

## TERMS AND CONDITIONS

This Agreement is made and entered into as of the last date signed below (the “Effective Date”) by and between Nimdzi Insights LLC, a Washington LLC corporation having its principal place of business at REDACTED TEXT under FOIA Section 40, Personal Information (“Nimdzi”) - a research and consulting firm focused on the language services industry, and Crown Commercial Services (the “Second Party”). The CCS Language Services Category is responsible for providing Central Government, Arms Length Bodies, the Wider Public Sector (including the 3rd sector) with access to translation, transcription, interpreting and a quality assurance service.

Upon approval from both parties, Nimdzi will undertake the research details below (as taken from Annex A - Statement of Requirements.docx) -

Price benchmarking activity for the language services industry to better understand the sector, the cost of the services that CCS intends to offer and how they relate to both CCS competitor frameworks, as well as standard industry pricing, to allow commercial benefits to be clearly understood.

The research will entail the following activities -

- The preparation, sharing and analysis of a survey to obtain quantitative data on the pricing of language services in the UK. This engagement will agree on an appropriate matrix to capture the feedback. Nimdzi will be expected to share insight with CCS to ensure the best outcome, both in terms of response rate and data captured.
- Nimdzi shall conduct the survey with a minimum expectation that 50 individual responses will be captured from language service providers.
- Provide a written report to summarise findings and give recommendations on future pricing of language services.
- Findings are to be presented in a draft report, which will be reviewed by CCS. Feedback will be given to Nimdzi in advance of a final report being completed.

The price benchmarking exercise will cover the following areas -

- Telephone Interpreting
- Spoken Face to Face Interpreting
- British Sign Language Interpreting
- Video Interpreting Services (both VRI and VRS)
- Translation Services (including Machine Translation)
- Transcription Services (including AI solutions including Automated Speech Recognition Software)

The agreed required steps to complete pricing assessment in the language services sector are in three stages -

1. Scope – agree on deliverables, data sources and timelines
2. Analyse – collect data, analyse price and market capacity
3. Report – provide a report detailing findings, including recommendations for CCS and suppliers in the market. Highlight any areas of concern, as well as potential and tactical benefits for CCS.

Key milestones and Deliverables -

<b>Milestone/ Deliverable</b>	<b>Description</b>	<b>Timeframe for Delivery from Contract Award Date</b>
1	Agree deliverables, data sources and timelines	Within 3 weeks
2	Collect spend data, analyse service levels versus price and market capacity	Within 8 weeks
3	Draft report submitted for customer review	Within 10 weeks
4	Finalise report after feedback	Within 12 weeks

In consideration of the mutual obligations specified in this Agreement and any compensation paid to Nimdzi for services provided hereunder, the parties agree as follows:

Payment of invoice in USD is due to:

Nimdzi Insights LLC

REDACTED TEXT under FOIA Section 40, Personal Information

Invoice total assumes payment in USD is made by check, ACH transfer, or wire transfer. Credit card use must be pre-authorized and subject to standard processing fees (see below).

For online payment via credit card, please contact REDACTED TEXT under FOIA Section 40, Personal Information, and we will be happy to assist you. A fee equal to (2.9% - Domestic or 4.9% - International) of the invoice amount will be added to your invoice total. If a credit card payment is made without authorization, the associated transaction fees will be applied to subsequent invoices or retroactively, if needed.

Invoices outstanding for over 14 days are subject to a 1.5% per month late payment penalty.

## NON-DISCLOSURE AGREEMENT

WHEREAS Nimdzi and the Second Party (the “Parties”) have an interest in participating in discussions wherein either Party might share information with the other that the disclosing Party considers to be proprietary and confidential to itself (“Confidential Information”); and

WHEREAS the Parties agree that Confidential Information of a Party might include, but not be limited to that Party’s: (1) business plans, methods, and practices; (2) personnel, customers, and suppliers; (3) inventions, processes, methods, products, patent applications, and other proprietary rights; or (4) specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information;

NOW, THEREFORE, the Parties agree as follows:

1. Either Party may disclose Confidential Information to the other Party in confidence provided that the disclosing Party identifies such information as proprietary and confidential either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or

written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by e-mail or written correspondence, or via other means of communication as might be appropriate.

2. When informed of the proprietary and confidential nature of Confidential Information that has been disclosed by the other Party, the receiving Party ("Recipient") shall, for a period of three (3) years from the date of disclosure, refrain from disclosing such Confidential Information to any contractor or other third party without prior, written approval from the disclosing Party and shall protect such Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The Recipient shall ensure that each of its employees, officers, directors, or agents who has access to Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify the disclosing Party of any disclosure of such Confidential Information in violation of this Agreement or of any subpoena or other legal process requiring production or disclosure of said Confidential Information.

3. All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. The Recipient shall honor any request from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information. The Parties agree that the disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.

4. The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products without use of the other Party's Confidential Information. The disclosing party acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having

developed for its products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.

5. Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:

- (a) Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party; or
- (b) Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or
- (c) Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder; or
- (d) Is approved for release (and only to the extent so approved) by the disclosing Party; or
- (e) Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.

6. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.

7. Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.

8. This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.

9. This Agreement shall remain in effect for a period of five (5) months from the Effective Date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement. The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement.

10. Warranty. Consultant warrants that: (i) the Services will be performed in a professional and workmanlike manner and that none of such Services or any part of this Agreement is or will be inconsistent with any obligation Consultant may have to others; (ii) all work under this Agreement shall be Consultant's original work and none of the Services or Inventions or any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, Consultant); (iii) Consultant has the full right to provide the Company with the assignments and rights provided for herein; (iv) Consultant shall comply with all applicable laws and Company safety rules in the course of performing the Services and (v) if Consultant's work requires a license, Consultant has obtained that license and the license is in full force and effect.

IN WITNESS WHEREOF:

The signatures below specify the agreement to engage with Nimdzi Partnership under the above terms

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CLIENT NAME and authorized signature

REDACTED TEXT under FOIA Section 40, Personal Information

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Title

REDACTED TEXT under FOIA Section 40, Personal Information

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Date

December 08, 2023

**We look forward to working together.**

[www.nimdzi.com](http://www.nimdzi.com)



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