and be suitable for the responsibilities of that person in relation to the Services.

## **8 ASSIGNMENT AND SUB-CONTRACTING**

- 8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 8.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer and subject to subcontractors prior approval, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

## **9 INTELLECTUAL PROPERTY RIGHTS**

- 9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer or the respective owner of such intellectual property rights but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Supplier hereby grants the Customer:
- 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
- 9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence to use:
- (a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
- (b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,
- including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

- 9.4 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs,

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expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

## **10 GOVERNANCE AND RECORDS**

### **10.1 The Supplier shall:**

10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and

10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.

10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

## **11 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY**

### **11.1 Subject to clause 11.2, each Party shall:**

11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

11.2.2 to its auditors or for the purposes of regulatory requirements;

11.2.3 on a confidential basis, to its professional advisers;

11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

11.2.6 where the receiving Party is the Customer:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;

- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
- (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (d) in accordance with clause 12 and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the customer under this clause 11.

11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

## **12 FREEDOM OF INFORMATION**

12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
- 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable;
- 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires as soon as practicable from the Customer's request for such Information; and
- 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the

disclosure to the Supplier's attention after any such disclosure.

- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

### **13 PROTECTION OF PERSONAL DATA AND SECURITY OF DATA**

- 13.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under Data Protection Legislation and both Parties shall duly observe all their obligations under Data Protection Legislation which arise in connection with the Agreement.

#### **13.2 REPLACED BY ANNEX 6 IN RELATION TO PROTECTION OF PERSONAL DATA**

- 13.3 When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with Good Industry Practice. Good Industry Practice is defined as standards, practices, methods and process conforming to the law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking under the same or similar circumstances. In the event of any conflict between (i) the Good Industry Practice described here and (ii) the Security and Confidentiality Requirements indicated in Section 11, Annex 3 – Statement of Requirements of this document, the order of precedence will be (ii), (i).

### **14 LIABILITY**

- 14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

- 14.2 Subject always to clauses 14.3 and 14.4:

14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and

14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

- 14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

## **15 FORCE MAJEURE**

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

## **16 TERMINATION**

16.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:

16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;

16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;

16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;

16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;

16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;

16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or

16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.

16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.

16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.

16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of

the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.

16.6 Upon termination or expiry of the Agreement, the Supplier shall:

- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
- 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

## **17 COMPLIANCE**

17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.

17.2 The Supplier shall:

- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
- 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

17.3 The Supplier shall:

- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and
- 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.

17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.

17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

- 17.5.1 the Official Secrets Acts 1911 to 1989; and
- 17.5.2 section 182 of the Finance Act 1989.

## **18 PREVENTION OF FRAUD AND CORRUPTION**

18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud

in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

- 18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
- 18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

## 19 DISPUTE RESOLUTION

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “**Mediator**”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

## 20 GENERAL

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and Customer, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any Customer to make any commitments on the other Party's



behalf.

- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

## **21 NOTICES**

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

## **22 GOVERNING LAW AND JURISDICTION**

The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.



## ANNEX 2 – PRICE SCHEDULE

1. The charges for the Services shall be as set out in this Annex 2.
2. The total contract value shall be £95,200 including the optional contract extensions, but excluding VAT. The Price is comprised as follows:

Year 1: **REDACTED**

Year 1: **REDACTED**

Year 2 (Optional): **REDACTED**

Year 3 (Optional): **REDACTED**

**Total: £95,200**

3. Invoicing will be annual in advance.

## **ANNEX 3 – STATEMENT OF REQUIREMENTS**

## 1. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 1.1 CCS uses survey software for the creation of internal and external surveys. External surveys include Net Promoter Score (NPS) surveys to all Crown Commercial Service Customers. The surveys capture the details of customer perceptions of the service provided by CCS.
- 1.2 CCS currently has an agreement with an existing provider for the provision of survey software which is integrated within its Salesforce CRM system.
- 1.3 The replacement software survey solution will need to be in place by 26<sup>th</sup> February 2021, as detailed in Section 7, Key Milestones. This new contract will therefore be required to commence 12 February 2021.
- 1.4 CCS is therefore inviting offers for replacement survey software going forward. The new agreement will be required to be in place for a period of twelve (12) months, with the option to extend for a further twelve (12) + twelve (12) months (maximum 36 months).
- 1.5 Further information about Salesforce CRM is available on the Salesforce website at: [www.salesforce.com](http://www.salesforce.com).

## 2. DEFINITIONS

Expression or Acronym	Definition
CCS	means Crown Commercial Service
GDPR	means General Data Protection Regulation
KPI	means Key Performance Indicator
NPS	means Net Promoter Score
Salesforce CRM system	means Salesforce Customer Relationship Management system

## 3. SCOPE OF REQUIREMENT

- 3.1 CCS requires the provision of survey software to enable it to conduct internal and external surveys and capture and analyse data from survey responses.
- 3.2 The current Contract expires on 16<sup>th</sup> May 2021. This new contract requirement is to procure the software survey solution, inclusive of training and support, as specified in Section 6, The Requirement.

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- 3.3 In order for the replacement software survey solution to be in place by 26<sup>th</sup> February 2021, as detailed in Section 7, Key Milestones, this new contract will therefore be required to commence on 12 February 2021.
- 3.4 This Contract will be for a for a twelve month period, with the option to extend for a further twelve + twelve months (1 + 1 + 1. Maximum 36 months).
- 3.5 CCS's requirement is inclusive of the following:
- 3.5.1 **Survey Software solution**, as detailed at 6.2;
  - 3.5.2 **Multi-User Access**, as detailed at 6.7;
  - 3.5.3 **Training**, as detailed at 6.8; and
  - 3.5.4 **Support**, as detailed at 6.9.
- 3.6 **Trial of Software at Evaluation Stage**
- 3.6.1 Potential Suppliers are advised that as part of the evaluation for this procurement, CCS will require a trial of the software for the duration of the three week evaluation period. This requirement is detailed further below at Section 6 - The Requirement (section 6.10).
  - 3.6.2 Such trial will be at nil cost to CCS.

## 4. THE REQUIREMENT

- 4.1 Potential Suppliers must be able to demonstrate that their software solution can provide all elements of the requirements.
- 4.2 To ensure robustness and viability of Potential Suppliers' proposals, CCS will be testing functionality of all the following elements in 6.2 and 6.9 during the evaluation software trials:
- 4.2.1 **Survey Design: The Solution must:**
    - 4.2.1.1 Allow for surveys to be created with a wide variety of options and templates including mobile and web friendly, with the ability to vary and amend font type and size and question positioning.
    - 4.2.1.2 Ability to create multiple question types, including multiple choice, matrix tables, rating, ranking and free text and use graphics/images.
    - 4.2.1.3 Be able to create surveys using interactive graphics that encourage accurate and consistent survey completion.

- 4.2.1.4 Allow CCS to have complete control over the branding and look and feel of all surveys and forms, as well as the URLs and email from CCS mailbox addresses. Have the ability to send surveys from CCS mailboxes.
- 4.2.1.5 The Supplier to design five templates for CCS, e.g. a branded CCS template and a Cabinet Office branded template.
- 4.2.1.6 Be able to tailor and amend survey templates.
- 4.2.1.7 Be able to preview questions/pages of surveys to enable review during designing of surveys and before survey is issued.
- 4.2.1.8 Be able to create surveys with easy skip logic functionality, question conditions and branching
- 4.2.1.9 Allow question piping.
- 4.2.2 **Functionality:** The Solution must be able to:
  - 4.2.2.1 Have the ability to display branding as required.
  - 4.2.2.2 Allow for easy upload of multiple customer contact records.
  - 4.2.2.3 Offer functionality that will allow for surveys to be created and issued outside of the Salesforce CRM system, i.e. customer or supplier surveys.
  - 4.2.2.4 Have the ability to input survey questions into invitation emails.
  - 4.2.2.5 Allow multiple responses (when a survey link is forwarded for completion by a different person).
  - 4.2.2.6 Have the ability to adapt for use on websites e.g. the ability for a survey to 'pop-up' on a webpage.
  - 4.2.2.7 Allow CCS's customers to submit responses via mobile devices/interfaces and web browsers.
    - Mobile devices/interfaces means; mobile phones and tablets.
    - Web browsers means; accessed from a laptop or desktop computer or workstation.

- Browser compatibility must include Chrome, Firefox, Safari (Mac), Internet Explorer and Microsoft Edge.
- 4.2.2.8 Be able to store and save partial completion of a customer's response to enable surveys to be returned to at a later date.
- 4.2.2.9 Meet government accessibility requirements, as detailed under the Public Sector Bodies (Websites Mobile Applications) (No.2) Accessibility Regulations 2018. Services must achieve Web Content Accessibility Guidelines (WCAG) 2.1 level AA.
- (a) Government accessibility requirements - <https://www.gov.uk/service-manual/helping-people-to-use-your-service/making-your-service-accessible-an-introduction>
  - (b) Understanding WCAG 2.1 - <https://www.gov.uk/service-manual/helping-people-to-use-your-service/understanding-wcag>
  - (c) WCAG 2.1 (further detail) - <https://www.w3.org/TR/WCAG21/>
- 4.2.2.10 Confirm where the solution does not meet the accessibility requirements, in order to allow for appropriate alternative measures to be put in place. For example, this will include providing detail on which survey authoring choices are not compatible with the regulations.
- 4.2.3 **Integration:** The Solution must be able to:
- 4.2.3.1 Be integrated with CCS's Salesforce CRM system by using customers email address, contact name and other contact information to match returned responses.
  - 4.2.3.2 Supplier to work closely with CCS' Digital Services Directorate to integrate current three synchronised surveys with Salesforce and provide ongoing support to integrate future surveys.
  - 4.2.3.3 All responses to be fed back in real time, to enable CCS to view any data at any given time.
  - 4.2.3.4 Pre-populate surveys with data from Salesforce CRM system as required.
-

- 4.2.3.5 Both automatically and or manually trigger surveys based on multiple interactions for any action, report or workflow within Salesforce CRM system or other CCS systems, i.e. on delivery of a service or closure of an enquiry.
  - 4.2.3.6 Provide an email replay server that is DMARC compliant. The successful supplier must send the DKIM and SPF keys to CCS to avoid email being rejected.
  - 4.2.3.7 Be able to pull data back from Salesforce CRM system into Survey tool, i.e. case number, and push survey responses back to Salesforce CRM customer records.
  - 4.2.3.8 Allow CCS to monitor the integration transactions back into Salesforce for successes and failures, with narrative on errors to understand why it failed, and the ability to replay transactions on demand.
  - 4.2.3.9 Create and issue real time email alerts for specific responses, i.e. low scoring surveys, to any email address.
  - 4.2.3.10 Provide the ability to issue reminders to integrated/automated surveys, not just ad/hoc or manual surveys.
  - 4.2.3.11 Provide the ability to transfer and store existing survey data from the previous supplier and to future suppliers.
  - 4.2.3.12 Provide APIs to integrate with both Microsoft Power BI and Salesforce CRM system.
- 4.2.4 **Reporting:** The Solution must enable CCS to:
- 4.2.4.1 View the necessary data at any given time. All responses to be fed back in real time.
  - 4.2.4.2 Produce reports, charts and dashboards on the data collected through customer responses, with export functionality.
  - 4.2.4.3 Be able to create and tailor our own dashboards and reports within the platform and not rely on Salesforce CRM system.
  - 4.2.4.4 Be able to identify survey response rates, drop outs, bounce backs and abandonment points.



- 4.2.4.5 Be able to review response rates on a dashboard, e.g. how many surveys sent, viewed and responded as a graphic.
- 4.2.4.6 Be able to analyse by individual response and by individual survey question.
- 4.2.4.7 Undertake automated text analytics including key word, sentiment and topic analysis. Including the ability to pick out themes based on both quantitative and qualitative responses by survey type.
- 4.2.4.8 Analyse and export data into a variety of formats including PDF, Excel/CSV and PowerPoint.
  - For PowerPoint, this means the ability to export charts and narrative into a slide deck that can be used to present back summary findings.
- 4.2.4.9 Be able to schedule reports.
- 4.2.4.10 Be able to provide access to reports and survey response for customers via a sharing link.
- 4.2.4.11 The survey software must have the ability to provide detailed text analytics, i.e. the ability to identify key word searches and analysis from narrative text responses.
  - For example: if thirty responses are received with free text responses, and twenty of these contain the word 'Communications', this could highlight that this was an issue referenced by the majority of respondents.
- 4.3 The survey software must have the ability to transfer existing survey data from a previous Provider. Potential Suppliers are required to provide evidence of their solution's ability to achieve this.
- 4.4 Server Access: Potential Suppliers are required to note that CCS uses a Cloud based approach so no access to their servers will be possible throughout both the integration stage and the contract duration.
- 4.5 The survey software must store customer data onshore (UK data centre). Potential Suppliers must provide evidence of their data storage arrangements.
- 4.6 The survey software must support GDPR compliance. Potential Suppliers must agree to comply with GDPR legislation.
- 4.7 **User Access**

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- 4.7.1 The solution will need to be available as a multi-user licence which can be allocated to specific users within CCS. CCS will need to be able to reallocate licences, as required, over the term of the subscription at no extra cost.
  - 4.7.2 As a minimum, CCS requires ten CCS users to be able to access the product at the same time. A CCS user would be a person creating and managing surveys on behalf of the organisation. There are no maximum user caps to specify.
  - 4.7.3 Provide access for all users to be able to view all surveys created in all accounts.
  - 4.7.4 Provide multiple user admins to manage survey access to the other users. Admins to have access to all surveys.

#### 4.8 Training

- 4.8.1 The Potential Provider is required to provide training on the survey software to CCS.
  - 4.8.1.1 CCS will require the ten users to have access to the training.
  - 4.8.1.2 The training will need to be provided at the CCS Norwich office or online as required.
  - 4.8.1.3 The training will need to be provided within one week of the contract award.

#### 4.9 Support

- 4.9.1 The Supplier should offer support during the initial set up activity and throughout the course of the Contract. The Supplier is asked to confirm the set up period required.
- 4.9.2 Support during the entire contract term must include a minimum of:
  - 4.9.2.1 Telephone support
    - a) 8am - 6pm, Monday to Friday, excluding Public Holidays.
  - 4.9.2.2 Internet Support (via Email/Live Chat).
    - a) 8am - 6pm Monday to Friday, excluding Public Holidays.
  - 4.9.2.3 Support within the product

- a) As a minimum, CCS require in product help and access to the Potential Supplier's FAQs and website.
- b) Potential Suppliers are asked to detail the support available within the product within their tender submissions.

4.9.3 Any downtime, either scheduled or unexpected should be communicated to CCS within one hour via email to designated licence users with updates every two hours with indications on when service availability will be reinstated.

#### 4.10 Trial of Software at Evaluation Stage

4.10.1 As part of the evaluation process, CCS requires a trial of the Supplier's software, to ensure the solution meets the requirements set out.

4.10.2 The software trial is a mandatory requirement; bids will be deemed non-compliant if they are not able to provide trial access to their software.

4.10.3 Potential Suppliers are required, in their bid submission, to provide CCS with the appropriate access (such as log-in details or key-code) and instructions to enable access to the software.

4.10.4 Access to the trial software will be required for a three week period during the evaluation stage.

## 5. KEY MILESTONES AND DELIVERABLES

5.1 The Potential Provider should note the following project milestones that CCS will measure the quality of delivery against:

5.2 The following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Survey Software to be accessible to CCS on the day of contract commencement.	On Contract commencement date (12 February 2021)
2	The multi user licence/user licences will begin on the day of the contract commencement.	On Contract commencement date (12 February 2021)

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3	CCS to receive training on the survey software.	Within 1 week of Contract Commencement
4	Successful Provider to commence working with CCS to integrate the survey software.	On Contract Commencement Date (12 February 2021)
5	Successful provider will have achieved successful Integration of the survey software within the Salesforce CRM system, on both live and production servers.	Within 2 weeks of Contract Award – i.e. by 26 February 2021
6	Support during the entire contract term.	Throughout the duration of the contract

## 6. VOLUMES

6.1 CCS require the survey software to allow for a minimum of:

- 6.1.1 Unlimited surveys to be created.
- 6.1.2 250,000 survey requests issued, 150,000 through the Supplier, 100,000 through Salesforce CRM system, per 12 months.
- 6.1.3 Up to a one million survey responses to be received and stored.
- 6.1.4 These figures at 8.1.1, 8.1.2 & 8.1.3 are indicative and based on current volumes, but the expectation going forward is that these numbers may increase by a maximum of 25%.

## 7. CONTINUOUS IMPROVEMENT

- 7.1 The Provider should use six (6) monthly contract review meetings to inform CCS of any planned or scheduled improvements to their products or services. The appointed Provider's attendance at review meetings/other meetings will be at nil cost to CCS. These meetings do not need to be face to face, a conference call will suffice.
- 7.2 The Provider will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 7.3 The Provider should present proposed new ways of working to CCS during six-monthly Contract review meetings.
- 7.4 Changes to the way in which the Services are to be delivered must be brought to CCS's attention and agreed prior to any changes being implemented.

## 8. PRICE

- 8.1 Price to include full service offering as specified, including any required training.
- 8.2 Prices are to be submitted via the e-Sourcing Suite.

## 9. STAFF AND CUSTOMER SERVICE

- 9.1 CCS requires the Potential Provider to provide a sufficient level of resource throughout the duration of the Provision of Survey Software Contract in order to consistently deliver a quality service to all Parties.
- 9.2 Potential Provider's staff assigned to the Provision of Survey Software Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 9.3 The Supplier shall ensure that staff understand CCS's vision and objectives and will provide excellent customer service to CCS throughout the duration of the Contract.

## 10. SERVICE LEVELS AND PERFORMANCE

- 10.1 CCS will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Delivery timescales - Training	The ability to achieve the required key milestones which include:  Training on the survey software to CCS staff within one week of contract award.	100%
2	Delivery timescales - Software Integration	The ability to integrate the survey software within the Salesforce CRM system, on both live and production servers within two weeks of contract award. CCS uses a Cloud based approach so no access to servers will be possible.	100%
3	Service Delivery	The ability to provide <b>telephone and internet (via email/chat) support</b> to CCS between the hours of 8am to 6pm, Monday to Fridays,	100%

		excluding public holidays as a minimum.	
4	Service Delivery	The ability to notify CCS of any downtime, either scheduled or unexpected should be communicated to CCS within one hour via email to designated licence users, with updates every two hours with indications on when service availability will be reinstated.	100%

- 10.2 Where the Provider fails the above KPIs, CCS will, in the first instance, seek a mutually agreeable solution with the Supplier. However, if this is not possible, CCS reserves the right to cancel the agreement and seek alternative supply from the next ranked Potential Supplier identified during the procurement event.

## 11. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 11.1 The Potential Supplier will only be providing access to their survey product so will have no day to day requirement to visit CCS's premises. When a meeting is required then staff will be supervised by CCS personnel at all times. Meetings are likely to be via conference call.
- 11.2 The service provider shall have a clear incident response and patching system in place to remedy any publicly reported issues in their service.
- 11.3 The service provider shall notify CCS of any data breaches that occur involving CCS data and provide assurances of remediation.
- 11.4 The service provider shall ensure data will be adequately protected as it transits between CCS and the Service Supplier solution.
- 11.5 The service provider shall ensure that the service supports adequate authentication and authorisation of individuals for varying privileges and roles (i.e. privileged, support and end users).
- 11.6 The service provider shall support 2FA/multi-factor authentication on at least the high privileged accounts.
- 11.7 The service provider shall take all reasonable measures necessary to ensure that all CCS data is backed up, as a minimum on a 24 hourly basis, and recoverable within period which is agreed with CCS.

- 11.8 The service provider shall ensure that service supports adequate authentication and authorisation of individuals for varying privileges and roles (i.e. privileged, support and end users).
- 11.9 The service provider's service shall support encryption at rest for all CCS data considered highly sensitive (e.g. PII, commercially sensitive).
- 11.10 The service provider shall make useful security logs (e.g. login, administrator actions) available to CCS as part of the service. Where this is not possible, the service provider shall maintain such logs and have a mechanism in place to provide details of such logs upon request (e.g. during security investigations).
- 11.11 The service provider shall undertake an independent penetration test or IT Health Check of its SaaS application regularly (ideally annually) and implement appropriate mitigation for all critical or high issues.
- 11.12 The service provider shall take responsibility for ensuring that its suppliers/vendors supporting this service maintain a comparable level of security as per these requirements.
- 11.13 The service provider shall adhere to agreed retention timeframes with CCS and must utilise approved mechanisms for secure deletion of data due for deletion.
- 11.14 Potential Suppliers are required to demonstrate that their solution meets the required standards of ISO 27001:2013 for personal, procedural, policy, data and technical security.
- 11.15 Potential Suppliers are also required to be Cyber Essentials Plus certified under the Cyber Essentials Scheme.  
Details can be found here: <https://www.ncsc.gov.uk/cyberessentials/overview>
- 11.16 The survey software must support GDPR compliance. Potential Suppliers must agree to comply with GDPR legislation. (As per 6.6 of Section 6).

## **12. INTELLECTUAL PROPERTY RIGHTS (IPR)**

- 12.1 All data collected through the use of the product shall remain the property of CCS and will under no circumstances be used by the Supplier other than as required to perform its obligations under the Agreement.
- 12.2 The Supplier is able to retain IPR on the design solution, as this is not a bespoke requirement.

## **13. PAYMENT AND INVOICING**

- 13.1 Payment will be made annually on submission of an invoice. Invoices must display a relevant purchase order number.



- 13.2 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 13.3 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 13.4 Invoices should be submitted electronically to Lucy Bruce at the address below:  
lucy.bruce@crowncommercial.gov.uk

## **14. CONTRACT MANAGEMENT**

- 14.1 The Supplier should use six monthly contract review meetings to inform CCS of any planned or scheduled improvements to their products or services. The appointed Supplier's attendance at review meetings/other meetings will be at nil cost to CCS. These meetings do not need to be face to face, a conference call will suffice.
- 14.2 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 14.3 The Supplier should present proposed new ways of working to CCS during six-monthly Contract review meetings.
- 14.4 Changes to the way in which the Services are to be delivered must be brought to CCS's attention and agreed prior to any changes being implemented.

## **15. LOCATION**

- 15.1 The location of the Services will be carried out at  
**REDACTED**

### **ANNEX 4 – SUPPLIER'S RESPONSE**

(From the Supplier's Bid of 7<sup>th</sup> January 2021)

TECHNICAL – QUALITY / SERVICE DELIVERY		
Question Number	Question	Supplier's Responses
4.1	<p><b>Overview of Solution</b></p> <p>Please provide a brief outline of your proposed software solution.</p> <p><b>Guidance:</b> A detailed proposal is not required, as the solution will be assessed practically against the trial criteria in Questionnaire 5.</p>	REDACTED
4.2	<p><b>Contract/Account Evidence</b></p> <p>Please provide evidence of one previous contract/account held where you have provided a survey software solution, support services and adhered to service levels as described in Attachment 3 – Statement of Requirements. Please provide references to uphold your evidence including named personnel for contact including job title, email address and phone number.</p>	REDACTED
4.3	<p><b>Integration</b></p> <p>Please outline your approach to integrating the</p>	REDACTED

	survey software with Crown Commercial Services' Salesforce CRM Platform within two (2) weeks of contract award, as detailed within Section 7 (Key Milestones) of Attachment 3 – Statement of Requirements.	
4.4	<b>Transfer of Existing Survey Data</b> Please provide evidence of your solution's ability to transfer existing survey data from a previous provider, as detailed within section 6.3 of Attachment 3 – Statement of Requirements.	REDACTED
4.5	<b>Security/GDPR</b> Please provide confirmation that your solution adheres to a Cloud based approach, evidence of data storage arrangements conforming to the requirement for storing customer data onshore (i.e. a UK data centre), as well as compliance with all GDPR legislation.  Please also provide evidence of an email replay server that is	REDACTED

	DMARC compliant.	
4.6	<b>User Access</b> Please outline your approach to a multiuser licence and how licences can be reallocated and managed by the Authority, as detailed within section 6.7 of Attachment 3 – Statement of Requirements.	REDACTED
4.7	<b>Training</b> Please outline your approach to meeting the minimal training requirement detailed within section 6.8 of Attachment 3 – Statement of Requirements.	REDACTED
4.8	<b>System Downtime</b> Please outline your approach to meeting the required minimal service levels for managing system downtime detailed within section 6.9.3 of Attachment 3 – Statement of Requirements.	REDACTED
4.9	<b>Support &amp; Service</b>	REDACTED

	<p><b>Levels</b></p> <p>Please outline your approach to meeting the required minimal service levels, as detailed within section 6.9 of Attachment 3 – Statement of Requirements, for providing support during the entire term of the contract to Crown Commercial Service's licences users. Please give contact details and full details of how the support is to be accessed.</p> <p>.</p>	
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SOFTWARE TRIAL		
Question Number	Question	Supplier's Response
Survey Design & Functionality		
5.1	Be able to provide a wide range of varied survey design options and a selection of question types including matrix tables, free text and interactive graphics.	REDACTED
5.2	Be able to apply CCS branding and have complete control over the look and feel of all survey templates and forms.	
5.3	Have the ability to input survey questions into invitation emails, with complete control over	

	email templates and text.	
5.4	Create surveys with easy skip logic functionality, question conditions, branching and question piping.	
5.5	Be able to preview questions/pages of surveys during the designing of surveys.	
5.6	Allow for easy upload of multiple customer contact records.	
5.7	Be able to send surveys from CCS mailbox addresses and URLs.	
5.8	Customers must be able to submit responses via mobile devices/interfaces and web browsers. The survey software must have the ability to adapt for use on websites (i.e. the ability for the survey to 'pop up' on a webpage).	
5.9	Store and save partial completion of a customer's response to enable surveys to be returned to at a later date.	
5.10	The survey software meets Government accessibility requirements.	
Integration with Salesforce		
5.11	Be able to integrate with Salesforce by using customer's email address, contact name and other contact information to match returned responses.	REDACTED
5.12	Be able to prepopulate surveys with customer information from data stored in Salesforce.	
5.13	Synchronise data from survey responses back into customer records in Salesforce, with the ability to monitor for successes and failures.	

5.14	Automatically and manually trigger surveys based on multiple interactions for any action, report or workflow within Salesforce or other CCS systems, i.e. on delivery of a service or closure of an enquiry.	
5.15	Create and issue real time email alerts for specific responses (e.g. low responses) to any email address.	
Reporting		
5.16	All reporting to be available in real time, including responses fed back in real time to enable CCS to view any data at any given time.	REDACTED
5.17	Be able to create and tailor reports, charts and dashboards on the data within the platform, with export functionality.	
5.18	Be able to analyse and export all reports and dashboards in either Excel, PDF or PowerPoint, including being able to provide access via links.	
5.19	Be able to identify survey drop off points and response rates.	
5.20	Ability to provide detailed text analytics.	

**This Contract will also operate subject to the Supplier's SoW for implementation / training received by the Customer on 19<sup>th</sup> February 2021. The details of which are as follows:**

### **Professional Services Exhibit**

*Customer agrees that Qualtrics may use subcontractors to deliver any portion(s) of the Project at Qualtrics' discretion. Qualtrics currently intends to use **REDACTED**. Qualtrics will provide notice to Customer if the delivery subcontractor changes.*

**REDACTED**

### **ANNEX 5 – CLARIFICATIONS**

OFFICIAL



**Not Applicable**

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## ANNEX 6 – ADDITIONAL TERMS & CONDITIONS

### 1. Data Protection

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Annex 1 to this Schedule (Processing Personal Data) by the Customer and may not be determined by the Supplier.
- 1.2 The Supplier shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 1.3 The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
  - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4. The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Framework Agreement:
- (a) process that Personal Data only in accordance with Annex 1 (Processing Personal Data), unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
  - (b) ensure that it has in place Protective Measures which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
    - (i) nature of the data to be protected;
    - (ii) harm that might result from a Data Loss Event;
    - (iii) state of technological development; and
    - (iv) cost of implementing any measures;
  - (c) ensure that :
    - (i) the Supplier Personnel do not process Personal Data except in accordance with this Framework Agreement (and in particular Annex 1 (Processing Personal Data));

- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:
    - (A) are aware of and comply with the Supplier's duties under this Clause;
    - (B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
    - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Contract; and
    - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained or to the extent necessary to comply with Customer's instructions and the following conditions are fulfilled:
  - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
  - (ii) the Data Subject has enforceable rights and effective legal remedies;
  - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
  - (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the this Contract unless the Supplier is required by Law to retain the Personal Data.

1.5 Subject to Clause 1.7, the Supplier shall notify the Customer immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

- 1.6 The Supplier's obligation to notify under Clause 1.5 shall include the provision of further information to the Customer in phases, as details become available.
- 1.7 Taking into account the nature of the processing, the Supplier shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 1.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
- (a) the Customer with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Customer following any Data Loss Event;
  - (e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 1.8 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- (a) the Customer determines that the processing is not occasional;
  - (b) the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
  - (c) the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9 The Supplier shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.
- 1.10 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 1.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Supplier must:
- (a) notify the Customer in writing of the intended Sub-processor and processing;
  - (b) obtain the written consent of the Customer;
  - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 1.11 such that they apply to the Sub-processor; and
  - (d) provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
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- 1.12. The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.
- 1.13 The Supplier may, at any time on not less than 30 Working Days' notice, revise this Clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 1.15 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Annex 1 (Processing Personal Data) by the Customer and may not be determined by the Supplier.
- 1.16 The Supplier shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 1.17 The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
  - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.18 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
- (a) process that Personal Data only in accordance with Annex 1 (Processing Personal Data), unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
  - (b) ensure that it has in place Protective Measures which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
    - (i) nature of the data to be protected;
    - (ii) harm that might result from a Data Loss Event;
    - (iii) state of technological development; and
    - (iv) cost of implementing any measures;
  - (c) ensure that :

- (i) the Supplier Personnel do not process Personal Data except in accordance with this Call Off Contract (and in particular Annex 1 (Processing Personal Data));
  - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:
    - (A) are aware of and comply with the Supplier's duties under this Clause;
    - (B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
    - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Call Off Contract; and
    - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained or to the extent necessary to comply with Customer's instructions and the following conditions are fulfilled:
  - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
  - (ii) the Data Subject has enforceable rights and effective legal remedies;
  - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
  - (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Call Off Contract unless the Supplier is required by Law to retain the Personal Data.

1.19 Subject to Clause 1.21, the Supplier shall notify the Customer immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory Customer in connection with Personal Data processed under this Call Off Contract;

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- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Data Loss Event.
- 1.20 The Supplier's obligation to notify under Clause 1.19 shall include the provision of further information to the Customer in phases, as details become available.
- 1.21 Taking into account the nature of the processing, the Supplier shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 1.19 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
- (a) the Customer with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Customer following any Data Loss Event;
  - (e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 1.22 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- (a) the Customer determines that the processing is not occasional;
  - (b) the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
  - (c) the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.23 The Supplier shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.
- 1.24 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 1.25 Before allowing any Sub-processor to process any Personal Data related to this Call Off Contract, the Supplier must:
- (a) notify the Customer in writing of the intended Sub-processor and processing;
  - (b) obtain the written consent of the Customer;
-



- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 1.25 such that they apply to the Sub-processor; and
- (d) provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.

1.26 The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.

1.27 The Supplier may, at any time on not less than 30 Working Days' notice, revise this Clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Call Off Contract).

1.28 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Supplier amend this Call Off Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

## Annex 1 –Processing Personal Data Authorised Processing Template

1. The contact details of the Customer's Data Protection Officer is:  
  
REDACTED
2. The contract details of the Supplier Data Protection Officer is:  
  
REDACTED
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Annex.

Contract Reference:	CCSO20A99
Date:	5 <sup>th</sup> February 2021
Description Of Authorised Processing	Details
Identity of the Controller and Processor	<p>1.1 <b>OPTION A:</b> <i>Customer as Controller</i></p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor in accordance with Clause 1.1.</p>
Subject matter of the processing	Data processing is not within scope of the Statement of Requirements of this contract. However, work-contact details of some CCS staff and some CCS customers may be viewable.
Duration of the processing	The duration of the contract, including any extensions to it.

Nature and purposes of the processing	Not applicable within the context of the Statement of Requirements.
Type of Personal Data	Possibly name; phone number; email address; official address of some CCS staff and some CCS customers.
Categories of Data Subject	Some CCS staff and some CCS customers.
	Any data will be retained for the duration of the contract and any extensions to it. Upon final expiry of the contract, any data will be securely deleted in a manner that is compliant with GDP regulations.

## ANNEX 7 – CHANGE CONTROL FORMS

CHANGE CONTROL NOTICE (CCN)			
<b>Contract Title:</b>	Contract for the Provision of <b>Insert title of requirement</b> (The Contract)		
<b>Contract Reference:</b>		<b>Contract Change Number:</b>	
<b>Date CCN issued:</b>		<b>Date Change Effective from:</b>	
<p><b>Between:</b> The <b>Insert Name of Contracting Authority</b> (The Customer) and <b>Insert name of Supplier</b> (The Supplier)</p> <ol style="list-style-type: none"> <li>1. The Contract is varied as follows:               <ol style="list-style-type: none"> <li>1.1. <b>Insert details of changes to the original contract.</b></li> </ol> </li> <li>2. Words and expressions in this Change Control Notice shall have the meanings given to them in the Contract.</li> <li>3. The Contract, including any previous Contract changes, authorised in writing by both Parties, shall remain effective and unaltered except as amended by this Change Control Notice.</li> </ol>			
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="border: 1px solid black; width: 150px; height: 40px; margin-bottom: 10px;"></div> <div style="border: 1px solid black; width: 200px; height: 40px; margin-bottom: 10px;"></div> <div style="border: 1px solid black; width: 150px; height: 40px; margin-bottom: 10px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <span>Signature</span> <span>Print Name and Job Title</span> <span>Date</span> </div>			<p>Change authorised to proceed by: (Customer's representative):</p>
<div style="display: flex; align-items: flex-start;"> <div style="width: 150px;"> <p>Authorised for and on behalf of the Supplier:</p> </div> <div style="flex-grow: 1; display: flex; justify-content: space-between; align-items: flex-end;"> <div style="border: 1px solid black; width: 200px; height: 40px; margin-bottom: 10px;"></div> <div style="border: 1px solid black; width: 200px; height: 40px; margin-bottom: 10px;"></div> <div style="border: 1px solid black; width: 150px; height: 40px; margin-bottom: 10px;"></div> </div> <div style="display: flex; justify-content: space-between; width: 100%;"> <span>Signature</span> <span>Print Name and Job Title</span> <span>Date</span> </div> </div>			



Crown  
Commercial  
Service

OFFICIAL  
Contract Attachment 5 – Services  
Provision of Survey Software  
CCSO20A99

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Authorised for and on  
behalf of the  
Customer:

Signature

Print Name and Job Title

Date

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OFFICIAL

**Annex 8**  
**Professional Services Exhibit**

*Customer agrees that Qualtrics may use subcontractors to deliver any portion(s) of the Project at Qualtrics' discretion. Qualtrics currently intends to use **REDACTED**. Qualtrics will provide notice to Customer if the delivery subcontractor changes.*

**REDACTED**