



**Direct Line:** REDACTED  
**E-Mail:** REDACTED  
**Our Ref:** C3144  
**Date:** 31 July 2023

FAO: REDACTED  
Menace Management Limited  
REDACTED  
REDACTED  
REDACTED

Dear REDACTED,

### **C3144 Provision of Consultancy for Music Streaming Metadata**

Acting on behalf of the Secretary of State for the Department of Science, Innovation and Technology (DSIT) operating through the Chief Executive of the Intellectual Property Office (an operating name of the Patent Office), I am pleased to confirm that your proposal for the above services has been accepted.

The terms and conditions of this award are based upon:

1. This Offer letter.
2. Your proposal dated 27 April 2023 (See Annex A – Proposal)
3. Your responses to clarification questions dated 19 June 2023 (See Annex B – Supplier Clarification Questions)
4. Agreed Statement of Works (SoW's) based on the template at Annex D
5. BEIS standard terms & conditions of contract for the purchase of services;
6. Achieving Transparency and Information Sharing in Government Procurement Exercises;
7. Other conditions defined as part of this award letter.

### **Terms and Conditions**

As stated, the BEIS standard terms and conditions of contract for services will govern the provision of any services provided under this agreement. Further details of these terms can be found below:

[BEIS Standard Terms and Conditions of contract for Services  
\(publishing.service.gov.uk\)](https://publishing.service.gov.uk)



## Requirement

See Specification (Annex C)

Mobilisation Stage Start Date: 31 July 2023

This stage will include (but not limited to) the following:

- Pre-meet and meeting of Stakeholder Group and Chair
- Agree Data Expert resource and role
- Develop and agree SoW for Phase 1

Mobilisation Stage End Date 1 September 2023

Contract Start Date: 4 September 2023

Contract Expiry Date: 4 March 2024

Contract Initial Period: 6 months

Contract Optional Extension period: One (1) extension period of option for up to a two (2) month time only extension at the sole discretion of the customer and subject to internal approvals.

## Specific Condition

Any information or data gathered by the contractor as part of or during the process of delivery of our requirement remains the sole property of the INTELLECTUAL PROPERTY OFFICE. The contractors must not divulge, discuss or share findings, reports or outcomes with any other parties other than the IPO. All customer data used, provided or gathered for this project remains the property of the IPO and must not be sold on to any other party unless prior written permission is provided.

## Invoicing and Payment Terms

For the avoidance of doubt, the contract will be performed on a capped cost basis for the amount of £113,400.00 (including VAT).

Payment will be made at completion of the milestones within agreed Statements of Work (SoW's) for each Phase of the project. The following are indicative objectives based on your tender response and will be formalised within the agreed SoW's:

Milestone No	Milestone Description	Cost (inc VAT)
1.	REDACTED	REDACTED



2.	REDACTED	REDACTED
3.	REDACTED	REDACTED
4.	REDACTED	REDACTED
5.	REDACTED	REDACTED
Phase 1 – IPO review		
5.	REDACTED	REDACTED
6.	REDACTED	REDACTED
BREAKPOINT - Phase 2 – IPO review (as per break clause)		
7.	REDACTED	REDACTED
8.	REDACTED	REDACTED
9.	REDACTED	REDACTED
10.	REDACTED	REDACTED
Phase 3 – IPO review		
Total (including VAT)		£113,400.00

All valid invoices will be paid within 30 days of receipt. Please submit your Invoice by e-mail, quoting the purchase order reference and the contract reference C3144. Please include a full breakdown of charges for the services being provided to: [payables@ipo.gov.uk](mailto:payables@ipo.gov.uk)

The invoice must be submitted promptly following completion of the services and must contain sufficient detail to allow the IPO to determine the exact services for which it is being charged.

### **Limitation of Liability**

The IPO's entire limitation of liability under this contract shall not exceed £113,400.00 including VAT.

### **Contact Information**

*IPO Contract Manager:*

REDACTED

Tel: REDACTED M: REDACTED

E-mail: REDACTED

Nothing contained in this Offer and in the attached shall be construed as notifying or implying acceptance by the Authority of any estimated or suggested price or of any condition of Contract which may have been referred to orally or in writing in any previous discussion or correspondence.

Yours sincerely,

REDACTED

REDACTED

**BY SIGNING THIS AWARD LETTER, THE SUPPLIER AGREES** to enter a legally binding contract with the Customer to provide the Services. The Parties hereby acknowledge and agree that they have read the terms and conditions and by signing below agree to be bound by the terms of this Contract.

**Signed by an authorised signatory for and behalf of the Supplier**

Supplier\_Signature

REDACTED

31 July 2023

**For and on behalf of the Buyer**

Contracting\_Authority\_Signature

REDACTED

1 August 2023

**ANNEX A – PROPOSAL**

REDACTED

**ANNEX B – SUPPLIER CLARIFICATION RESPONSES**

REDACTED

## ANNEX C – SPECIFICATION

Project Title	C2834 Provision of Music Streaming Metadata Consultancy
Contract Manager	REDACTED
Project Term – Months	6 months with option for up to a 2-month time only extension

### 1. SUMMARY AND PURPOSE

- 1.1 The Intellectual Property Office (IPO) requires a Potential Provider to catalogue metadata flows within the music industry, map existing metadata flows, identify areas for improvement/metadata quality objectives and develop a plan for improvement, including identifying KPIs (Key Performance Indicators) for the IPO to monitor industry progress on metadata quality.
- 1.2 The Potential Provider will work with music industry experts to identify data sources and assemble existing metadata flows, map these data flows, and identify what steps are needed to improve these data flows. They will also identify KPIs that will measure any improvements made.
- 1.3 This work forms part of the government's work on music metadata. Currently there are complexities in the current metadata landscape which mean it will often take 6-18 months for songwriters and publishers to be paid for the use of their works, if they are paid at all. Following a Department for Culture, Media, and Sport (DCMS) Select Committee inquiry, the government launched a comprehensive program of work aimed at improving the music streaming ecosystem for creators. The IPO is leading the government's work on music metadata.

### 2. BACKGROUND TO THE IPO

- 2.1 The Intellectual Property Office (IPO) - an operating name of the Patent Office - is an Executive Agency of the Department for Science, Innovation and Technology (DSIT). It aims to stimulate innovation and enhance the international competitiveness of British industry and commerce. It offers customers an accessible, high quality, value for money system both nationally and internationally, for granting intellectual property rights. It is also responsible for government policy on intellectual property, including copyright and related rights.

2.2 The IPO is a highly successful organisation which, over its 155-year history, has adapted its approach and services to meet changing demands. Its core business and products deliver high quality, cost effective Intellectual Property (IP) rights to customers and its success in these core areas is tied to a much wider range of activities, such as awareness-raising and enforcement. Its customers operate within both the UK and global economies. Further information about the IPO can be found on its website at: [www.ipo.gov.uk](http://www.ipo.gov.uk)

### **3. BACKGROUND TO THE REQUIREMENT**

3.1 Following a Department for Culture, Media, and Sport (DCMS) Select Committee inquiry, the government launched a comprehensive program of work aimed at improving the music streaming ecosystem for creators.

3.2 Among other things, the Select Committee raised significant issues regarding metadata management. The Intellectual Property Office (IPO) is leading the government's work in this area. This work directly links to the [IPO Strategy](#) ambition of supporting creators so they, and society, get the most out of their ideas.

3.3. Within the music industry, metadata describes the characteristics of a song – its name, recording artist, record label etc. Currently, the metadata which describes who wrote a song's music or lyrics is often inaccurate or missing. This is because of poor education and practice around metadata entry, certain parties amending or removing metadata, complexities in metadata flows and the lack of wide and timely access to certain key data codes.

3.4 As a result, it will often take 6-18 months for songwriters and publishers to be paid for the use of their works, if they are paid at all.

3.5 Following the [DCMS Select Committee inquiry](#) and the [government's response](#) the IPO, as a neutral party, established a group of technical industry experts to coordinate a voluntary approach to regulation.

3.6 This group have been developing a voluntary industry agreement setting out a two-year plan and code of good practice on metadata standards. As part of the agreement, over the next two years, the group will agree to “progressively improve the quality and timeliness of work and songwriter metadata associated with new recordings on streaming services” so that metadata will be provided to streaming services in similar timeframes as recording and artist metadata and works and songwriters are consistently credited on streaming services.

3.7 The areas of work set out in this requirement will confirm the groups understanding of the current flow of metadata within the music industry and identify areas for improvement as well as measurements and metrics to ensure progress towards this improvement.

### **4. DEFINITIONS**

Expression/Acronym	Definition
DSIT	Department for Science, Innovation and Technology
CPMO	Change and Project Management Office, IPO
DCMS	Department for Culture, Media and Sport
DSP	Digital Service Provider
FTE	Full-time Equivalent
IPO	Intellectual Property Office
The Group	The group of music industry metadata experts, established by the IPO after the DCMS Committee enquiry

## 5. SCOPE OF THE REQUIREMENT

5.1 The project will be split into three phases:

- **Phase 1: Cataloguing:** Assemble existing metadata flows, identify data sources.
- **Phase 2: Mapping:** Profile existing metadata flows to identify areas for improvement/metadata quality objectives.
- **Phase 3: Key Performance Indicators (KPIs):** Develop a plan for metadata quality maintenance and improvement in the ecosystem and identify KPIs to monitor and report on metadata quality.

## 6. THE REQUIREMENT

6.1 It would be highly desirable if the Potential Provider has experience of and has reasonable knowledge of the music industry, in particular an understanding of how data is shared within it. This is to ensure that the Potential Provider will understand the information and discussions amongst industry stakeholders. Industry experts will be involved in this process on a country basis following an industry agreement on metadata. Industry experts would not be able to provide training for the Potential Provider. The Potential Provider would need to work effectively with industry experts from day one, knowledge of the industry and an understanding of data sharing within it will be vital to this.

6.2 The Potential Provider must have the ability to identify data sources within the music industry and use this baseline data to develop a detailed, process map that explains the current landscape and data flows within it.

6.3 The Potential Provider must have the ability to conduct a thorough gap analysis that identifies disparities and can be used to inform improvements and the subsequent metrics to measure these improvements.

6.4 The Potential Provider must have the ability to develop a clear, detailed plan for metadata quality maintenance and improvement and identify and agree KPIs, with the IPO and industry, to enable future monitoring and reporting.

6.5. The Potential Provider must have the ability to engage with government and industry stakeholders, ensuring as far as possible that each deliverable within the project is agreed with the appropriate industry groups.

6.6 The project will be split into three phases:

6.7 The scope of **Phase 1: Cataloguing**: Assemble existing metadata flows, identify data sources. This phase involves:

- Engagement with key industry stakeholders, to include:
  - o Gathering existing information on the current data flows within and between different industry parties
  - o Engaging with industry on specific questions around the availability of current metadata, sources of current metadata, dataflows, links between recordings and work data and issues of cost, inefficiency and inaccuracy involved in making the metadata available. Also covering what works well and what doesn't work well at present from a range of industry stakeholders.

6.8 The scope of **Phase 2: Mapping**: Profile existing metadata flows to identify areas for improvement/metadata quality objectives. This phase involves:

- Producing a detailed process map that articulates the current landscape and flows of metadata across the streaming value chain for both recording and musical work and including the various creative sub-processes/variations to creative process e.g. medleys, samples, DIY Artist, remote creation etc.). Suggested mapping could include:
  - o Creative Process – different main use cases (approx. 10 initially identified such as cover songs and writing camp) through to delivery to Releasing Parties.
  - o Releasing Parties (Label, Distributor, Aggregator) through to Digital Service Providers (DSP).
  - o DSP usage reporting to Licensors & Back.
  - o Songwriters to Publishers / Collecting Societies to Publishers.
  - o Creation and access to identifiers.
  - o Authority Tree for Data (the different data authority based on different use cases within the music industry).

- Producing a gap analysis that identifies disparities in data identification, storage, management, governance and flow within the streaming value chain, technology gaps, dependencies, formats, and standards impacted. Possible areas to consider are: That every data element has a clear purpose, that data is provided by the most authoritative source, unique and unambiguous data identifiers and when they should be assigned.

6.9 The contract will run until the end Phase 2 with the inclusion of a **breakpoint** in the contract at the end of this phase for the outcome of the Phases 1 and 2 to be reviewed and assessed by the IPO.

6.10 A decision on whether to exercise this breakpoint will be made by the end of week 16 of the project and if exercised no further supplier contribution will be commissioned. Any ongoing assignments will be finalised and closed, and the contract will then cease.

6.11 The scope of **Phase 3: KPIs**: Develop a plan for metadata quality maintenance and improvement in the ecosystem and identify KPIs to monitor and report on metadata quality. This phase includes:

- Engagement with key industry stakeholders to discuss metrics for evaluation on the areas for improvement.
- Identifying potential Key Performance Indicators for each area of improvement, setting out different levels of improvement (e.g. low, medium, high) and sensible timescales (e.g. within 6 months, 2 years etc.) and how these will help achieve the overarching goal: that creators are paid the right amount at the right time. KPIs should include headline metrics, qualitative metrics, and quantitative metrics.
  - o KPIs could centre around the level of population of specific fields for the relevant data delivery formats whether data fields are populated or not. This could identify availability and quality of data at key intersections in the overall data chain. The 'Core data set' which will form part of the metadata music industry agreement could be used across the main data exchange formats used in the industry as an initial benchmarking exercise to develop KPIs.
  - o KPIs could also consider the coverage, occurrence of links between the musical work and the recording core data elements and consider the coverage of data links held by the different industry parties. An additional measure of the links which are contested within the music industry, which is where a recording has been identified to more than one musical work song.

- o Possible areas to consider also include: Level of population of specific fields for relevant data delivery formats e.g. key intersections in the overall data chain, overall “value” of data relating to recording/works e.g. based upon levels of streaming usage for more granular measurement.
- o Any KPI that identifies which party or parties in the metadata value chain should measure specific KPIs will need to be considered and any behavioral changes where necessary.
- Agreeing right level of metrics for evaluation on the areas of improvement and final version of process mapping with Policy and Industry, this will likely involve time for review and discussion and potentially engaging the agreed escalation/arbitration mechanism should there be disagreement between certain industry parties.
- Producing a clear, detailed plan/delivery roadmap with industry that identifies potential ways of reaching each KPI in each area of improvement over agreed timescales.

## **7. PROJECT MILESTONES AND OUTPUTS**

7.1 The Potential Provider will work closely with government and industry stakeholders throughout the project, they must consider appropriate times to engage in addition to those set out within “The Requirement” section.

7.2 In the first phase, the Potential Provider will be expected to share the information on existing dataflows with industry and the IPO. This is so industry can confirm the information is sufficient to inform the process map and subsequent suggested improvements and metrics and so IPO can review progress of the project.

7.3 In the second phase, the Potential Provider will be expected to produce a Process Map product and a Gap Analysis. The Supplier must share these with industry and the IPO for the reasons set out above.

7.4 At the end of the second phase there will be a breakpoint and the IPO will review progress before deciding whether to continue with the selected Provider for the third phase.

7.5 In the third phase, the Potential Provider will be expected to produce a clear plan for improvement, including KPIs that set out milestones and timings to achieving long-term improvement. The Potential Provider will be expected to get agreement on the plan and KPIs with industry and the IPO before the project closes.

7.6 Indicative project milestones are below:

Milestone	Description	Timeframe
1	Start-up meeting	Within 1 week of contract award
2	Confirm requirement with IPO	Within 1 week of contract start date
3	Phase 1 - Carry out workshops and interviews	Within 3 weeks of contract start date
4	Phase 1 – Confirm data gathered is sufficient	Within 4 weeks of contract start date
5	Phase 1 – IPO review	Week 4 following contract start date
6	Phase 2 – Process Map completed and agreed	Within 8 weeks of contract starting date
7	Phase 2 – Gap Analysis produced and agreed	Within 16 weeks of contract starting date
8	Phase 2 – IPO review [break clause]	Week 16 following contract start date
<b>BREAKPOINT</b>		
9	Phase 3 – Engagement with industry	Week 16 following contract start date
10	Phase 3 – Identify KPIs	Within 20 weeks following contract start date
11	Phase 3 – Develop plans for improvements	Within 22 weeks following contract start date
12	Phase 3 – Agree plans and KPIs with industry and IPO	Within 24 weeks following contract start date
13	Phase 3 – IPO review	Week 24 following contract start date
14	Project close	Week 24 following contract start date

7.7 Some phases and products will need to be developed and agreed iteratively. The Potential Provider will have the ability to build this into timescales ensuring they still hit agreed milestones.

7.8 The Potential Provider will be aware that engagement, particularly with industry, will need to be planned in advance. They are expected to keep industry abreast of their plans to ensure maximum engagement.

## 8. TIMINGS

8.1 Overall, the project is expected to be delivered within six months. The breakdown for each of the phases are:

- Phase 1 – 4 weeks (FTE)
- Phase 2 – 12 weeks (FTE)
- Phase 3 – 8 weeks (FTE)

8.2 The Potential Provider must report to the IPO throughout the Project. We expect this will involve check-in points throughout the length of the project and this will be confirmed when the project commences.

8.3 The Potential Provider will also need to provide regular updates to industry, timings of this are currently dependent on timings of regular industry meetings.

## **9. RESOURCES**

9.1 The Potential Provider will need to provide sufficient, suitably experienced resource to achieve the required outcomes within the period of the contract.

9.2 The Potential Provider will have access to individuals within the IPO and the Industry Data Expert Group who will collaborate on the workshops

## **10. SECURITY REQUIREMENTS AND CONFIDENTIALITY**

10.1 Confidentiality: The Potential Provider will comply with the confidentiality clause 8 of the contract terms and conditions in respect of all work carried out for the customer.

## **11. SUSTAINABILITY**

11.2 The IPO has a responsibility to act and to support nature, the environment, and its vital contributions to biodiversity. The Potential Provider is required to act in sustainable manner in the delivery of the Contract, particularly in terms of eliminating waste, reducing travel, and minimising energy consumption. The Potential Provider must comply with all current legislation regarding sustainability and legislation introduced or amended during the period of the contract pertaining to this.

11.3 This must include compliance with the Modern Slavery Act 2015 and the Climate Change Act 2008.

11.4 The Potential Provider must consider their carbon footprint in allocating and deploying resources to undertake requirement.

## **12. CONTINUOUS IMPROVEMENT**

12.1 This is a reasonably short, succinct piece of work with key deliverables due six months after the contract start date. As such, the Potential Provider's performance will not have specific in-built requirements for continuous improvement.

## **13. RESOURCES**

13.1 The Potential Provider must be able to provide appropriately qualified and experienced resources to ensure timely delivery of contract requirements. The Copyright Digital Technologies Policy Team will be predominantly involved in the work, but other areas of the IPO may be involved including Commercial, CPMO teams as necessary.

#### **14. PAYMENT**

14.1 Payment will only be made on satisfactory delivery of the agreed services.

14.2 Before payment, any invoices that are received must include a detailed breakdown of the work completed and the associated costs.

14.3 All invoices must quote a relevant IPO Purchase Order and Contract reference number and be emailed to REDACTED

14.4 Payment will be made within 30 days of receipt of invoice.

**ANNEX D – STATEMENTS OF WORK TEMPLATE**

**Statement of Work (SOW)  
C3144 Provision of Consultancy for Music Streaming Metadata**

**REDACTED**