

S1 - PRECEDENT CONTRACT FOR THE PURCHASE OF SERVICES

SECTION A

This Contract is dated Friday, 20th December 2019.

Parties

- (1) **Department for Business, Energy & Industrial Strategy (BEIS)**, 1 Victoria Street, Westminster, London, SW1H 0ET (**The Contracting Authority**).
- (2) **C M Monitor (Britain Thinks) Ltd**, West Wing, Somerset House, London, WC2R 1LA, United Kingdom (**The Supplier**).

Background

The Contracting Authority wishes the Supplier to supply, and the Supplier wishes to supply, the Services (as defined below) in accordance with the terms of the Contract (as defined below).

A1 Interpretation

A1-1 **Definitions.** In the Contract (as defined below), the following definitions apply:

Agent: Where UK Shared Business Services is not the named Contracting Authority is Parties (1), UK SBS has been nominated as agent on behalf of the Contracting Authority and therefore all communications both written and verbal will be received as issued by the Contracting Authority.

Associated Bodies and Authorised Entities: Associated Bodies and Authorised Entities include but are not limited to The Science and Technology Facilities Council, The Medical Research Council, The Engineering and Physical Sciences Research Council, The Economic and Social Research Council, The Natural Environment Research Council, The Arts and Humanities Research Council, The Biotechnology and Biological Sciences Research Council, UK SBS Ltd, Central Government Departments and their Agencies, Non Departmental Public Bodies, NHS bodies, Local Authority's, Voluntary Sector Charities, and/or other private organisations acting as managing agents or procuring on behalf of these UK bodies. Further details of these organisations can be found at: <http://www.uksbs.co.uk/services/procure/contracts/Pages/default.aspx>

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Charges: the charges payable by the Contracting Authority for the supply of the Services in accordance with clause B4.

Commencement: the date and any specified time that the Contract starts

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause C7-11.

Confidential Information: any confidential information, knowhow and data (in any form or medium) which relates to UK SBS, the Contracting Authority or the Supplier, including information relating to the businesses of UK SBS, the Contracting Authority or the Supplier and information relating to their staff, finances, policies and procedures. This includes information identified as confidential in the Order or the Special Conditions (if any).

Contract: the contract between the Contracting Authority and the Supplier for the supply of the Services, in accordance with these Conditions, any Special Conditions and the Order only.

Contracting Authority: Department for Business, Energy & Industrial Strategy (BEIS), as specified at Section A (1) and any replacement or successor

organisation.

Delivery Date (Services): the date or dates specified in the Order when the Services shall commence as set out in the Order and until the end date specified in the Order

Deliverables: all Documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts).

Document: includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

EIR: The Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

FOIA: The Freedom of Information Act 2000 and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Information: has the meaning given under section 84 of FOIA.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order: the Contracting Authority's order for the Services, as set out in the Contracting Authority's completed purchase order form (including any Specification) which is in the format of the pro forma order form attached at Schedule 2. For the avoidance of doubt, if the Contracting Authority's purchase order form is not in the format of the pro forma order form at Schedule 2, it will not constitute an Order.

Public Body: any part of the government of the United Kingdom including but not limited to the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales, local authorities, government ministers and government departments and government agencies.

Request for Information: a request for Information or an apparent request under FOIA or EIR.

Scheme Effective Date: the date on which the United Kingdom Research and Innovation become a legal entity.

Services: The Services, including without limitation any Deliverables, Deliverables and Supplies required to complete the Services, to be provided by the Supplier under the Contract as set out in the Order.

Special Conditions: the special conditions (if any) set out in Schedule 1.

Specification: any specification for the Services or Supplies, including any related plans and drawings that is supplied to the Supplier by the Contracting Authority, or produced by the Supplier and agreed in writing by the Contracting Authority.

Supplier or Suppliers: the parties to the contract as named in Section A **Error! Reference source not found..**

Supplies: any such thing that the Supplier is required to Deliver, that does not require or include Services or Deliverables

Supplier's Associate: any individual or entity associated with the Supplier including, without limitation, the Supplier's subsidiary, affiliated or holding companies and any employees, agents or contractors of the Supplier and / or its subsidiary, affiliated or holding companies or any entity that provides Services for or on behalf of the Supplier.

TUPE: The Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced from time to time.

UKRI: UK Research Council and Innovation, established as a body corporate in accordance with the Higher Education and Research Act 2017.

UK SBS: UK Shared Business Services Limited (a limited company registered in England and Wales with company number 06330639). Where UK SBS is not named as the Contracting Authority within section A (1), UK SBS will be acting as an agent on behalf of the Contracting Authority.

Working Day: any Business Day excluding 27, 28, 29, 30 and 31 December in any year.

A1-2 **Construction.** In the Contract, unless the context requires otherwise, the following rules apply:

A1-2-1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

A1-2-2 A reference to a party includes its personal representatives, successors or permitted assigns.

A1-2-3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

A1-2-4 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

A1-2-5 The headings in these Conditions are for ease of reference only and do not affect the interpretation or construction of the Contract.

A1-2-6 A reference to **writing** or **written** includes faxes and e-mails.

A2 Basis of contract

A2-1 Where UK SBS is not the Contracting Authority, UK SBS is the agent of the Contracting Authority for the purpose of procurement and is authorised to negotiate and enter into contracts for the supply of Services on behalf of the Contracting Authority. UK SBS will not itself be a party to, nor have any liability under, the Contract unless it is expressly specified as Contracting Authority in the Order.

A2-2 The terms of this Contract, any Special Conditions and the Order apply to the Contract to the exclusion of all other terms and conditions, including any other terms that the Supplier seeks to impose or incorporate (whether in any quotation, confirmation of order, in correspondence or in any other context), or which are implied by trade, custom, practice or course of dealing.

A2-3 If there is any conflict or inconsistency between the terms of this Contract, the Special Conditions (if any) and the Order (including any Specification), the terms of the Contract will prevail over the Special Conditions and the Special Conditions will prevail over the Order (including any Specification), in each case to the extent necessary to resolve that conflict or inconsistency.

A2-4 The Order constitutes an offer by the Contracting Authority to purchase the

Services in accordance with this Contract (and any Special Conditions). This offer shall remain valid for acceptance by the Supplier, in accordance with clause A2-5, for 28 days from the date of the Order. Notwithstanding that after 28 days the offer will have expired, the Contracting Authority may, at its discretion, nevertheless treat the offer as still valid and may elect to accept acceptance by the Supplier, in accordance with clause A2-5, as valid acceptance of the offer.

- A2-5 Subject to clause A2-4, the Order shall be deemed to be accepted on the date on which authorised representatives of both parties have signed a copy of this Contract, at which point the Contract shall come into existence. The Contract shall remain in force until all the parties' obligations have been performed in accordance with the Contract, at which point it shall expire, or until the Contract has been terminated in accordance with clause A3.

A3 Termination

- A3-1 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may terminate the Contract in whole or in part at any time before the Services are provided with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Contracting Authority shall pay the Supplier fair and reasonable compensation for work-in-progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss. The Supplier shall have a duty to mitigate its costs and shall on request provide proof of expenditure for any compensation claimed.

- A3-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may terminate the Contract with immediate effect by giving written notice to the Supplier if:

A3-2-1 the circumstances set out in clauses B2-1-1, C3 or C4-1 apply;

A3-2-2 the Supplier breaches any term of the Contract and (if such breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach; or

A3-2-3 the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or

A3-2-4 the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or

A3-2-5 (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier; or

A3-2-6 (being an individual) the Supplier is the subject of a bankruptcy petition or order; or

A3-2-7 a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or

A3-2-8 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier;

or

A3-2-9 (being a company) a floating charge holder over the Supplier's assets has become entitled to appoint or has appointed an administrative receiver; or

A3-2-10 a person becomes entitled to appoint a receiver over the Supplier's assets or a receiver is appointed over the Supplier's assets; or

A3-2-11 any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause A3-2-3 to clause A3-2-10 inclusive; or

A3-2-12 there is a change of control of the Supplier (within the meaning of section 1124 of the Corporation Tax Act 2010); or

A3-2-13 the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business; or

A3-2-14 the Supplier's financial position deteriorates to such an extent that in the Contracting Authority's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

A3-3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination or expiry of the Contract shall continue in full force and effect.

A3-4 Without prejudice to clause A3-3, clauses B1, B2, B5, B6, B7, B8, B9, C1, C2, C3, C4, C6 and C7 shall survive the termination or expiry of the Contract and shall continue in full force and effect.

A3-5 Upon termination or expiry of the Contract, the Supplier shall immediately:

A3-5-1 cease all work on the Contract;

A3-5-2 Deliver to the Contracting Authority all Deliverables and all work-in-progress whether or not then complete. If the Supplier fails to do so, then the Contracting Authority may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

A3-5-3 cease use of and return (or, at the Contracting Authority's or UK SBS's acting as an agent on behalf of the Contracting Authority's election, destroy) all of the Contracting Authority's Materials in the Supplier's possession or control; and

A3-5-4 Cease all use of, and delete all copies of, UK SBS's or the Contracting Authority's or UK SBS's confidential information.

A3-6 **Termination – Not Used**

A3-7 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall at any time have the right for convenience to terminate the Contract or reduce the quantity of Services to be provided by the Supplier in each case by giving to the Supplier reasonable written notice. During the period of notice the Contracting Authority may direct the Supplier to perform all or any of the work under the Contract. Where the Contracting Authority has invoked either of these rights, the Supplier may claim reasonable costs necessarily and properly incurred by him as a result of the termination or reduction, excluding loss of profit, provided that the claim shall not exceed the total cost of the Contract. The Supplier shall have a duty to mitigate its costs and shall on request provide proof of expenditure for any compensation claimed

SECTION B

B1 Supply of Services

- B1-1 The Supplier shall from the date set out in the Contract and until the end date specified in the Contract provide the Services to the Contracting Authority in accordance with the terms of the Contract.
- B1-2 The Supplier shall meet any performance dates for the Services (including the delivery of Deliverables) specified in the Order (including any Special Conditions and any applicable Specification) or notified to the Supplier by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.
- B1-3 In providing the Services, the Supplier shall:
 - B1-3-1 co-operate with the Contracting Authority in all matters relating to the Services, and comply with all instructions of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority;
 - B1-3-2 perform the Services with reasonable skill and care and in accordance with all generally recognised commercial standards and practices for services of the nature of the Services;
 - B1-3-3 use personnel 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 this Contract;
 - B1-3-4 ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Contract (including any Special Conditions and any applicable Specification), and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority;
 - B1-3-5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - B1-3-6 use the best quality Supplies, materials, standards and techniques, and ensure that the Deliverables, and all Supplies and materials supplied and used in the Services or transferred to the Contracting Authority, will be free from defects in workmanship, installation and design;
 - B1-3-7 obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
 - B1-3-8 observe all health and safety rules and regulations and any other security requirements that apply at any of the Contracting Authority's premises; and
 - B1-3-9 Not do or omit to do anything which may cause the Contracting Authority to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Contracting Authority may rely or act on the Services.
- B1-4 The Contracting Authority's rights under the Contract are without prejudice to and in addition to the statutory terms implied in favour of the Contracting Authority under the Supply of Goods and Services Act 1982 and any other applicable legislation.
- B1-5 Without prejudice to the Contracting Authority's statutory rights, the Contracting Authority will not be deemed to have accepted any Deliverables until the Contracting Authority has had at least 14 Working Days after delivery to inspect them and the Contracting Authority also has the right to reject any Deliverables as though they had not been accepted for 14 Working Days after any latent defect in the Deliverables has become apparent.
- B1-6 If, in connection with the supply of the Services, the Contracting Authority permits any employees or representatives of the Supplier to have access to any of the

Contracting Authority's premises, the Supplier will ensure that, whilst on the Contracting Authority's premises, the Supplier's employees and representatives comply with:

B1-6-1 all applicable health and safety, security, environmental and other legislation which may be in force from time to time; and

B1-6-2 any Contracting Authority policy, regulation, code of practice or instruction relating to health and safety, security, the environment or access to and use of any Contracting Authority` laboratory, facility or equipment which is brought to their attention or given to them whilst they are on Contracting Authority's premises by any employee or representative of the Contracting Authority's.

B1-7 The Supplier warrants that the provision of Services shall not give rise to a transfer of any employees of the Supplier or any third party to the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority pursuant to TUPE.

B2 Contracting Authority Remedies

B2-1 If the Supplier fails to perform the Services by the applicable dates, the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall, without limiting its other rights or remedies, have one or more of the following rights:

B2-1-1 to terminate the Contract with immediate effect by giving written notice to the Supplier;

B2-1-2 to refuse to accept any subsequent performance of the Services (including delivery of Deliverables) which the Supplier attempts to make;

B2-1-3 to recover from the Supplier any costs incurred by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority in obtaining substitute Services from a third party;

B2-1-4 where the Contracting Authority has paid in advance for Services that have not been provided by the Supplier, to have such sums refunded by the Supplier; or

B2-1-5 To claim damages for any additional costs, loss or expenses incurred by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority which are in any way attributable to the Supplier's failure to meet such dates.

B2-2 These Conditions shall extend to any substituted or remedial Services provided by the Supplier.

B2-3 The Contracting Authority's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

B3 Contracting Authority Obligations

B3-1 The Contracting Authority shall:

B3-1-1 provide the Supplier with reasonable access at reasonable times to the Contracting Authority's premises for the purpose of providing the Services; and

B3-1-2 Provide such information to the Supplier as the Supplier may reasonably request and the Contracting Authority considers reasonably necessary for the purpose of providing the Services.

B4 Charges and Payment

B4-1 The Charges for the Services shall be set out in the Order and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the

Services. Unless otherwise agreed in writing by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

- B4-2 Where the Order states that the Services are to be provided on a time and materials basis, the Charges for those Services will be calculated as follows:
- B4-2-1 the charges payable for the Services will be calculated in accordance with the Supplier's standard daily fee rates (as at the date of the Order), subject to any discount specified in the Order;
 - B4-2-2 the Supplier's standard daily fee rates for each individual person will be calculated on the basis of an eight-hour day worked between such hours and on such days as are agreed by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority and the Supplier;
 - B4-2-3 the Supplier will not be entitled to charge pro-rata for part days without the prior written consent of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority;
 - B4-2-4 the Supplier will ensure that every individual whom it engages to perform the Services completes time sheets recording time spent on the Services and the Supplier will use such time sheets to calculate the charges covered by each invoice and will provide copies of such time sheets to the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority upon request; and
 - B4-2-5 the Supplier will invoice the Contracting Authority monthly in arrears for its charges for time, as well as any previously agreed expenses and materials for the month concerned calculated as provided in this clause B4-2 and clause B4-3
- B4-3 The Contracting Authority will reimburse the Supplier at cost for all reasonable travel, subsistence and other expenses incurred by individuals engaged by the Supplier in providing the Services to the Contracting Authority provided that the Contracting Authority's prior written approval is obtained before incurring any such expenses, that all invoices for such expenses are accompanied by valid receipts and provided that the Supplier complies at all times with Contracting Authority's expenses policy from time to time in force.
- B4-4 The Supplier shall invoice the Contracting Authority on completion of the Services. Each invoice shall include such supporting information required by the Contracting Authority to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.
- B4-5 In consideration of the supply of the Services by the Supplier, the Contracting Authority shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice. Payment shall be made to the bank account nominated in writing by the Supplier unless the Contracting Authority agrees in writing to another payment method.
- B4-6 All amounts payable by the Contracting Authority under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Contracting Authority, the Contracting Authority shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- B4-7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services and shall allow the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority to inspect such records at all reasonable times on request.

- B4-8 The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Contracting Authority in order to justify withholding payment of any such amount in whole or in part. The Contracting Authority may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier against any amounts payable by it to the Supplier under the Contract.
- B4-9 The Supplier acknowledges and agrees that it will pay correctly rendered invoices from any of its suppliers or other sub-contractors within 30 days of receipt of the invoice.

B5 Contracting Authority Property

- B5-1 The Supplier acknowledges that all information (including confidential information), equipment and tools, drawings, specifications, data, software and any other materials supplied by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority to the Supplier (**Contracting Authority's Materials**) and all rights in the Contracting Authority's Materials are and shall remain at all times the exclusive property of the Contracting Authority and UK SBS (as appropriate). The Supplier shall keep the Contracting Authority's Materials in safe custody at its own risk, maintain them in good condition until returned to the Contracting Authority or UK SBS, and not dispose or use the same other than for the sole purpose of performing the Supplier's obligations under the Contract and in accordance with written instructions or authorisation from the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.

B6 Intellectual Property Rights

- B6-1 In respect of any Supplies that are transferred to the Contracting Authority under this Contract, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Contracting Authority, it will have full and unrestricted rights to transfer all such items to the Contracting Authority.
- B6-2 Save as otherwise provided in the Special Conditions, the Supplier assigns to the Contracting Authority, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables. Where those products or Deliverables incorporate any Intellectual Property Rights owned by or licensed to the Supplier which are not assigned under this clause, the Supplier grants to the Contracting Authority a worldwide, irrevocable, royalty-free, transferable licence, with the right to grant sub-licences, under those Intellectual Property Rights to maintain, repair, adapt, copy and use those products and Deliverables for any purpose.
- B6-3 The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- B6-4 The Supplier shall, promptly at the request of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may from time to time require for the purpose of securing for the Contracting Authority the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Contracting Authority in accordance with clause B6-2.

B7 Indemnity

- B7-1 The Supplier shall indemnify, and shall keep indemnified the Contracting Authority and UK SBS acting as an agent on behalf of the Contracting Authority, in full against all costs, expenses, damages and losses (whether direct or indirect),

including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority as a result of or in connection with:

B7-1-1 any claim made against the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and

B7-1-2 any claim brought against the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services; and

B7-1-3 Any claim whether in tort, contract, statutory or otherwise, demands, actions, proceedings and any awards arising from a breach by the Supplier of clause B1-7 of these Conditions.

B7-2 This clause B7 shall survive termination or expiry of the Contract.

B8 Insurance

B8-1 During the term of the Contract and for a period of 3 years thereafter, the Supplier shall maintain in force the following insurance policies with reputable insurance companies:

B8-1-1 professional Indemnity insurance for not less than £2 million per claim;

B8-1-2 B8-1-2 public liability insurance for not less than £5 million per claim (unlimited claims); and

B8-1-3 B8-1-3 employer liability insurance for not less than £5 million per claim (unlimited claims); and

B8-1-4 B8-1-4 product liability insurance for not less than £5 million for claims arising from any single event and not less than £5 million in aggregate for all claims arising in a year].

B8-1-5 The Supplier shall ensure that the Contracting Authority's interest is noted on each insurance policy, or that a generic interest clause has been included.

B8-2 On request from the Contracting Authority's or UK SBS acting as an agent on behalf of the Contracting Authority, the Supplier shall provide the Contracting Authority or UK SBS with copies of the insurance policy certificates and details of the cover provided.

B8-3 The Supplier shall ensure that any subcontractors also maintain adequate insurance having regard to the obligations under the Contract which they are contracted to fulfil.

B8-4 The Supplier shall:

B8-4-1 do nothing to invalidate any insurance policy or to prejudice the Contracting Authority's entitlement under it; and

B8-4-2 notify the Contracting Authority if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.

B8-5 If the Supplier fails or is unable to maintain insurance in accordance with clause B8-1, the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may, so far as it is able, purchase such alternative insurance

cover as it deems to be reasonably necessary and shall be entitled to recover all reasonable costs and expenses it incurs in doing so from the Supplier.

B9 Liability

- B9-1 In this clause B9, a reference to the Contracting Authority or UK SBS's liability for something is a reference to any liability whatsoever which the Contracting Authority or UK SBS might have for it, its consequences, and any direct, indirect or consequential loss, damage, costs or expenses resulting from it or its consequences, whether the liability arises under the Contract, in tort or otherwise, and even if it results from the Contracting Authority's or UK SBS's negligence or from negligence for which the Contracting Authority's or UK SBS would otherwise be liable.
- B9-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority is not in breach of the Contract, and neither the Contracting Authority nor UK SBS has any liability for anything, to the extent that the apparent breach or liability is attributable to the Supplier's breach of the Contract.
- B9-3 Subject to clause B9-6, neither the Contracting Authority nor UK SBS acting as agent on behalf of the Contracting Authority shall have any liability for:
- B9-3-1 any indirect or consequential loss or damage;
 - B9-3-2 any loss of business, rent, profit or anticipated savings;
 - B9-3-3 any damage to goodwill or reputation;
 - B9-3-4 loss, theft, damage or destruction to any equipment, tools, machinery, vehicles or other equipment brought onto the Contracting Authority's premises by or on behalf of the Supplier; or
 - B9-3-5 Any loss, damage, costs or expenses suffered or incurred by any third party.
- B9-4 Subject to clause B9-6, the Contracting Authority and UK SBS's total liability shall be limited to the Charges.
- B9-5 Subject to clause B9-6, the Supplier's total liability in connection with the Contract shall be limited to £ 1,000,000.
- B9-6 Nothing in the Contract restricts either the Contracting Authority, UK SBS or the Supplier's liability for:
- B9-6-1 death or personal injury resulting from its negligence; or
 - B9-6-2 its fraud (including fraudulent misrepresentation); or
 - B9-6-3 Breach of any obligations as to title implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.

SECTION C

C1 Confidential Information

- C1-1 A party who receives Confidential Information shall keep in strict confidence (both during the term of the Contract and after its expiry or termination) all Confidential Information which is disclosed to it. That party shall only disclose such Confidential Information to those of its employees, agents or subcontractors who need to know the same for the purpose of discharging that party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors shall keep all such information confidential in accordance with this clause C1. Neither party shall, without the prior written consent of the other party, disclose to any third party any Confidential Information, unless the information:

C1-1-1 was public knowledge or already known to that party at the time of disclosure; or

C1-1-2 subsequently becomes public knowledge other than by breach of the Contract; or

C1-1-3 subsequently comes lawfully into the possession of that party from a third party; or

C1-1-4 is agreed by the parties not to be confidential or to be disclosable.

C1-2 To the extent necessary to implement the provisions of the Contract (but not further or otherwise), either party may disclose the Confidential Information to any relevant governmental or other authority or regulatory body, provided that before any such disclosure that party shall make those persons aware of its obligations of confidentiality under the Contract and shall use reasonable endeavours to obtain a binding undertaking as to confidentiality from all such persons.

C1-3 All documents and other records (in whatever form) containing Confidential Information supplied to or acquired by a party from the other party shall be returned promptly to the other party (or, at the election of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority, destroyed) on expiry or termination of the Contract, and no copies shall be kept.

C2 Transparency

C2-1 The Supplier acknowledges that the United Kingdom Government's transparency agenda requires that contracts, such as the Contract, and any sourcing document, such as the invitation to sourcing, are published on a designated, publicly searchable website.

C2-2 The Supplier acknowledges that, except for any information which is exempt from disclosure in accordance with the provisions of FOIA, the content of the Contract is not Confidential Information. The Contracting Authority and or UK SBS acting as an agent on behalf of the Contracting Authority shall be responsible for determining in their absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of FOIA.

C2-3 Notwithstanding any other term of the Contract, the Supplier hereby consents to the Contracting Authority and or UK SBS acting as an agent on behalf of the Contracting Authority publishing the Contract in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of FOIA redacted) including from time to time agreed changes to the Contract, to the general public.

C3 Force Majeure

C3-1 If any event or circumstance that is beyond the reasonable control of the Supplier, and which by its nature could not have been foreseen by the Supplier or, if it could have been foreseen, was unavoidable, (provided that the Supplier shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the Contract) prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 10 Business Days, the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may terminate this Contract immediately by giving written notice to the Supplier

C4 Corruption

C4-1 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall be entitled to terminate the Contract immediately and to recover from the Supplier the amount of any loss resulting from such termination if the Supplier or a Supplier's Associate:

C4-1-1 offers or agrees to give any person working for or engaged by the Contracting Authority, UK SBS or any Public Body any favour, gift or other consideration, which could act as an inducement or a reward for any act or failure to act connected to the Contract, or any other agreement between the Supplier and Contracting Authority, or UK SBS or any Public Body, including its award to the Supplier or a Supplier's Associate and any of the rights and obligations contained within it;

C4-1-2 has entered into the Contract if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the Contracting Authority, or UK SBS or any Public Body by or for the Supplier, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the Contracting Authority, or UK SBS before the Contract is entered into;

C4-1-3 breaches the provisions of the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010; or

C4-1-4 Gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

C4-2 For the purposes of clause C4-1, "loss" shall include, but shall not be limited to:

C4-2-1 The Contracting Authority's or UK SBS's costs in finding a replacement supplier;

C4-2-2 direct, indirect and consequential losses; and

C4-2-3 Any loss suffered by the Contracting Authority or UK SBS as a result of a delay in its receipt of the Services.

C5 Data Protection

1. Data Protection

The Supplier will be compliant with the Data Protection Legislation, as defined in the terms and conditions applying to this opportunity. A guide to The General Data Protection Regulation published by the Information Commissioner's Office can be found [here](#).

The only processing that the Supplier is authorised to do is listed in Annex 1 by the Contracting Authority and may not be determined by the Supplier.

Annex 1: Processing, Personal Data and Data Subjects

(1) The contact details of the Contracting Authorities Data Protection Officer are:

Contracting Authority Data Protection Officer
Department for Business, Energy and Industrial Strategy
1 Victoria Street
London
SW1H 0ET

Email: [REDACTED]

(2) The contact details of the Suppliers Data Protection Officer (or if not applicable, details of the person responsible for data protection in the organisation) are: [To be completed by the Supplier]

(3) The Supplier shall comply with any further written instructions with respect to processing by the Contracting Authority.

(4) Any such further instructions shall be incorporated into this Annex 1.

Description	Details
Subject matter of the processing	The processing is needed in order to ensure that the Contractor can effectively deliver the contract entitled <i>Research to Understand the Main Issues That Relate to Design and Consumer Product Safety for Older Citizens</i>. The processing of names and business contact details of staff of both the Authority and the Contractor will be necessary to deliver the Services exchanged during the course of the Contract, and to undertake Contract and performance management. The processing of names and contact details of stakeholders consulted during the period of the contract will be necessary to deliver the Services. The Contract itself will include the names and business contact details of staff of both the Authority and the Contractor involved in managing the Contract.
Duration of the processing	The processing will take place for the duration of the contract.
Nature and purposes of the processing	The nature of processing of the Authority and Contractor details will include the storage and use of names and business contact details of staff of both the Authority and the Contractor as necessary to deliver the Services and to undertake Contract and performance management. The Contract itself will include the names and business contact details of staff of both the Authority and the Contractor involved in managing the Contract. The nature of the processing of the details of stakeholders will include collection, recording, organisation, and consultation. Processing takes place for the purposes of research.
Type of Personal Data	Names, telephone numbers and email addresses of consulted stakeholders as necessary to deliver the Services. Names, business telephone numbers and email addresses, office location and position of staff of both the Authority and the Contractor as necessary to deliver the Services and to undertake Contract and performance management. The Contract itself will include the names and business contact details of staff of both the Authority and the Contractor involved in managing the Contract.
Categories of Data Subject	Stakeholders consulted during the period of the contract. Staff of the Authority and the Contractor, including where those employees are named within the Contract itself or involved within contract management.
Plan for return and destruction of the data once the processing is	The Contractor will provide the Authority with a complete and uncorrupted version of the Personal Data in electronic form (or

complete UNLESS requirement under European Union or European member state law to preserve that type of data	such other format as reasonably required by the Authority) and erase from any computers, storage devices and storage media that are to be retained by the Contractor after the expiry of the Contract. The Contractor will certify to the Authority that it has completed such deletion. Where Personal Data is contained within the Contract documentation, this will be retained in line with the Authority's privacy notice.
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2. GDPR Questionnaire

The Supplier agrees that during any term or extension it shall complete and return the attached questionnaire as advised below.

Note: The Contracting Authority also reserves the right to amend or increase these frequencies, as it deems necessary to secure assurance with regards to compliance.

The Contracting Authority requires such interim assurances to ensure that the Supplier is still compliant with the needs of the GDPR Act due to the implications of a breach.

The Supplier shall complete and return the questionnaire to the contact named in the Contract on the following date(s) from the Start Date of the Contract.

The Supplier agrees that any financial burden associated with the completion and submission of this questionnaire at any time, shall be at the Suppliers cost to do so and will not be reimbursable.



GDPR Assurance
Questionnaire May1

C6 Freedom of Information

- C6-1 The Supplier acknowledges that the Contracting Authority and or UK SBS may be subject to the requirements of FOIA and EIR and shall assist and co-operate with the Contracting Authority and or UK SBS to enable them to comply with its obligations under FOIA and EIR.
- C6-2 The Supplier shall and shall procure that its employees, agents, sub-contractors and any other representatives shall provide all necessary assistance as reasonably requested by the Contracting Authority or UK SBS to enable the Contracting Authority or UK SBS to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of EIR.
- C6-3 The Contracting Authority and or UK SBS acting as an agent on behalf of the Contracting Authority shall be responsible for determining (in its absolute discretion) whether any Information:

C6-3-1 is exempt from disclosure in accordance with the provisions of FOIA or EIR;

C6-3-2 is to be disclosed in response to a Request for Information,

And in no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so in writing by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.

- C6-4 The Supplier acknowledges that the Contracting Authority and or UK SBS may be obliged under the FOIA or EIR to disclose Information, in some cases even where that Information is commercially sensitive:

C6-4-1 without consulting with the Supplier, or

C6-4-2 Following consultation with the Supplier and having taken its views into account.

- C6-5 Where clause C6-4-2 applies the Contracting Authority and or UK SBS shall, in accordance with any recommendations issued under any code of practice issued under section 45 of FOIA, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention as soon as practicable after any such disclosure.

- C6-6 Where the Supplier organisation is subject to the requirements of the FOIA and EIR, C6-7 will supersede C6-2 – C6-5. Where the Supplier organisation is not subject to the requirements of the FOIA and EIR, C6-7 will not apply.

- C6-7 The Contracting Authority and UK SBS acknowledge that the Supplier may be subject to the requirements of the FOIA and EIR and shall assist and co-operate with the Supplier to enable them to comply with its obligations under the FOIA and EIR.

C7 General

C7-1 Entire Agreement

- C7-1-1 The Contract constitutes the entire agreement between the Contracting Authority and the Supplier in relation to the supply of the Services and the Contract supersedes any earlier agreements, arrangements and understandings relating to that subject matter.

C7-2 Liability

- C7-2-1 Where the Contracting Authority is more than one person, the liability of each such person for their respective obligations and liabilities under the Contract shall be several and shall extend only to any loss or damage arising out of each such person's own breaches.

- C7-2-2 Where the Contracting Authority is more than one person and more than one of such persons is liable for the same obligation or liability, liability for the total sum recoverable will be attributed to the relevant persons in proportion to the price payable by each of them under the Contract.

C7-3 Assignment and Subcontracting

- C7-3-1 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.

- C7-3-2 The Supplier may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract without prior written consent from the Contracting Authority's or UK SBS acting as an agent on behalf of the Contracting Authority.

C7-4 Further Assurance

- C7-4-1 The Supplier will promptly at the request of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority do (or

procure to be done) all such further acts and things, including the execution of all such other documents, as either the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may from time to time require for the purpose of securing for the Contracting Authority the full benefit of the Contract, including ensuring that all title in the Supplies is transferred absolutely to the Contracting Authority.

C7-5 Publicity

- C7-5-1 The Supplier shall not make any press announcements or publicise this Contract in any way without prior written consent from the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.
- C7-5-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall be entitled to publicise this Contract in accordance with any legal obligation upon Contracting Authority or UK SBS, including any examination of this Contract by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.
- C7-5-3 The Supplier shall not do anything or cause anything to be done, which may damage the reputation of the Contracting Authority or UK SBS or bring the Contracting Authority or UK SBS into disrepute.

C7-6 Notices

- C7-6-1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to:
- C7-6-1-a in the case of the Contracting Authority: [REDACTED]
Address: **Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London, SW1H 0ET**; Email: [REDACTED] and a copy of such notice or communication shall be sent to: **Research, Polaris House, North Star Avenue, Swindon, Wiltshire SN2 1FF**; Email: [REDACTED] and the Chief Procurement Officer, Polaris House, North Star Avenue, Swindon, Wiltshire SN2 1FF;
- C7-6-1-b in the case of the Supplier: the address, fax number and email address set out in the Order, or any other address, fax number or email address which that party may have specified to the other party in writing in accordance with this clause C7-6, and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery, commercial courier, fax or e-mail.
- C7-6-2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause C7-6-1; if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Working Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail between the hours of 9.00am and 5.00pm on a Working Day, upon successful transmission (provided that the sender holds written confirmation automatically produced by the sender's fax machine of error free and complete transmission of that fax to the other party's fax number), or if sent by fax or e-mail outside the hours of 9.00am and 5.00pm on a Working Day, at 9.00am on the next Working Day following successful transmission (provided that the sender holds written confirmation automatically produced by the sender's fax machine of error free and complete transmission of that fax to the other party's fax number).
- C7-6-3 This clause C7-6-3 shall only apply where UK SBS is not the Contracting Authority. In such cases, UK SBS may give or receive any notice under the Contract on behalf of the Contracting Authority and any notice given or

received by UK SBS will be deemed to have been given or received by the Contracting Authority.

C7-6-4 Except for clause C7-6-5, The provisions of this clause C7-6 shall not apply to the service of any proceedings or other documents in any legal action.

C7-6-5 The Supplier irrevocably appoints and authorises Osborne Clarke of One London Wall, London, EC2Y 5EB (or such other person, being a firm of [solicitors] resident in England, as the Supplier may by notice substitute) to accept service on behalf of the Supplier of all legal process, and service on Osborne Clarke (or any such substitute) shall be deemed to be service on the Supplier.

C7-7 **Severance**

C7-7-1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

C7-7-2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

C7-8 **Waiver.** A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

C7-9 **No Partnership, Employment or Agency.** Nothing in the Contract creates any partnership or joint venture, nor any relationship of employment, between the Supplier and either the Contracting Authority or UK SBS. Nothing in the Contract creates any agency between the Supplier and either the Contracting Authority or UK SBS.

C7-10 **Third Party Rights.** A person who is not a party to this Contract shall not have any rights under or in connection with it, except that UK SBS and any member of the UK SBS, Associated Bodies or Authorised Entities that derives benefit under this Contract may directly enforce or rely on any terms of this Contract.

C7-11 **Variation.** Any variation to the Contract, including any changes to the Services, these Conditions, the Special Conditions or the Order, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority and the Supplier.

C7-12 **Governing Law and Jurisdiction.**

C7-12-1 Subject to clause C7-12-2, the Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

C7-12-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall be free to enforce its intellectual property rights in any jurisdiction.

C7-13 **Modern Slavery Act 2015**

C7-13-1 During the Term or any extension of the Contract, the Contracting Authority is committed to ensuring that its supply chain complies with the above Act.

C7-13-2 The Supplier shall provide a report covering the following but not limited to areas as relevant and proportionate to the Contract evidencing the actions taken, relevant to the Supplier and their supply chain associated with the Contract.

C7-13-2-a Impact assessments undertaken

C7-13-2-b Steps taken to address risk/actual instances of modern slavery and how actions have been prioritised

C7-13-2-c Evidence of stakeholder engagement

C7-13-2-d Evidence of ongoing awareness training

C7-13-2-e Business-level grievance mechanisms in place to address modern slavery

C7-13-2-f Actions taken to embed respect for human rights and zero tolerance of modern slavery throughout the organisation

C7-13-3 The Contracting Authority or UK SBS when acting as an agent on behalf of the Contracting Authority reserves the sole right to audit any and all reports submitted by the Supplier to an extent as deemed necessary and the Supplier shall unreservedly assist the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority in doing so.

Note: The Contracting Authority also reserves the right to amend or increase the frequency of reporting, as it deems necessary to secure assurance in order to comply with the MSA.

The Contracting Authority requires such interim assurances to ensure that the Supplier is compliant and is monitoring its supply chain, so as to meet the requirements of the above Act.

The Supplier agrees that any financial burden associated with the completion and submission of this report and associated assistance at any time, shall be at the suppliers cost to do so and will not be reimbursable.

C7-14 Changes in Costs Resulting from Changes to Government Legislation, Levies or Statutory Payments

The Contracting Authority will reimburse during any term or extension (or, where such costs, awards or damages arise following termination/expiry) of this Agreement, any increases in the Supplier's cost of providing the Services by reason of any modification or alteration to the Government legislation duties or levies or other statutory payments (including but not limited to National Insurance and/or VAT and/or introduction of or amendment to working time minimum wages). Subject always to open book access to the Supplier's records and always after a period of due diligence carried out by the Contracting Authority, relevant and proportionate to the value concerned.

C7-15 Taxation Obligations of the Supplier

C7-15-1 The relationship between the Contracting Authority, UK SBS and the Supplier will be that of "independent contractor" which means that the Supplier is not an employee, worker, agent or partner of the Contracting Authority or UK SBS and the Supplier will not give the impression that they are.

(1.) The Supplier in respect of consideration shall at all times comply with the income tax Earnings and Pensions Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.

(2.) Where Supplier is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.

(3.) The Contracting Authority may, at any time during the term, completion extension or post termination of this contract, request (Supplier) to provide information which demonstrates how Supplier complies with its obligations under tax and National Insurance Clauses (1) and (2) above or why those clauses do not apply to it.

C7-15-2 As this is not an employment Contract the Supplier will be fully responsible for all their own tax including any national insurance contributions arising from carrying out the Services.

C7-15-3 A request under Clause (3) above may specify the information which Supplier shall provide and the period within which that information must be provided.

C7-15-4 In the case of a request mentioned in Clause (3) above, the provision of inadequate information or a failure to provide the information within the requested period, during any term or extension, may result in the Contracting Authority terminating the contract.

C7-15-5 Any obligation by Supplier to comply with Clause (1) and (2) shall survive any extension, completion or termination and Supplier obligations to Indemnify the Contracting Authority shall survive without limitation and until such time as any of these obligations are complied with.

C7-15-6 The Contracting Authority may supply any information, including which it receives under clause (3) to the commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

C7-15-7 If the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority has to pay any such tax under clauses (1) and (2) then the Supplier will pay back to the Contracting Authority or UK SBS in full, any money that the Contracting Authority or UK SBS has to pay, and they will also pay back the Contracting Authority or UK SBS for any fine or other punishment imposed on the Contracting Authority or UK SBS because the tax or national insurance was not paid by the Supplier.

C7-16 Cyber Essentials Questionnaire

The Supplier agrees that during any term or extension it shall complete and return the attached questionnaire as advised below, within 14 days from notice and shall send this information as directed by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority. The Contracting Authority and UK SBS acting as an agent on behalf of the Contracting Authority is required to provide such assurances to comply with Government advice and guidance.

Note: The Contracting Authority also reserves the right to amend or increase the frequency of the questionnaire submission due dates, as it deems necessary. The Contracting Authority requires such interim assurances to ensure that the Supplier is still compliant with the security needs of this Contract.

The Supplier agrees that any financial burden associated with the completion and

submission of this questionnaire and associated assistance at any time, shall be at the suppliers cost to do so and will not be reimbursable.



Copy as Statement
of Assurance Questio

Schedule 1 Special Conditions

Schedule 2 Pro forma purchase order form

Purchase Order #0

(Contracting Authority Logo)

Order	
Order Date	
Revision	0
Revision Date	
Payment Terms	As per terms and conditions

Supplier:

PLEASE QUOTE THE PURCHASE ORDER NUMBER ON ALL CORRESPONDENCE.
INVOICES NOT QUOTING THE PO NUMBER WILL BE RETURNED UNPAID

Tel:

For all purchase order queries, please contact

Fax:

P2PAdmin@uksbs.co.uk

For all invoicing queries, please contact finance@uksbs.co.uk

Ship to: Contracting authority ship to address

Invoice to: Contracting Authority Invoice Address

Line	Part Number/Description	Delivery Date	Quantity	UOM	Unit Price (GBP)	Tax	Net Amount (GBP)
1							

Total

Grand Total

Whenever a UK SBS Contract number is cited within the narrative description of the Purchase Order that Purchase Order is subject to the Terms and Conditions relating to that Contract, otherwise, the Purchase Order is subject to the Terms and Conditions incorporated herein by this reference. For a copy of the Terms and Conditions please see <http://www.uksbs.co.uk/services/procure/Documents/SSCPOterms.pdf>

Commercial In Confidence

	VAT Registration Number GB 618 367 325
	(Contracting Authority) . Polaris House, North Star Avenue Swindon, United Kingdom SN2 1EU

D1 SCOPE OF SERVICES TO BE PROVIDED

D1-1 To carry out CR19077 - Research to Understand the Main Issues That Relate to Design and Consumer Product Safety for Older Citizens, as outlined in Annex A – Specification and Annex B – Bid Response.

D2 COMMENCEMENT AND DURATION

D2-1 This Contract shall commence on Monday, 6th January 2020 and subject to any provisions for earlier termination contained in the Standard Terms shall end no later than Monday, 4th May 2020.

D3 MANAGEMENT AND COMMUNICATIONS

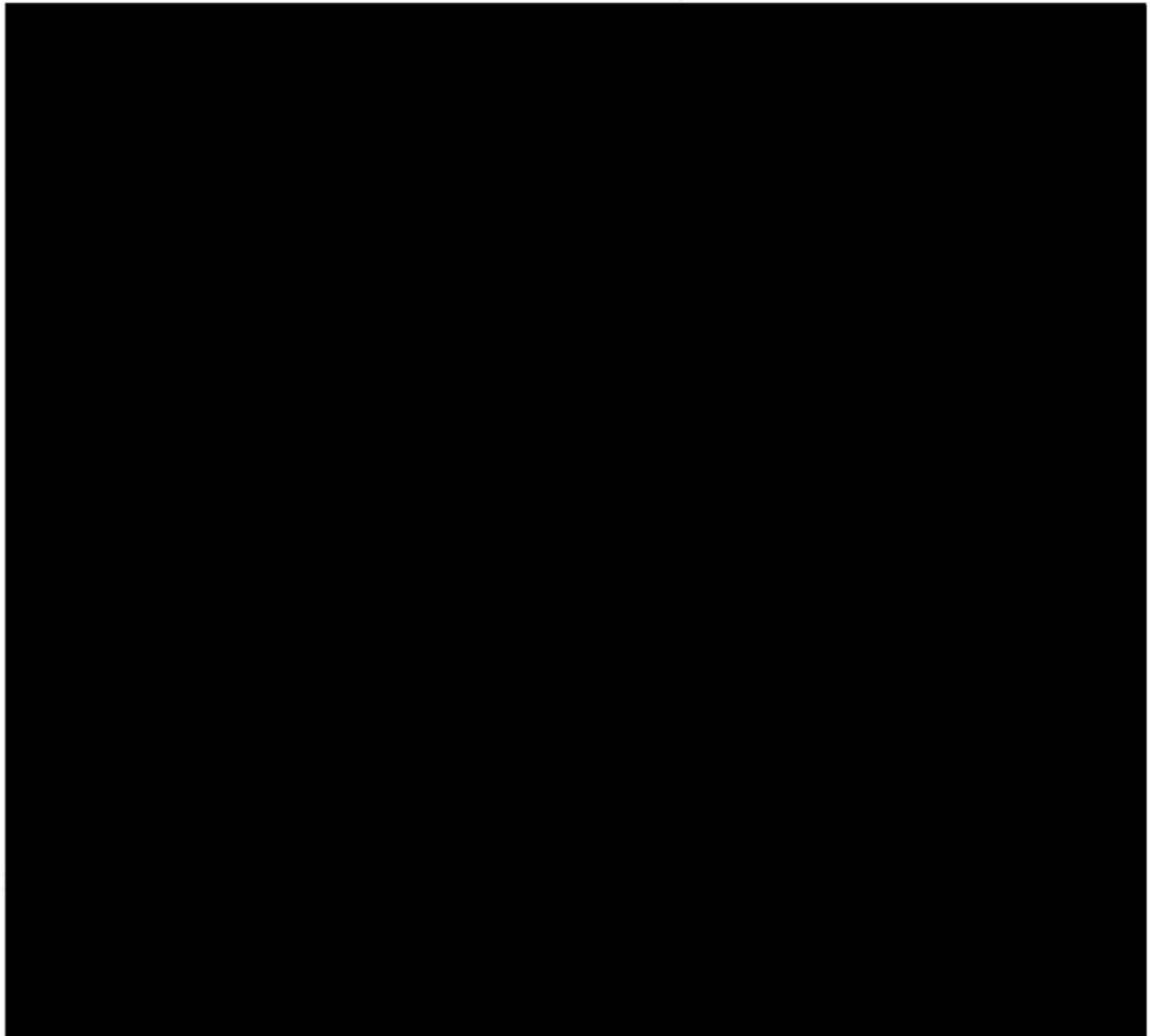
D3-1 The Customer appoints: [REDACTED] Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London, SW1H 0ET; Email: [REDACTED] (or such other person as is notified by the Customer to the Supplier in writing) to be the Customer's Contract Manager.

D3-2 The Supplier appoints: [REDACTED] C M Monitor (Britain Thinks) Ltd whose registered office is at West Wing, Somerset House, London, WC2R 1LA, United Kingdom, Email: [REDACTED] (or such other person as is notified by the Supplier to the Customer in writing) to be the Supplier's Contract Manager.

D3-3 UK Shared Business Services appoints: [REDACTED] Procurement Undergraduate, Research Team, Polaris House, North Star Avenue, Swindon, Wiltshire SN2 1FF; Email: [REDACTED]

D4 – Contract Price

D4-1 Total Contract price shall not exceed £71,750.00 excluding VAT in accordance with the Contract price and breakdown submitted for this contract detailed below:



For and on behalf of C M Monitor (Britain
Thinks) Ltd (**The Supplier**)

Signed

Name

Position

Date



PARTNER

7-1-20

For and on behalf of The Department for
Business, Energy and Industrial Strategy
(BEIS) (**The Contracting Authority**)

Signed

Name

Position

Date



Deputy Director - OPSS

21 January 2020

Annex A – Specification

Background

The Office for Product Safety and Standards (OPSS) was created in January 2018 by the Department for Business, Energy and Industrial Strategy (BEIS), and takes forward the work of the previous Regulatory Delivery directorate. Responsibilities of the OPSS include:

- Giving detailed advice on the interpretation of safety related regulations and sits on many standard making committees.
- Responding to incidents where the safety of a consumer product is called into question.
- Offering policy advice to HMG on product safety issues.
- Enforcement of a wide range of other product standards and regulations, including WEEE, RoHS, Ivory and Conflict Mineral regulations.
- Support of businesses through an expanded "Primary Authority" scheme to act as a single point of information for a wide variety of regulations impacting business.
- The work of the former national Measurement Organisation is also within the Office, which brings a world class test and measurement capability.

This project is being recruited as part of the BEIS Office for Product Safety and Standards Strategic Research Programme (SRP), which was launched in March 2018. This programme provides high quality strategic science-based research to strengthen the evidence base for Safety and Standards policy development, delivery and enforcement, giving business the confidence to innovate and protecting consumers from unsafe products. The wide range of evidence-based research supported by the SRP helps to address critical questions relating to current product safety, and/or issues that might arise due to future market developments.

In 2014, the average age of the UK went over 40 for the first time, and by 2040 it is projected that one in seven people will be aged over 75 (GO Science, 2016). As the demographics shift, designers will respond to their changing customer base. The physical changes that occur as a result of ageing, e.g. visual acuity, hearing loss, decline in respiratory and cardiovascular functions and reduced muscle and grip strength present problems that many products and services will seek to address.

Over 50's hold over three-quarters of the nation's financial wealth (ECI Partners, 2019), representing an enormous market for products and services focused in this area. Along with the spending power of older citizens comes a proportionally greater demand for public services. With two-fifths of the NHS budget being spent on over 65's (The Guardian, 2016), any reduction in accidents reduces pressure on the health service.

Design processes often fail to involve older citizens (Ollie Campbell, 2015), running the risk of overlooking their needs and potentially needlessly compromising their safety. This is especially true in areas such as the tech industry which is predominantly designed by the young for the young. Technology has the potential to mitigate many safety incidents, however digital exclusion means older citizens may not benefit from recent advances as much as other demographic groups.

Simple design features on products such as appliances can both make life easier for an older citizen and reduce the chance of an accident happening.

Examples:

- An automatic ignition for gas hobs and ovens with cut-off if the hob unit is not ignited.
- Large visual displays on appliances with user interfaces, reducing the chance of the user making a mistake.
- Fall monitors that send alerts if the user suffers a fall, lowering incident response time.
- Stairlifts with backup batteries in case of power cut, ensuring the user is not stranded in an unsafe or awkward position.
- Products, such as grab handles, retaining the same degree of functionality when designed with aesthetics in mind.
- Power tools including guards and automatic cut-outs.

Alms and Objectives of the Project

The aim of this work is to understand how the safety of consumer products used by older citizens and other vulnerable groups can be improved through good design practise.

The objective of this work is to provide an evidence base for OPSS to understand the main issues that relate to inclusive design and consumer product safety. This project will also contribute to the evidence base for the Ageing Society Grand Challenge identified in the UK's Industrial Strategy, which has the objective of providing 5 more years of independent living by 2035.

It is anticipated that the findings of this work would also support OPSS in the development of relevant technical standards.

Suggested Methodology

The project comprises of an evidence gathering exercise to identify the key safety issues and concerns associated with the domestic products commonly used by older citizens and other vulnerable consumer groups. The suggested methodology is:

1. Desk-based research informed by interviews with relevant stakeholders who have experience in this area. Based on this, the contractors will deliver a presentation to the OPSS proposing the main subjects to be researched. The OPSS will agree with the contractors the main research subjects to take forward.
2. A series of focus groups (indicatively 4-6) with consumers from a representative range of demographics to understand and expand on the identified research subjects. These will be potentially complimented by home visits to less mobile consumers. Summary notes of key findings will be submitted to the OPSS Project Monitoring Officer (PMO).
3. For each of the research subjects, produce and submit a draft briefing note (indicatively 6-10 pages) to the OPSS PMO. This should include a description of the problems identified, summary notes from the stakeholder interviews, possible design solutions and recommendations on next steps. Recommendations will be informed by consultation with relevant stakeholders. The briefing notes will be subject to review, after which the contractor will address comments made and submit a final document to the satisfaction of the BEIS PMO.

The above is a proposed structure, however the OPSS would welcome the bidder to suggest any alternative programmes of work that would offer similar or better value for money.

Suggested Core Stakeholders:

- National Innovation Centre for Ageing
- Centre for Ageing Better
- Age UK
- The Design Council
- The IET
- The Royal College of Art
- VOICE (Valuing Our Intellectual Capital & Experience) Consumer Groups
- The Craft of Wellbeing
- Alzheimer's Society
- Johnny Grey Limited
- Research Institute for Disabled Consumers

- UKRI
- Tech UK
- AMDEA

If wished, the Office can send a note of introduction to all stakeholders to explain the nature of the project and the contractor's role in it.

Workshop: The Office can host at no charge a focus groups or workshops at its 1 Victoria St, London office, and can send out invitations on behalf of the contractor. To ensure a good choice of dates and rooms, it is suggested that the room is reserved at least 8 weeks in advance.

Project reporting: Generally a bi-monthly phone call, however this can be discussed at the Kick Off meeting.

Publication of the Reports: It is essential that this work is completed by end of March 2020. This does not give sufficient time for the Contractor to write up a report suitable for publication by BEIS. This is why we have as an alternative asked for detailed briefing notes that should include the same information expected in a publishable BEIS report, but without the need to get comment from our internal stakeholders. However, it is possible that the contractor will at a later date be approached to write a single report.

Deliverables

Week 1 Project kick off meeting at OPSS London or Birmingham office.

Week 2 Inception report, recording the agreed detailed work plan and commercial arrangements made at the kick-off meeting.

Week 5 Following initial desk research, Presentation (in PowerPoint or Word) of the subjects that it is proposed should be researched in the main work.

Week 6 Formal meeting with OPSS to agree subjects of research and names of consumer group invitees, (in person or by phone)

Weeks 9-11 Running of consumer focus groups.

Week 12 Summary notes of the findings of the focus groups.

Week 15 For each of the agreed research subjects, submit a draft final briefing note.

Week 17 Following feedback from OPSS, send a set of final agreed briefing notes.

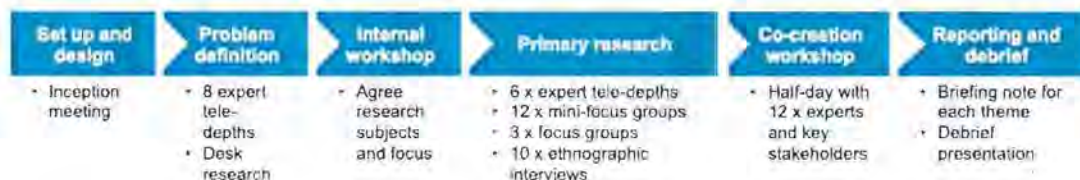
Annex B - C M Monitor (Britain Thinks) Ltd

PROJ1.1 Approach

1.1.1 Overview

We propose an iterative, qualitative research design, with a number of additions to the approach outlined in the ITT:

- Conducting primary research with three audiences: older citizens, their carers, and experts – enabling us to triangulate data from multiple perspectives
- A phase of ethnographic research that enables sensitive engagement with older citizens, in a way that captures observed or 'actual' behaviours as well as reported
- A co-creation workshop with experts to help think through solutions and recommendations, and to help ensure the outputs are tailored to the final audience.



1.1.2 Set up and design

We would begin the project with an inception meeting, attended by the full BritainThinks project team. This would provide us with an important opportunity to set the foundation of our working relationship and ensure that we fully understand the context behind the project and your expectations. We would prepare an agenda ahead of the meeting, which would likely cover:

- The context and detailed objectives, any existing insight in the area,
- Initial thoughts on the research topics; agreeing a framework for finalising topics
- Agreement of the parameters of the desk research, any recommended sources
- Defining the audience and any other vulnerable groups to include
- Involvement of stakeholders throughout, and any additional groups to include
- Discussion of format and what good looks like for the outputs from research
- Review of ethical considerations and safeguarding policy
- Agreement of project management processes, dates for key milestones, etc.

Following this we would submit a summary note, setting out key discussion points and actions. We would ideally receive a sample contact list from OPSS so we can begin recruitment for the scoping interviews as soon as possible.

1.1.3 Problem definition

In this phase of research, we will consult with experts and review existing evidence to identify the key safety issues and concerns associated with the domestic products used by older consumer groups. Specifically, we would want to understand:

- What is already known about this topic, and where are the evidence gaps?
- The types of safety issues more commonly encountered, and the types of domestic products that can produce issues
- Areas in which older people perform differently to rest of population e.g. better sustained attention and persistence
- Any emerging trends in this area – e.g. new safety issues
- Ways to think about the audience in terms of support needs, capability, severity, overlapping needs or complicating factors
- Design-side issues and barriers – any difficulties in operationalising standards or best practice principles
- Research considerations for this audience and these particular topics

We would conduct **8 x telephone interviews of 45-60 minutes** each, engaging a mix of groups from your list and where necessary supplementing your list with desk research and our own contacts in this area. We would draft an invitation to participate in research for OPSS review, to be used with stakeholders, and would conduct recruitment in-house. Interviews would be tailored to the respondent's area of expertise, for example we would ask experts from design organisations to describe the existing design process and principles, when and how they are applied, and any perceived gaps and where they need additional guidance. We would draft a semi-structured topic guide for use in interviews, for OPSS review.

Due to the relatively compressed timeline we would conduct interviews in parallel with the rapid **desk research**. We have allocated 6 days of researcher time for this – to cover a mix of academic sources, policy documents and grey literature. We would agree

- "Older consumers/citizens"
- "Elderly / senior citizens"
- "Vulnerable consumers"
- "65+ / over-65"



- "Product safety"
- "Product design / principles"
- "Product development"
- "User testing"
- "Safety / accidents"

the parameters with you but would expect to use the following search terms:

From this search, we would collate a list of documents for comment before reviewing them according to a high-level analysis grid to capture detail against key themes. Themes in our grid could include, for example, emerging trends, evidence gaps, and most significant issues.

Following analysis of this stage we would conduct an **internal workshop** with you to agree the final research topics, as well as to discuss research design and sample specification. For the purposes of costing (e.g. to develop topic guides and outputs) and design we have assumed 4 x research topics in total – should the number be different we would review the costs and approach, ensuring the final design remained within the maximum budget available.

1.1.4 Primary research

We propose a multi-method approach to primary research, to accommodate the varying requirements of this audience, and to ensure that we balance the need to hear from a large and diverse sample with the need to go beyond self-reported behaviours. Across this phase, we will be gathering evidence about the experience of safety and usability issues when using domestic products.

6 x expert 'deep dive' tele-depths: These 45-60 minute interviews will be used to gather further expert insight once key topics have been decided. Interviewees may include academics, designers and organisations that represent older people.

12 x mini-groups with older people: Based on our experience of conducting groups with older citizens, we recommend smaller group sizes (of 4-5) to increase participant comfort and allow more time for everyone to contribute. We recommend limiting the topic coverage in each group, splitting the 12 groups so that each group can focus just on 1-2 topics – this helps to avoid overwhelming participants, providing enough time and space for everyone to share their views and experiences.

Sample: We will design a sample bespoke to the final research topics. However, we expect that we would want to define the groups by self-defined level of need (rather than age, which will be a less accurate proxy), so that participants share common ground, and so we can analyse the responses by user need sub-group. Some likely sample variables will be:

Primary	Secondary
Up to 5 geographic locations	
<i>Level of need:</i> extent to which participants find it harder to complete daily tasks, have made adjustments, or have noticed increased difficulty with certain product types <i>Experience of safety issues:</i> some to have experienced safety issues or concerns with products <i>Living situation:</i> living alone, living with spouse/family	<i>Socio-economic grade:</i> where those on a lower income will find it more difficult to upgrade their homes, appliances etc. or to purchase specialised products <i>Physical / cognitive conditions, sensory impairment</i> <i>Ethnicity</i>

3 x focus groups with carers: We recommend conducting focus groups with an important 'influencer' audience – those who provide a role offering significant support to an older person. We know from past experiences that a loved one is often well placed to notice areas where an older relative might be struggling and provide clear suggestions for changes that can be made to improve their situation. We would recruit groups of 8, with groups lasting 90 minutes.

10 x ethnographic depths: We know that not everyone in this audience will be able or willing to participate in a focus group, and it is important that we offer an in-home option to accommodate more complex needs. For example, these respondents may need to take multiple breaks during the interview, may require the support of a carer, or may find it hard to hear or participate in a group discussion. In addition, our research and wider evidence shows that it is often difficult for older people to accept or acknowledge changes in their abilities. By observing people in the environment they spend the most time in, we will be able to pick up on subtle difficulties they encounter using everyday domestic products, and build a more holistic understanding of how issues play out in the context of an individual's circumstances.

We will spend a day with each of our participants in their homes while they go about their daily routine, gaining an understanding of their life and any emerging challenges they have noticed in using everyday items with a 'show and tell' element. We will design the day around tasks that require interaction with particular product types, in line with the research topics – with researchers capturing behaviours with carefully structured field notes. Researchers will be highly flexible to the needs of the individual.

Sample: While this will depend on our final research topics, we anticipate around half the sample to have more significant physical or cognitive disability such as those who are deaf, blind, immobile or with early onset dementia. We also expect to include some who live alone vs. some who have some support, and conduct interviews with a carer present where required.

Recruitment: Participants will be recruited through our UK-wide network of professional recruiters, who will be carefully managed to ensure they use appropriate sensitivity when engaging with potential participants. Please see section 1.2.2 for more detail on this approach, including how we will mitigate sampling and recruitment risks.

1.1.5 Co-creation workshop

Following analysis of the interview, we will convene a co-creation workshop inviting a wider group of experts and stakeholders, including product designers. We anticipate running a plenary introductory session covering overarching insights from the research, followed by break-out discussions in smaller groups, with a group focussing on each theme. Groups will reflect on the findings and suggest some solutions and recommendations, sharing results in plenary. Finally, we will discuss the format for reporting, to ensure that briefing notes and subsequent guidance meet user needs. We have included budget for travel and refreshments.

1.1.6 Reporting and dissemination

As outputs for this work, we will provide:

- A summary of findings for each research theme, including overarching findings, to be presented at the co-creation workshop
- A 6-10 page briefing note for each of the research themes (our budget includes 4 reports), covering insights and recommendations from across the research project
- A face-to-face debrief of findings to launch the briefing notes, which we can repeat free of charge in London to support dissemination to wider stakeholders
- A Breakfast Briefing at our offices in Somerset House, accommodating 20-30 stakeholders, to support wider dissemination
- Optionally, a professionally edited short film (3-4 mins) illustrating findings (this is included in our costing sheet)

For more information on outputs please see section 1.4.4 and 1.4.5.

PROJ1.2 – Staff to Deliver

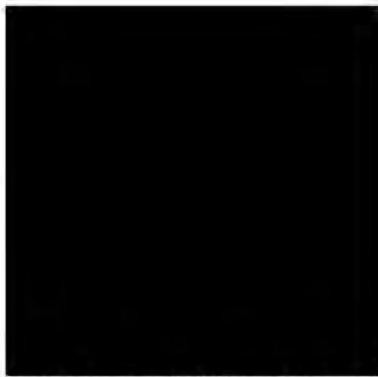
[REDACTED]

within the team, ensuring that your objectives are always at the heart of our thinking and that our final outputs are strategic and actionable. She will attend all key meets and lead facilitate our co-design workshop.

[REDACTED] has more than 25 years' experience of providing senior clients with research-based strategic advice. In that time she has worked with global businesses, major charities, governments and senior politicians.

She is particularly well known for developing innovative ways to bring decision-makers in organisations such as Waitrose, the Guardian and The City UK closer to their stakeholders. Recently she led innovative research for Abbott, a global healthcare company, to deliver a programme of longitudinal research with Abbott's key target audiences in Mumbai. This culminated in a co-creation workshop with participants to see how Abbott might play a role in their lives in future.

Alongside this work, [REDACTED] oversees many research projects involving vulnerable people, including BritainThinks' work for Age UK and Wiltshire Farm Foods.



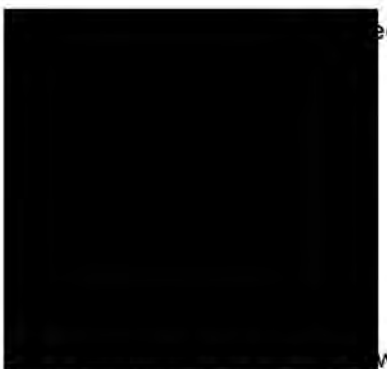
will be Project Director, taking responsibility for ensuring that all materials and deliverables meet our high standards of delivery and are true to your objectives. will quality assure all deliverables, conduct fieldwork and lead analysis.

is a specialist in qualitative social research, with over 9 years' experience working with government and third sector clients. Throughout her career she has worked closely with hard-to-reach and vulnerable audiences, including elderly people, people suffering from loneliness, and ethnic minorities.

has worked closely with the Food Standards Agency on a wide range of projects relevant to this proposal, including ethnographic research to understand consumer practices (from food labelling to chicken washing), consulting a variety of stakeholders and consumers to understand the Efficacy of the Recalls system, and understanding the behaviours of particular consumer segments in relation to unsafe food practices. While at Kantar, she frequently worked with BEIS, helping to develop and test campaigns such as Business Preparedness for UK Exit and the Industrial Strategy Retail Narrative.

also has experience using co-design techniques. This includes research for the University of Kent and design agency Snook to explore the potential for technology to support with young, vulnerable people in care – with participants co-designing solutions with technology developers. She also ran workshops with policy-makers to explore how changes to the Gift Aid declaration could improve accuracy, for HMRC.

has an MA (Distinction) in Culture, Diaspora and Ethnicity from Birkbeck, and a BSc (First) in Social Anthropology from LSE.



ector

will be the day-to-day manager on this project, ensuring that the project delivers to time and budget. She will be your key point of contact, leading on the design of research materials and reports, and conducting fieldwork.

joined BritainThinks in 2015 and specialises in complex research with hard-to-reach audiences and on very sensitive topics. She leads on BritainThinks' approach for conducting communications and product research with older people.

Recently, [REDACTED] has led a suite of projects testing packaging and communications with older people for Wiltshire Farm Foods, as well as research for the FCA with consumers who have claimed Critical Illness Cover as a result of a serious long-term health condition.

[REDACTED] also has four years' experience working as a care worker in a respite centre for children with disabilities. This involved supporting children with a range of different abilities with everyday tasks such as washing, dressing and eating and gave her a deep understanding of how the domestic environment can have a significant effect on a person's lifestyle and independence.

Also relevant to this project is [REDACTED] past experience with digital ethnography – including work for Promise Gluten Free, asking participants across three countries to capture their supermarket shops on camera, and for McDonalds, documenting customer experiences in fast food outlets – a project which culminated in a co-design workshop for the senior McDonalds team.

[REDACTED] has a first-class degree in History and Politics from The University of Nottingham.



[REDACTED] of the project team, working closely with [REDACTED] to support on the design of the research materials, conducting fieldwork, and overseeing recruitment (see section on recruitment below for more information).

[REDACTED] joined BritainThinks in 2018 from ethnographic research agency Revealing Reality. She is experienced in using innovative ethnographic research with hard-to-reach audiences.

This includes spending time in hospitals and the homes of patients to understand the home-from-hospital process for British Red Cross, tracking online news consumption for Ofcom, and mapping customer journeys for Visa and IAG by shadowing consumers on flights.

[REDACTED] is also passionate about inclusive research and much of her experience has been on projects with vulnerable audiences; including older people, socially isolated adults, or those with long-term health conditions. She worked recently with Age UK to understand how to improve access to psychological therapies for older people, and has also worked on a project for the Royal Yachting Association, evaluating and improving their Sailability programme for disabled sailors - including the design and development of an accessible online evaluation platform.

[REDACTED] has a first-class degree in Psychology from the University of Nottingham.



valuable support across the project, assisting with recruitment, research material design, fieldwork, and supporting with analysis and reporting.

joined BritainThinks in 2018 - prior to this, she taught Mandarin Chinese in schools across London and at companies including Barclays and Woolf Olins. is a skilled moderator, making participants feel at ease even on difficult topics. As well as work on sensitive topics for clients such as the Cabinet Office and the FCA, has conducted in-home depth interviews with victims of crime aged 65-85, including those with long-term health conditions or disabilities, to help HMICFRS understand their experiences with the police and support services.

graduated from the School of Oriental and African Studies, University of London with a 2:1 in BA Chinese Studies, as well as studying Arabic, French and German in her spare time.



team by conducting fieldwork and analysis. joined BritainThinks from research agency Revealing Reality, where she specialised in both UK-based and international qualitative research projects influencing service and product innovation, as well as strategy and policy. is particularly skilled in conducting research with older people, including managing much of BritainThinks' work for Age UK ranging from understanding older people's attitudes towards politics, social care, winter wellbeing, and how older people feel about mental health and psychological therapies.

Whilst at Revealing Reality also led an international ethnographic project for an ostomy products manufacturer to understand the daily lives of people with ostomies, and how their products and services could be improved to better meet their needs. The research was multi-phased, involving online communities and in-home depths with people in ostomies in the UK, Germany, North America and Australia, as well as co-creation workshops with the client.

██████ has an MSc in Social and Cultural Anthropology for University College London, and an undergraduate degree in Liberal Arts & Sciences from University College Utrecht, The Netherlands.

1.2.2 Recruitment team

Our recruitment is managed in-house, rather than delivered through external recruitment agencies. ██████ will oversee recruitment, working directly with our network of professional field recruiters across the UK, with a proven track record in recruiting older people. Our recruiters are embedded within communities and use a combination of on-street recruitment, door knocking, database recruitment and snowballing through their networks. This approach is particularly important for this project, as we will want to speak to many who are less physically or socially mobile.

All precautions will be taken to ensure that we recruit the appropriate participants, and that recruiters engage with participants in a sensitive way:

- Recruiters will be closely managed throughout to ensure that they are communicating about the research in the appropriate way
- We will develop a screening questionnaire to determine eligibility and ensure that it has a clear set of statements that give respondents the option to admit vulnerability and recruiters are carefully briefed to deal with these conversations sensitively
- At the point of recruitment, recruiters will take care to explain the research process and purpose clearly to secure informed consent (which will be repeated during the research sessions)
- We will provide confirmation letters in accessible format, with details of the research, the date and time of their interview, the name and photo of the researcher, and a note that we will call to remind them of the interview the day before, and that they can opt out at any time
- We will pay incentives to all participants (including smaller incentives for carers attending mini-groups to support participants) to thank them for their time.

Ability to deliver

Our ways of working mean that the full research team is fully briefed on the objectives for the project, and all work is built from a sound understanding of the methods and techniques that apply to this audience. Regular meetings and informal information sharing (e.g. during the desk research phase) will ensure that the whole team is across emerging insight, enabling us to iteratively develop hypotheses and findings across the project.

While the core team outlined above will lead on design, moderation and reporting of the research, we are able to draw on BritainThinks' wider team of 40+ experienced researchers for logistical and moderation support as required, e.g. to deliver fieldwork to very tight timelines. We are also able to draw on this pool to ensure consistent resourcing should any member of the team become ill. We would notify OPSS of any proposed changes or additions to the team in advance, providing our continuity plan.

Support required

We have highlighted in our timeline any points where we need input from OPSS, including comments and sign off. Following inception, we would provide a granular timeline for comment, checking any proposed review periods are workable for OPSS, before beginning the project. The key output we would require from the OPSS team early on in the project is the contact list of stakeholders for expert interviews – while we can sample-build to increase this list, timely delivery of a sample list will ensure we can hit the ground running and deliver the first phase to the timeline.

PROJ1.3 – Understanding the Project Environment

Background

The Office for Product and Safety Standards (OPSS) was established in January 2018, by the Department for Business, Energy and Industrial Strategy (BEIS). Their remit includes, among other things, responsibility for product safety, recalls and responding to incidents, enforcing product standards and regulations, and providing a single source of information about regulation for businesses. The Product Safety and Standards Strategic Research Programme (SRP) is an important initiative to gather high quality evidence to support the work of the OPSS. The work of this programme will help to ensure that the UK delivers the highest level of consumer protections while giving businesses the confidence to innovate and thrive, supporting HMG's Modern Industrial Strategy.



This project relates to one of the five Grand Challenges set out in the Modern Industrial Strategy – that of the UK's ageing population. The ONS predicts that in less than 20 years, the number of those aged 65 and over in the UK will increase by almost half (44%), meaning that by 2037, one in four of the population will be over 65¹. This demographic shift will have a significant impact on public spending (e.g. on health and social care), which can be lessened by improving the safety and accessibility of older citizens' environment, reducing accidents and, indirectly, supporting independent living and wellbeing. Looking to other countries that have experienced similar demographic changes to their population, such as Japan, suggests that an ageing market, where spending power is concentrated among older consumers, is likely to result in a shift in industry focus. In 2012, the 'grey pound' accounted for £320 billion a year of spending power, over 50% of UK consumer expenditure².

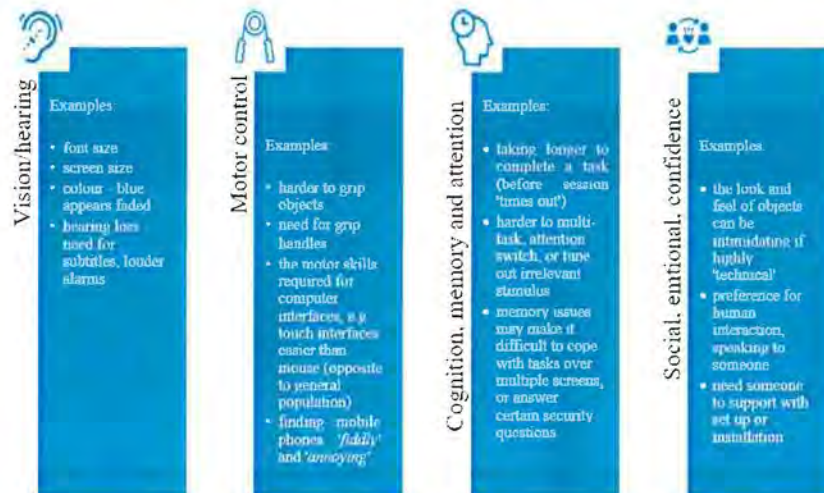
These factors mean that it is vital for government to be able to provide robust, evidence-based standards and guidelines to help businesses design for the 'longevity market', helping to identify risks early, ensuring high levels of product protection for ageing and more vulnerable consumers. This will be key to ensuring that older consumers are protected while able take advantage of technological advances.

Changes to capability as people age is a logical starting point for thinking about how products need to be adapted to suit older and more vulnerable consumers. Foreexample:

- in 5 people aged 75+ are living with sight loss
- 71% of people over 70 are living with hearing loss

- 12% of those over 65 with moderate frailty and 35% with mild frailty
- In addition to cognitive decline and memory loss, 7% of those over 65 suffering from dementia, rising to 17% among those over 80
- 9% of those over 65 feeling 'cut off from society'³

Some examples of how sensory, physical and cognitive decline and different social needs and expectations affect interaction with products, are set out below:



While older age is associated with a decline in cognitive function, older people do perform better as well as or better than young people in certain areas, such as attention span, semantic memory, thoroughness and persistence⁴. This links to a wider discussion with regards to product design for older citizens – that genuinely inclusive practice does not need to just 'design for deficiencies' but should consider positive aspirations and goals too. Such arguments highlight the need to examine the processes, practices and culture of the design sector, as well as the particular needs of the older citizen – to gain a more holistic understanding. Some considerations from the design side include:

- The age profile of the tech design sector, leading to assumptions about common and shared understanding, e.g. aptitude to learn new interfaces
- Cultural norms within industry that homogenise and deprioritise the 'over 55' group
- The challenges of involving older people in user-design, in terms of expertise and resource, cost and competing priorities, difficulty of interpretation and ethics

Research objectives

As there is already an established body of literature on these topics, it is vital that this project builds on existing experience and expertise in this area, identifying any gaps where there is need for additional information to support the development of best practice or technical standards. In addition, this work should horizon scan – identify emerging and potential issue with new technologies or new products, and reflect on market direction. The fundamental aim of this research is to understand how the safety of domestic consumer products can be improved through design practices that take into account the needs of older citizens and vulnerable consumers. Specifically, it will:

- Identify the key safety issues relating to product design among older and vulnerable citizens, based on existing evidence, to take forward into research design
- Identify best practice principles of design, based on the needs of older and vulnerable consumers, in terms of:
 - the usability and safety issues they encounter using domestic products
 - the solutions that would help overcome or avoid these safety issues
- Explore any emerging or future trends that may affect product usability and safety
- Explore the challenges and barriers involved in implementing inclusive design process, practices and norms

Our perspective on your challenge

Below we set out a number of research challenges we anticipate for this project and how we have responded to them in our design.

- As the research topics are yet to be defined, we expect we may need to adapt the method to deliver the right insight. We expect to review the research design with you at the interim workshop to ensure that we are speaking the right audiences – we have built flexibility into our design as expert interviews and mini-groups can be easily conducted across different phases or audiences, and we have left room in the budget to adapt as necessary.
- As age-related changes are not uniform in the population, and are influenced by multiple factors from social support networks to co-morbidities, the needs of older citizens are likely to be complex and varied. Our sampling strategy will ensure that we cover a diverse range of

needs based on a combination of self-defined need and demographic quotas, refined by consultation with experts during the initial scoping interviews.

- The challenges cited above that relate to product safety also have a bearing on individual's ability to take part in research. We have included the following in our design:
 - Shorter data collection sessions for those with cognitive impairment issues, and designing shorter, simpler topic guides
 - Using experienced researchers who apply specific techniques e.g. providing a lot of explanation about what is happening in the session (e.g. when moving on to a new topic), respecting individual stories about experiences
 - Using lots of visual stimulus and cues and using a minimum of size 14pt font, while avoiding too much paper or stimulus
 - Only using accessible venues for research sessions
 - Inviting carers or family members who participants may want to attend with them.
- It is important that the data serves the needs of OPSS while being digestible and accessible for other users. As a result, we propose involving organisations and individuals
 - (a) with visibility of the design process and (b) who might access government information on safety standards. We propose building on your expert sample list through desk research, our own contacts and snowballing, increasing representation of designers, and inviting them to help co-design solutions and recommendation in a workshop.

PROJ1.4 – Project Plan

1.4 Project Plan

1.4.1 Timeline

We have set out the expected timescales for this project below, highlighting key milestones and points of involvement from you. We can of course be flexible to your needs and are happy to finalise these timings in the extended set up meeting.

Please note that we have based these timings on the suggestions outlined in the brief. From our experience conducting expert interviews, we know that they can be particularly difficult to recruit over the Christmas and New Year period and have for this reason allowed extra time for these to be carried out.

w/c	Activity	Responsibility	Research phase
02/12	Project set-up meeting	BT/OPSS	Set-up and design
	Set-up meeting note delivered	BT	
	Sample list of expert stakeholders provided	OPSS	
	Any documents for desk research provided	OPSS	
	Rapid evidence assessment commences	BT	
	Design of expert interview research materials	BT	Problem definition
09/12	Rapid evidence assessment continues	BT	
	Feedback on expert research materials	OPSS	
	Expert interviews commence	BT	
16/12	Expert interviews continue	BT	
	Analysis and reporting	BT	
23/12	Expert interviews continue	BT	
	Analysis and reporting	BT	
30/12	Expert interviews continue	BT	
06/01	Debrief workshop and discussion of final research topics	BT/OPSS	
	Agree recruitment specification	BT/OPSS	Primary research
	Research materials drafted	BT	
	Recruitment commences	BT	
13/01	Recruitment continues	BT	
	Groups: materials signed off	BT/OPSS	
20/01	Focus groups: pilots	BT	
	Ethnography: materials signed off	BT/OPSS	
27/01	Focus groups continue	BT	
	Ethnography commences	BT	
03/02	Focus groups continue	BT	
	Ethnography continues	BT	
10/02	Analysis and reporting	BT	
17/02	Primary research summary note submitted	BT	
	Design of co-creation workshop	BT	
24/02	Feedback on workshop research materials	OPSS	Co-creation workshop
	Workshop materials finalised	BT	
02/03	Co-creation workshop conducted	BT/OPSS	Reporting and dissemination
	Analysis and reporting	BT	
09/03	Draft final notes submitted	BT	
16/03	Feedback on draft final notes	OPSS	
23/03	Final notes submitted	BT	
	Final debrief	BT / OPSS	

Should purdah affect the project start time (i.e. if we are not able to begin recruitment until after purdah is finished), we expect that we could carry out the project as below, and still deliver the reports as required by the end of March.

- Set-up of the project commences w/c 16th December
- Expert interviews / rapid evidence assessment commences w/c 30th December
- Debrief workshop and set-up for primary research w/c 13th January
- Primary research conducted w/c 27th Jan to w/c 10th Feb

- Co-creation workshop conducted 9th Mar
- Final notes submitted and debrief held w/c 30th Mar

1.4.2 Risk register

At BritainThinks we take a proactive approach to managing risks within a project. The table below sets out what we see as some of the key potential risks facing this project and outlines how we will address these within our approach.

Risk	Likelihood	Impact	Preventative/Mitigation Measures
Project delays (e.g. due to purdah)	Medium	Medium	• Working flexibly to deliver to the March 2020 deadline, without compromising on quality (see 1.4.3), for example, expanding the fieldwork team to complete the fieldwork in 2 weeks • We can compress the fieldwork period, as well as the reporting period to make up any delays
Research does not provide BEIS / OPSS with the insight they require	Low	High	• An extended set-up meeting at the beginning of the project will allow us to understand your objectives in detail, review what is already known, and what are the key questions to answer in the project • We will make key decisions about the participants to include, and topics covered, based on a thorough evidence review and interviews with experts on the subject • There will be multiple opportunities to iterate materials based on interim findings, to ensure objectives are being met
The scoping phase is unable to determine final research topics	Low	Medium	• At inception, we will agree a framework for how we will determine the key topics to focus on, and create a plan for what topics could be should there not be a strong steer from stakeholders or the literature
We are unable to recruit key audiences	Low	High	• We are using tried and tested recruitment methods that have delivered for us with these audiences in the past • All recruitment will be managed in-house by the project team, meaning that we will be able to identify any issues quickly • We over-recruit each mini-group to protect against last minute drop-out • We have aimed to keep the sample framework achievable in line with other projects we have completed, and have not added additional recruitment criteria beyond the core requirements to maximise the likelihood of finding eligible participants
Respondents struggle to engage with	Low	High	• We use research techniques to support all audiences to take part in meaningful discussions, adapting the ways in which we

the research questions, leading to shallow or incomplete data			ask questions, research session length, and a suite of additional techniques. • Observational research, and engaging with experts and carers means we do not rely solely on self-report
Illness / absence in the BritainThinks team	Low	Low	• We have fielded a large team in order to ensure that fieldwork will always be carried out by core team members, and there will always be someone with a thorough understanding of the project available to step in
Reporting is not of a high enough standard	Low	High	• Working with you closely at inception to agree format, opportunity to review and discuss the key messages before reporting begins (at the co-design stage), and sharing draft report structures with OPSS in advance of writing • Rigorous analysis will be supported by thorough quality assurance processes to deliver high quality outputs (see 1.4.4)
Outputs are embedded within BEIS / OPSS	Low	High	• Working closely with OPSS and stakeholders to create tailored and accessible outputs, tested and co-developed with stakeholders • Offering unlimited additional debriefs, tailored to audience, with your stakeholders

1.4.3 Ensuring the project runs to time

At BritainThinks we pride ourselves on working flexibly to meet tight deadlines without compromising the quality of our research. We will do so on this project by:

- Running the project to a detailed project plan, clearly setting out the project timeline and key milestones, and identifying where we will require input from you
- Providing summary notes after key calls and/or meetings – including key discussion points, next steps and timings
- Providing (at a minimum) weekly updates in an agreed format to keep you abreast of progress at all times – including progress against timelines, and any foreseen issues
- In-team communication and contingency planning – at a minimum, weekly team meetings so that all team members understand the project status and can 'step in' if an issue (such as sickness) arises.

1.4.4 Quality control of outputs

We are committed to delivering outputs of consistently high quality for our clients and will employ a number of practices to ensure that our outputs meet your needs:

- Analysis grids, used to manage data, will be reviewed by senior members of the team to check the quality of data entry and ensure that key objectives are captured
- Before drafting the report notes, we will provide detailed outlines and/or structures to you with opportunity for feedback to ensure they reflect your priorities and objectives
- All outputs will be reviewed and signed off by a Research Director, [REDACTED] [REDACTED] will provide an additional layer of quality assurance by ensuring your core objectives are always at the heart of our thinking, and that outputs strike a balance between depth and accessibility
- All outputs will be carefully proofed by a member of the team who has not been involved in writing, i.e. a 'fresh pair of eyes', to sense check accessibility and quality

1.4.5 Embedding and disseminating findings

We work alongside our clients to ensure that the research we produce is accessible, actionable, and engaging for all relevant stakeholders. On this project we will do this by:

Clearly evidencing reports with references to the data and illustrative verbatim quotes. This is extremely important in ensuring that our research outputs stand up to senior and external scrutiny

Ensuring reports are easily digestible, with a clear section upfront setting out the key 'takeaway insights' from the research. For audiences who are time poor, this summary tells them all they need to know, and stands up in its own right

Using the expert interviews and expert workshop to inform a strategically focused conclusions section which goes beyond reportage to set out clearly the implications of the research, and associated next steps

We always discuss this with our clients to ensure that these recommendations are appropriate for their organisation and internal stakeholders, and that they reflect internal language and existing strategy

Offering unlimited debriefs within London, to engage different groups of stakeholders where necessary