



Queen Margaret University
EDINBURGH

SUPPLY OF SERVICES AGREEMENT

Between

QUEEN MARGARET UNIVERSITY, EDINBURGH, a company incorporated under the Companies Acts and limited by guarantee (Registered No. SC7335, Scottish Charity number SC002750) and having its Registered Office at Queen Margaret University Drive, Musselburgh, East Lothian, EH21 6UU ("the University");

and

OFFICE OF RAIL & ROAD, and having its Registered Office at 25 Cabot Square London E14 4QZ ("the Client").

(hereinafter referred to collectively as the "Parties" and each a "Party")

WHEREAS:

- (1) The Client has asked the University to provide certain services ("the Services") as described in the Schedule to this Agreement
- (2) The University has agreed to provide the Services in accordance with the terms set out below.

IT IS AGREED AS FOLLOWS:

1. Definitions

In this Agreement the following phrases shall have the following meanings:

Background IP means all Intellectual Property, information, data, software and materials belonging to a Party which (i) already exists at the start of the Period or (ii) is created outwith the Services;

Deliverables means any results, reports or data as specified in the Schedule to this agreement which directly result from the performance of the Services by the University;

Fee means the total fee payable by the Client to the University under the Supply of Services Agreement and specified in the Schedule;

Foreground IP means all Intellectual Property, information, data, software and materials identified, created or first reduced to practice or writing in the course of the performance of the Services;

Information means any information (including samples, materials, drawings, specifications, photographs, designs, computer code, computer programs, data, formulae, processes, Know-how, software, any technical or commercial information), reports, papers, correspondence or documents;

Intellectual Property Rights means any patents, copyright, database right, registered design, unregistered design, trademarks, Know-how, rights in and to inventions or any other industrial or intellectual property rights in the United Kingdom and/or elsewhere together with any application or right to apply for the foregoing;

Know-how means technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) that is not in the public domain and that is not the subject of a patent application;

Period means the period of time during which the Services will be delivered as specified in the Schedule;

Services means the services to be provided by the University as specified in the Schedule.

2. Basis of Supply of Services

2.1 The University shall use all reasonable endeavours to supply the Services to the Client during the Period.

2.2 The Client shall be responsible to the University for ensuring the accuracy of the terms of any order submitted by the Client and for giving the University any necessary information relating to the Services within a sufficient time to enable the University to perform the Services. The University is not obliged to take any action to progress the Services where the Client fails to provide anything that is necessary to undertake the Services.

2.3 The University shall not be liable under or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of the University's obligations in relation to the Services, if the delay or failure was due to any cause beyond the University's reasonable control.

3. Payment

3.1 The Client shall pay to the University the Fee with any Value Added Tax due thereon.

3.2 The Client shall pay the Fee in Pounds Sterling within thirty (30) days of the date of invoice relating thereto.

3.3 If the Client fails to make any payment on the due date then, without prejudice to any other right or remedy available to the University, the University shall be entitled, but not obliged, to;

3.3.1 cancel the Services or suspend any further performance of the Services; and/or

3.3.2 charge the Client interest (both before and after any decree or judgement) on the amount unpaid at the rate of 2.5 per centum per annum above the UK clearing bank base rate from time to time until receipt of cleared funds by the University. Such interest shall accrue on a daily basis.

4. Intellectual Property

4.1 On payment of the full Fee by the Client all Deliverables and Foreground IP Rights therein shall be the property of the Client.

4.2 The University shall be entitled to use free of charge the Deliverables and any Foreground IP arising from the provision of the Services whether complete or incomplete for academic publication, education or research, subject to obtaining the prior consent of the Client, such consent not to be unreasonably withheld.

4.3 If the Client does not respond within a thirty (30) day period to any request from the University to use the Deliverables or Foreground IP then the Client will be deemed to have consented to their use.

4.4 All Background IP shall remain the property of the Party introducing it.

4.5 For the avoidance of doubt, in the case of the University owned Background IP (i) nothing in the Agreement shall prevent the University from using the same, or authorising third parties to use the same, for any purpose; and (ii) the Client shall treat as confidential the details of any such Background IP which may be disclosed to, or which may come to the attention of, the Client.

5. Use of University's Name

The Client shall not use the University's name in connection with the Services undertaken under the Agreement without the express written consent of the University which shall be sought on each occasion. Such consent shall not be unreasonably withheld.

6. Confidentiality & Data Protection

6.1 Subject to Clauses 4.5 and 6.2, both the Client and the University shall be obliged to keep strictly confidential and not, without the prior written consent of the other, make use of or disclose to any third party any confidential information relating to the affairs of the other or the existence or content of this Agreement or otherwise arising out of the provision of the Services which may reasonably be regarded as or which ought to be regarded as confidential.

6.2 Condition 6.1 shall not apply if such Information (a) is already in the public domain or if it subsequently comes into the public domain other than by breach of the Agreement by the receiving Party; (b) was already known to the receiving Party prior to its disclosure by the other Party; (c) is received from a third party who did not acquire it in confidence from the disclosing Party, or someone owing a duty of confidence to the disclosing Party; (d) is required to be disclosed by law or order of any court or authority of competent jurisdiction; or (e) is required to be disclosed lawfully by the University in accordance with the Freedom of Information (Scotland) Act 2002.

6.3 No Partner shall disclose any Personally Identifiable Information (PII) to third parties without the prior written consent of the individuals except in accordance with the General Data Protection Regulation 2016/679 and the Data Protection Act 2018.

7 Warranties, Liability and Indemnities

7.1 The University will use its reasonable endeavours to ensure accuracy of the Deliverables, however, to the maximum extent permitted by law, the University gives no warranty, express or implied, (i) as to the accuracy of the Deliverables; (ii) that the use of the Deliverables is suitable for any particular purpose or will provide the desired objective; (iii) that the Deliverables are free from defects or faults; and (iv) that use of the Deliverables will not result in infringement of third party rights. Deliverables are provided 'as is' without any express or implied warranty including but not limited to implied warranties as to satisfactory quality or fitness for a particular purpose. The University accepts no liability whatsoever in respect of any claim(s) of whatsoever nature arising from the use by the Client or by any third party of any of the Deliverables.

7.2 The Client shall indemnify and hold harmless the University, its employees, agents and students from and against all claims, actions, losses, damages, demands, liabilities, costs and expenses (including all interest, penalties and legal and other professional costs and expenses) which may be brought against or be incurred or suffered by the University and which arise out of or in connection with (i) the use of the Deliverables by the Client or others for whom it is responsible; (ii) product liability claims in respect of any of the Client's (or others for whom it is responsible) products or services which are based on the Deliverables; (iii) any claim of infringement of any third party's rights, including, without limitation, their Intellectual Property rights of any other party which results from the University's use of the Client's description/specification; (iv) any claims which are a result of any act or omission of the Client, its employees or agents.

7.3 For the avoidance of doubt, (i) neither party shall be liable to the other for any indirect or consequential damages; and (ii) neither Party excludes, restricts or otherwise limits their liability for any death or personal injury arising from that Party's negligence or for any loss suffered by either Party for the other Party's fraud.

8 Termination

8.1 The Agreement may be terminated:

8.1.1 forthwith by written notice by either Party in the event of (a) a material breach by the other Party of any of its obligations in the Agreement which, if the breach can be remedied, remains unremedied on the expiry of thirty (30) days after receipt by the Party in breach of written notice from the other specifying the breach and the action required to remedy same; or (b) any delay invoked under Condition 2.3; or (c) in the event of (i) insolvency, bankruptcy, administration, receivership, liquidation or analogous insolvency procedure of the other Party; or (ii) the other Party's ceasing or threatening to cease trading; or (iii) the sale of the whole or any substantial part of the other Party's business or assets; and

8.1.2 forthwith by written notice by the University (a) in the event of any sum due by the Client remaining unpaid after fourteen (14) days from the due date; or (b) if, during the Period, the University becomes unable to provide the Services for any reason outwith the reasonable control of the University.

8.2 Upon expiry of the Period or earlier termination: (i) the University shall return to the Client any Information supplied by the Client for use in the provision of the Services; (ii) all monies due under the Agreement (including any outstanding part of the Fee) for the Services performed up to such date, together with all expenses and non-cancellable commitments incurred up to such date, shall become immediately due and shall be paid within fourteen (14) days of such date of termination; (iii) the accrued rights and liabilities of the Parties shall survive such termination; and (iv) Clauses 3, 4, 5, 6, 7 & 12.6 shall survive such expiry or earlier termination.

9 Compliance with Anti-Bribery Laws

9.1 Each Party shall comply with all applicable laws, statutes and regulations relating to antibribery and anti-corruption in each country where a party has its principle place of business and where such Party conducts activities under this Agreement in respect of (including but not limited to the UK Bribery Act 2010) ("Anti-Bribery Laws");

9.2 Breach of this Clause 9 shall be deemed a material breach of this Agreement.

10 Assignment

The Client shall not assign, transfer, sub-contract or in any other matter make over to any third party the benefit and/or burden of this Agreement without the prior written consent of the University. The University shall be entitled and it shall be at the sole discretion of the University to sub-contract and/or delegate the performance of the obligations incumbent on it under this Agreement by subcontracting same to Queen Margaret University Enterprises Limited (Company No. 135573) of Queen Margaret University Drive, Musselburgh, East Lothian EH21 6UU, without further intimation to the Client. Queen Margaret University Enterprises Ltd shall be entitled to invoice the Client for such services rendered under this Agreement.

11 Notices

Any notices given under this Agreement shall be in writing and shall be validly given if delivered personally or sent by Registered or Recorded Delivery Post to the party to whom the notice is given at the address set out in this Agreement or such other addresses as either Party may specify in writing to the other.

12 General

12.1 This Agreement represents the whole understanding of the parties with regard to the subject matter hereof and supersedes all previous agreements, contracts or arrangements between the parties relating to the provision of the Services. No variation of this Agreement shall be binding unless agreed in writing between authorised representatives of the University and the Client.

12.2 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or part the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected thereby.

12.3 Failure by either Party to enforce at any time or for any period any condition of the Agreement does not constitute and shall not be construed as a waiver of such condition and shall not affect the right later to enforce such condition and any other condition.

12.4 This Agreement shall not be taken as creating or evidencing any agency or partnership between the University and the Client.

12.5 Nothing in this Agreement shall be deemed to prevent the University from undertaking services of a nature similar to the Services on behalf of any third party

12.6 Any dispute arising under or in connection with this Agreement or the supply of the Services shall be referred to a single arbiter appointed by agreement or (in default) nominated on the application of either party by The President for the time being of The Law Society of Scotland. This Agreement shall be governed by Scots law.

Signed for and on behalf of the University

Signature

[Redacted Signature]

Name [Redacted]

Position Head of Finance.....

Date 23/10/2020.....

Signed for and on behalf of the Client

Signature

[Redacted Signature]

Name [Redacted]

Position Procurement & Finance Executive

Date 23/10/20

HE SCHEDULE

AS REFERRED TO IN THE FOREGOING SUPPLY OF SERVICES AGREEMENT BETWEEN QUEEN MARGARET UNIVERSITY, EDINBURGH AND OFFICE OF RAIL & ROAD

Part 1

The Services

The University will provide the following services:

A critical review of complaint handling in regulated consumer sectors where there is an ombuds scheme. A detailed project description is attached at Schedule Part 2.

The Deliverables

Action	Completed by
Complete desk research	By 18 November 2020
Complete interviews and analyse findings	By 7 December 2020
Interim presentation with emerging findings	By 16 December 2020
Draft report (based on desk research and interviews)	By 19 January 2021
Final report (based on desk research and interviews)	By 23 February 2021
Debrief presentation on findings to the ORR team and stakeholders (The decision for whether this is required shall be taken at the completion of the Final report and shall be subject to the agreement of the ORR Contract Representative.)	Date to be agreed but no later than 30 June 2021

The Period

The Services shall commence on 26 October 2020 and shall continue until 30 June 2021.

The Fee

The Client shall pay to the University £19,500 exclusive of VAT which will be applied at the standard rate

Payment Terms

The University shall invoice the Client in accordance with the following schedule:

[REDACTED]

Invoices to the Client should be sent to:

[REDACTED]@orr.gov.uk
Office of Rail & Road
25 Cabot Square
London
E14 4QZ



Research Proposal –15 October 2020

A review of best practice in complaints handling procedures and guidance

Introduction

Thank you for the opportunity to submit a proposal to provide a review of best practice in complaints handling procedures and guidance. We have prepared a proposal based on your invitation to tender setting out our understanding of what is being looked for and how we will address it. We hope this proposal is of interest and we would be happy to provide further information on any aspect of it.

Purpose of the research

The purpose of this research appears to relate to three main areas:

(1) A review of best practice in complaints handling

To consider whether aspects of ORR's current guidance on complaints handling procedures continue to reflect best practice, so that the requirements ORR place on train companies and station operators keep pace with the latest developments and consumer expectations.

In order to achieve this, the report will examine current good/best practice in relation to the following sectors:

(a) Other regulated sectors with an ombudsman scheme.

The 2018 QMU report has already examined this in relation to the Energy, Communications, Finance and Legal sectors. The present review will update any additional developments in these areas since 2018.

(b) Other sectors which are comparable to rail

Rail shares characteristics with the public sector where there is typically no option for consumers to change provider and switching is less relevant. In order to recognise the unique consumer landscape surrounding the rail industry, the research will also review best practice in relation to complaint handling in public services such as health (in England) and education (in England and Wales).

QMU's 2018 review included the Scottish Public Services Ombudsman Model Complaint Handling standard which includes health and education complaints as a leading example from the Public Sector. This review will update the 2018 report by taking account of recent developments in Scotland and extend the research to include up to three additional sectors. It is proposed that, subject to ORR agreement, this will include the Parliamentary and Health Services Ombudsman (PHSO) which is currently consulting on a new Complaints Standard for health complaints in England and The Office of the Independent Adjudicator which adjudicates Higher Education complaints in England. Any additional sector to be agreed with ORR and identified during the desk research phase including if appropriate one within the infrastructure (e.g. transport) sector.

The comparators to be included will include:

- How they define complaints
- Which complaints they deal with
- Transparency and signposting requirements to ADR
- Accessibility including approaches to complaints via social media and how schemes address the needs of vulnerable complainants.
- Response times
- How they ensure complaints are resolved fairly
- Accountability and learning from complaints

We will summarise the findings from this research in a report which compares the criteria across each sector along with a narrative summary of the key learning in relation to good / best practice in complaint handling in these sectors which may be of particular relevance to the rail sector.

(2) Approaches to the regulation of first tier complaints handling in other regulated sectors

The research will also update the QMU report, taking account of any new developments on approaches to regulation. It will also identify approaches taken and methods used by regulators in other regulated sectors to their complaint handling practice, including the balance struck between general principles, versus detailed rules and guidance. This will include identifying any equivalents to ORR's guidance and approvals role, and gathering evidence and insight from regulatory bodies regarding the relative success of their models in driving positive outcomes for consumers, as well as providing transparency and ease for the purposes of monitoring and compliance. This review will include interviewing representatives of up to three regulators or equivalents agreed with ORR to identify any lessons to be learnt from their approach in this area.

We will summarise our findings in the report which will provide an overview of approaches to the regulation of first tier complaints handling in other sectors, along with a set of insights/lessons learned which may be practically applicable to ORR when considering its own approach, and the content of its own current guidance and approvals role.

(3) Review ORR current guidance on what a good complaints handling procedure should contain and identify any gaps or improvements that could be made including making recommendations on options for how it should be revised to reflect best practice.

Drawing on the QMU 2018 report and the updated research detailed above, the project will also review ORR's current complaints handling guidance and consider whether it continues to reflect good/best practice, and/or whether there are gaps that should be addressed or improvements that could be made.

This review will build on the 2018 QMU report by actively engaging with a small sample of train and station licence holders, regulators and ombudsman schemes to identify examples of best practice and innovation which can be used to inform any improvements to the ORR guidance. As well as reviewing these against best practice, the research will give consideration to whether there are alternatives to the core standards the ORR guidance sets out and the balance to be struck between higher level principles or outcomes based approaches as against the current position.

The review will include but not necessarily be limited to:

- ORR's definition of a good complaints handling procedure, a complaint, and our approach to core standards and service standards.
- Response times
- Access routes including social media and more broadly, for vulnerable consumers
- Escalation and signposting to ADR
- Other areas as agreed with ORR

We will summarise our findings in relation to this review in our report and will work collaboratively with ORR following on from the report and advise on refreshed text where applicable.

Methodology

Once the comparators have been agreed with ORR, a desk-based research exercise, in the form of a review of relevant complaints handling schemes, and drawing together good practice and lessons to be learnt, will be undertaken.

To further inform the desk-based research, up to 10 interviews will take this place. The interviews will be an important element for updating and differentiating the 2008 research. The final interview list will be agreed with ORR.

Up to six interviews will take place with a sample of train and station licence holders who represent a cross section of different types of licence holders. ORR will suggest appropriate licence holders and carry out the initial approach to help ensure participation. These interviews will also be an important element of ensuring that both current issues with the guidance are identified, and that the guidance is future proofed. These interviews will be undertaken online or via telephone, recorded, transcribed and thematically analysed by the research team. Proposed topic guides will be developed and discussed and agreed with ORR.

In addition, four interviews with regulators or ombudsman schemes on their current approach to complaint handling will also be sought. The schemes and regulators to be approached will be confirmed and agreed with ORR during the desk research stage and reflect sectors where developments are of particular interest to this work. Based on the 2018 QMU report our current thinking is that OFCOM may be an example of a regulator that would be useful to include to inform stage 2 of the research (approaches to regulation). In light of developments since that report the Parliamentary and Health Services Ombudsman could also be included. Input from the Rail Ombudsman at this stage is also likely to be helpful to the research team and subject to agreement from ORR will be included in addition to the 10 interviews identified.

Outputs and timescales

Output	Timescale – assuming start date of 26 October 2020
Ad-hoc contact by telephone/email as needed; weekly updates (which may be via calls or email) with the project manager;	Ongoing from start of project
Comparators and sectors to be included in desk top research identified and agreed with ORR	By 2 November 2020
Initial interviewees identified and agreed with ORR	By 9 November 2020
Complete desk research	By 17 November 2020
Complete interviews	By 7 December 2020
An interim online presentation by the research team /project manager with emerging findings	By 16 December 2020
Draft report for comment by ORR team	By 19 January 2021
Final report to a publishable standard, which incorporates any amendments/comments from the ORR	By 23 February 2021
A final presentation on findings to the ORR team and relevant stakeholders (The decision for whether this is required shall be taken at the completion of the Final report and shall be subject to the agreement of the ORR Contract Representative.)	Date to be agreed 2021

The outputs from this work will inform the review of ORR's guidance on complaint handling which ORR intends to consult on publicly in 2021.

Price for proposal

QMU Staff costs*	
Non-Staff costs	
Project Costs (excluding VAT)	£19,500.00

All prices are valid for a period of 30 days.

Research Team

The research team will be led by [REDACTED] Senior Lecturer in Dispute Resolution, who will be the project manager. She will be assisted by [REDACTED], Consumer Policy Expert who will undertake the desk research, conduct the interviews and prepare the initial draft of the report. [REDACTED] will in addition to managing the project, provide input as required to the desk research, take part in the interviews and review the report. A team approach allows the Consumer Dispute Resolution Centre to bring to the project a broad range of experience of dispute resolution, complaint management and consumer policy. A collaborative approach with ORR is strongly favoured and ORR will play a lead role in identifying the comparator bodies and in facilitating contact with the licence holders and other regulators.

Biographies

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[illegible]