

## **Agreement for Robin Godfrey to support Department for Business and Trade with the market selection tool.**

**THIS AGREEMENT** is made between:

(1) ) **Department for Business and Trade** of Old Admiralty Building, London, SW1A 2DY (the Contracting Party) and

### **BACKGROUND**

A software solution to aid exporters in the process of market selection has been developed. It functions as an app that can be loaded onto a laptop via a centrally -controlled web-host. The tool is administered by a research consultant in discussion with the exporter either in a personal interview or via a teams meeting.

### **IT IS AGREED THAT:**

#### **1. Contract**

- 1.1 The Contractor will equip nominated research consultants of the Department for Business and Trade with the register key(s) to operate the market selection app.
- 1.2 The Contractor undertakes to do what is necessary to ensure that the app is kept up to date and is working effectively.
- 1.3 The Contractor undertakes to provide and manage the maintenance and upkeep of the market selection software including:
  - i) hosting of the software on the internet (for sharing data updates and software upgrades)
  - ii) providing support to consultants, sharing ideas between the consultants for improvement of the software tool, briefing of upgrades required to the software and update the consultants' manual when necessary.
  - iii) quarterly research, review and update of the 35 columns of data within the tool
  - iv) quarterly maintenance of the Central Data Sources Document, which details over 500 sources of country comparison sites.
- 1.4 The Contracting Party shall use the software solely for the purpose of assisting exporters in the process of market selection.
- 1.5 The Contracting Party will ensure that the users ("nominated research consultants") of the software are Individual Members of the Market Research Society (MRS) and conduct their work with their clients in accordance with the [MRS Code of Conduct](#).

**2      Geographical coverage**

2.1 This agreement applies to the application of the software tool in the 3 super regions (Midlands Engine, South and Northern Powerhouse) of England.

**3      Payment**

3.1 The Contracting Party will pay to the Contractor a fee of £20,000 for each year's service, invoiced quarterly in advance (no VAT is charged by the contractor).

**4      Revocation**

4.1 The Contractor may terminate this agreement upon written notice if the Contracting Party does not pay any sums payable under this Agreement within 30 days of the due date.

4.2 The Contracting Party may terminate this agreement at any time in writing in which case the Contractor will refund any unapplied balance of the sum paid pursuant to clause 3.

**5      Warranties**

5.1 While every effort will be made by the Contractor to ensure that the data included within the tool is accurate, the Contractor does not accept any responsibility or legal liability for any errors or omissions or for any damage or liabilities which may arise from its use.

**6      General Provisions**

6.1 This Agreement shall have become effective on the date it is signed and shall endure and remain effective for 1 year thereafter unless terminated at an earlier date by either Party.

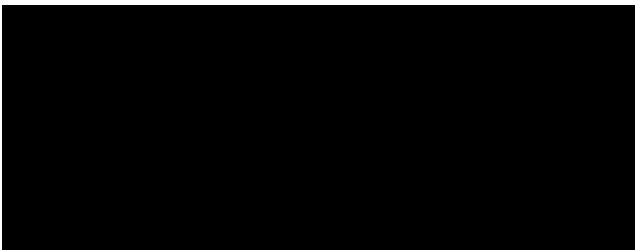
6.2 Each Party shall treat as confidential any information or material (whether or not marked or described as confidential) that is disclosed to it by the other Party for the purposes of this Agreement.

6.3 This Agreement supersedes any prior arrangements relating to market selection software. 6.4 Any amendment or variation of this Agreement shall be in writing and signed by each Party's duly authorised representative, and incorporated (as a Schedule) into the Agreement.

6.5 This Agreement shall be governed by, and construed in accordance with, the law of England and Wales, and the Parties hereby irrevocably submit to the exclusive jurisdiction of the English and Welsh courts.

**In witness of which, this Agreement has been duly executed by the Parties.**

**Signed for and on behalf of the Contractor by:**



**Signed by or on behalf of Department for Business and Trade by:**

