



UK Shared Business Services Ltd (UK SBS)
UK SBS Reference:IT17040
E-Mail: Sujita.Mall@uksbs.co.uk

Digital Science & Research Solutions,
Inc 1 Canal Park
Suite 1A
Cambridge, MA
02141 USA

Tuesday 25th April 2017

Dear Sir/ Madam,

Contract Title: Analytical Subscription Service

Contract Reference: IT17040

The Contract shall be subject to the UK Shared Business Services Limited (UK SBS) S1 Terms and Conditions for the Purchase of Goods and the following Schedules:

Schedule 1 – Special Conditions

Schedule 2 –Purchase Order Form

Schedule 3 – The Services

Yours sincerely,

Sujita Mall
Category Support
ICT Procurement
Sujita.Mall@uksbs.co.uk

S1 - PRECEDENT CONTRACT FOR THE

S1 - PRECEDENT CONTRACT FOR THE PURCHASE OF SERVICES

SECTION A

This Contract is dated Tuesday 25th April 2017

Parties

- (1) **Arts and Humanities Research Council (AHRC)** of Polaris House, North Star Avenue, Swindon SN2 1ET (**the Customer**).
- (2) **Digital Science & Research Solutions, Inc**, a company incorporated and registered in United States with company number 27-4165481 and registered VAT number is EU826022721 whose registered address and trading address is One Canal Park, Suite 1a, Cambridge, MA, 02141, USA (**the Supplier**).

Background

The Customer wishes the Supplier to supply, and the Supplier wishes to supply, the Services 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:

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 Customer for the supply of the Services in accordance with clause B4.

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, know how and data (in any form or medium) which relates to UK SBS, the Research Councils or the Supplier, including information relating to the businesses of UK SBS, the Research Councils 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 Customer and the Supplier for the supply of the Services, in accordance with these Conditions, any Special Conditions and the Order only.

Customer: the person(s) or firm(s) 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 issues 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, trade marks, 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 Customer's order for the Services, as set out in the Customer'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 Customer'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.

UK SBS: UK Shared Business Services Ltd (UK SBS) (formerly RCUK Shared Services Centre Ltd) (a limited company registered in England and Wales with company number 06330639).

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

Research Councils: the Arts and Humanities Research Council, the Biotechnology and Biological Sciences Research Council, the Engineering and Physical Sciences Research Council, the Economic and Social Research Council, the Medical Research Council, the Natural Environment Research Council, the Science and Technology Facilities Council, and any replacement or successor organisations to any of those bodies from time to time.

Services: the services, including without limitation any Deliverables, 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, including any related plans and drawings, that is supplied to the Supplier by the Customer, or produced by the Supplier and agreed in writing by the Customer.

Supplier or Suppliers: the parties to the contract as named in Section A (2).

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.

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 Customer, UK SBS is the agent of the Customer for the purpose of procurement and is authorised to negotiate and enter into contracts for the supply of services on behalf of the Customer. UK SBS will not itself be a party to, nor have any liability under, the Contract unless it is expressly specified as Customer in the Order.
- A2-2 These Conditions, 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 these Conditions, the Special Conditions (if any) and the Order (including any Specification), the Order (including any Specification) will prevail over the Special Conditions and the Special Conditions will prevail over these Conditions, in each case to the extent necessary to resolve that conflict or inconsistency.
- A2-4 The Order constitutes an offer by the Customer to purchase the Services in accordance with these Conditions (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 Customer 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 earlier of:
- A2-5-1 the Supplier issuing a written acceptance of the Order; and
- A2-5-2 the Supplier doing any act consistent with fulfilling the Order,

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 C2-3.

A3 Termination

A3-1 The Customer 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 Customer 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 Customer 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 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 Customer's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- A3-2-15 (being an individual) the Supplier dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 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, C2-3, 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 Customer all Deliverables and all work-in-progress whether or not then complete. If the Supplier fails to do so, then the Customer 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 Customer's election, destroy) all Customer 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 Customer's confidential information.

Termination

A3-6 The Customer may terminate the Contract by written notice to the Supplier in any of the following circumstances:

A3-6-1 Where it considers that the Contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with Regulation 72(9) of the Public Contracts Regulations 2015 ("PCR 2015");

A3-6-2 Where it considers that the Supplier has at the time of the award of the Contract been in one of the situations referred to in Regulation 57(1) of the PCR 2015, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure;

A3-6-3 Where the Contract should not have been awarded to the Supplier in view of a serious infringement of the obligations under the EU Treaties and Directive 2014/24/EU of the European Parliament and of the Council that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU;

A3-6-4 Where the European Commission sends a reasoned opinion to the United Kingdom or brings the matter before the Court of Justice of the European Union under Article 258 of the TFEU alleging that the Contract should not have been awarded to the Supplier in view of a serious infringement of the obligations under the Treaties and Directive 2014/24/EU of the European Parliament and of the Council; or

A3-6-5 Where a third party starts court proceedings against The Customer seeking a declaration that the Contract is ineffective or should be shortened under Regulations 98 to 101 of the PCR 2015, which The Customer considers have a reasonable prospect of success.

Such termination shall be effective immediately or at such later date as is specified in the notice. The Customer shall not incur any liability to the Supplier by reason of such termination and shall not be required to pay any costs, losses or damage to the Supplier. Termination under this clause shall be without prejudice to any other rights of The Customer.

A3-7 The Customer shall at any time have the right for convenience to terminate the Contract or reduce the quantity of Services or Goods to be provided by the Supplier in each case by giving to the Supplier reasonable written notice. During the period of notice the Customer may direct the Supplier to perform all or any of the work under the Contract. Where the Customer 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.

SECTION B

B1 Supply of Services

B1-1 The Supplier shall from the date set out in the Order and until the end date specified in the Order provide the Services to the Customer 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 or notified to the Supplier by the Customer.

B1-3 In providing the Services, the Supplier shall:

B1-3-1 co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;

B1-3-2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade.

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 Order, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Customer;

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 goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, 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 Customer's premises; and

B1-3-9 not do or omit to do anything which may cause the Customer 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 Customer may rely or act on the Services.

B1-4 The Customer's rights under the Contract are without prejudice to and in addition to the statutory terms implied in favour of the Customer under the Supply of Goods and Services Act 1982 and any other applicable legislation.

B1-5 Without prejudice to the Customer's statutory rights, the Customer will not be deemed to have accepted any Deliverables until the Customer has had at least 14 Working Days after delivery to inspect them and the Customer 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 Customer permits any employees or representatives of the Supplier to have access to any of the Customer's premises, the Supplier will ensure that, whilst on the Customer'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 Customer policy, regulation, code of practice or instruction relating to health and safety, security, the environment or access to and use of any Customer laboratory, facility or equipment which is brought to their attention or given to them whilst they are on Customer premises by any employee or representative of the Customer.

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 UK SBS or the Customer pursuant to TUPE.

B2 Customer remedies

B2-1 If the Supplier fails to perform the Services by the applicable dates, the Customer 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 UK SBS or the Customer in obtaining substitute services from a third party;

B2-1-4 where the Customer 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 Customer 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 Customer's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

B3 Customer's obligations

B3-1 The Customer shall:

B3-1-1 provide the Supplier with reasonable access at reasonable times to the Customer'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 Customer 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 Customer, 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 Customer 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 Customer;
- 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 Customer upon request; and
- B4-2-5 the Supplier will invoice the Customer 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 Customer 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 Customer provided that the Customer'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 UK SBS's expenses policy from time to time in force.
- B4-4 The Supplier shall invoice the Customer on completion of the Services. Each invoice shall include such supporting information required by the Customer 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 Customer 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 Customer agrees in writing to another payment method.
- B4-6 All amounts payable by the Customer 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 Customer, the Customer 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 Customer 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 Customer in order to justify withholding payment of any such amount in whole or in part. The Customer 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.

B4-10 Payment to other parties

The Supplier shall ensure, pursuant to Regulation 113(2)(c) of the Public Contracts Regulations 2015, that any subcontract awarded by the Supplier contains suitable provisions to impose, as between the parties to the subcontract, requirements that :

B4-10-1 any payment due from the Supplier to the subcontract or under the subcontract is to be made no later than the end of a period of 30 days from the date on which the relevant invoice is regarded as valid and undisputed;

B4-10-2 any invoices for payment submitted by the subcontract or are considered and verified by the Supplier in a timely fashion and that undue delay in doing so is not to be sufficient justification for failing to regard an invoice as valid and undisputed;
; and

B4-10-3 any subcontract or will include, in any subcontract which it in turn awards, suitable provisions to impose, as between the parties to that subcontract, requirements to the same effect as those imposed in paragraphs B4-10-1, B4-10-2 and B4-10-3 of this Clause B4-10, subject to suitable amendment to reflect the identities of the relevant parties.

B5 Customer 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 UK SBS and the Customer to the Supplier (**Customer Materials**) and all rights in the Customer Materials are and shall remain at all times the exclusive property of the Customer. The Supplier shall keep the Customer Materials in safe custody at its own risk, maintain them in good condition until returned to the Customer, 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 the Customer's written instructions or authorisation.

B6 Intellectual property rights

- B6-1 In respect of any goods that are transferred to the Customer 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 Customer, it will have full and unrestricted rights to transfer all such items to the Customer.

- B6-2 Save as otherwise provided in the Special Conditions, the Supplier assigns to the Customer, 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 Customer 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 UK SBS or the Customer's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Customer may from time to time require for the purpose of securing for the Customer the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Customer in accordance with clause B6-2.

B7 Indemnity

- B7-1 The Supplier shall indemnify, and shall keep indemnified, UK SBS and the Customer 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 UK SBS and the Customer as a result of or in connection with:
- B7-1-1 any claim made against UK SBS or the Customer 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 UK SBS or the Customer 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, with a reputable insurance company, professional indemnity insurance, employer liability insurance, product liability and public liability insurance to cover such heads of liability as may arise under or in connection with the Contract, and shall, on UK SBS or the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

B9 Liability

B9-1 In this clause B9, a reference to UK SBS's or the Customer's liability for something is a reference to any liability whatsoever which UK SBS or the Customer 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 UK SBS's or the Customer's negligence or from negligence for which UK SBS or the Customer would otherwise be liable.

B9-2 Neither UK SBS nor the Customer is in breach of the Contract, and neither UK SBS nor the Customer have 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 UK SBS nor the Customer 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 Customer'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, UK SBS and the Customer'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 UK SBS's, the Customer's 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 (**Receiving Party**) shall keep in strict confidence all Confidential Information which has been disclosed to, or otherwise obtained by, the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors. The Receiving Party shall restrict disclosure of such Confidential Information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause C1 shall survive termination or expiry of the Contract

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. UK SBS and the Customer 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 Customer and / or UK SBS 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, UK SBS or the Customer may terminate this Contract immediately by giving written notice to the Supplier

C4 Corruption

C4-1 UK SBS or the Customer 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 UK SBS, the Customer 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 UK SBS or the Customer 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 UK SBS, the Customer 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 UK SBS or the Customer 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 UK SBS's or the Customer's costs in finding a replacement supplier;

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

C4-2-3 any loss suffered by UK SBS or the Customer as a result of a delay in its receipt of the Goods.

C5 Data protection

C5-1 The Supplier shall comply at all times with all data protection legislation applicable in the UK from time to time.

C6 Freedom of information

C6-1 The Supplier acknowledges that UK SBS and the Customer may be subject to the requirements of FOIA and EIR and shall assist and co-operate with UK SBS or the Customer 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 UK SBS or the Customer to enable UK SBS or the Customer to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of EIR.

C6-2-1 provide all necessary assistance as reasonably requested by UK SBS or the Customer to enable UK SBS or the Customer 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 UK SBS or the Customer 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 UK SBS or the Customer.

C6-4 The Supplier acknowledges that UK SBS or the Customer 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 UK SBS or the Customer 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 UK SBS and the Customer 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 Customer 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 Customer 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 Customer 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 Customer 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 the Customer's prior written consent.

C7-3-3 Sub-Contractors

The Customer may (without cost to or liability of (UK SBS)) require the Supplier to replace any subcontract or where in the reasonable opinion of the Customer any mandatory or discretionary grounds for exclusion referred to in Regulation 57 of the Public Contracts Regulations 2015 apply to the subcontractors.

C7-4 Further assurance.

C7-4-1 The Supplier will promptly at either UK SBS's or the Customer's request do (or procure to be done) all such further acts and things, including the execution of all such other documents, as either UK SBS or the Customer may from time to time require for the purpose of securing for the Customer the full benefit of the Contract, including ensuring that all title in the Goods is transferred absolutely to the Customer.

C7-5 Publicity

C7-5-1 The Supplier shall not make any press announcements or publicise this Contract in any way without UK SBS or the Customer's prior written consent.

C7-5-2 UK SBS or the Customer shall be entitled to publicise this Contract in accordance with any legal obligation upon UK SBS or the Customer, 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 UK SBS or the Customer or bring UK SBS or the Customer 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 Customer: **IT Category Manager**; Address: **Polaris House, North Star Avenue, Swindon, Wiltshire SN2 1FF**; Email: **ictprocurement@uksbs.co.uk** (and a copy of such notice or communication shall be sent to: 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 C-7-6-1; 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 Customer. In such cases, UK SBS may give or receive any notice under the Contract on behalf of the Customer and any notice given or received by UK SBS will be deemed to have been given or received by the Customer.

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 Head of Legal of FAO Head of Legal, Digital Science, 4 Crinan Street, London, N1 9XW, UK (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 Digital Science & Research Solution, Inc (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 UK SBS or the Customer. Nothing in the Contract creates any agency between the Supplier and either UK SBS or the Customer.

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 or on behalf of the Customer 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 Customer 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 Customer is committed to ensuring that its supply chain complies with the above Act. The Supplier shall provide such assurances, on the anniversary of the

commencement date or completion of the Contract, if less than 12 months.

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.

C7-13-2-1 Impact assessments undertaken

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

C7-13-2-3 Evidence of stakeholder engagement

C7-13-2-4 Evidence of ongoing awareness training

C7-13-2-5 Business-level grievance mechanisms in place to address modern slavery

C7-13-2-6 Actions taken to embed respect for human rights and zero tolerance of modern slavery throughout the organisation

C7-13-3 The Customer 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 Customer in doing so. Any financial burden incurred by the Supplier in doing so shall not be reimbursable.

C7-14 Changes in costs resulting from changes to Government Legislation, Levies or Statutory Payments

The Customer 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 Goods 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 Customer, relevant and proportionate to the value concerned.

C7-15 Taxation obligations of the Supplier

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

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. If UK SBS or the Customer has to pay any such tax then the Supplier will pay back to UK SBS or the Customer in full, any money that UK SBS or the Customer has to pay, and they will also pay back UK SBS or the Customer for any fine or other punishment imposed on UK SBS or the Customer because the tax or national insurance was not paid by the Supplier

Schedule 1 Special Conditions

Not Applicable

Schedule 2 Pro forma purchase order form

To Follow

Schedule 3 Services

Parties

(1) **Arts and Humanities Research Council (AHRC)** of Polaris House, North Star Avenue, Swindon SN2 1ET (**the Customer**).

(2) **Digital Science & Research Solutions, Inc** , a company incorporated and registered in United States with company number 27-4165481 and registered VAT number is EU826022721 whose registered address and trading address is One Canal Park, Suite 1a, Cambridge, MA, 02141, USA (**the Supplier**)

1. Duration of contract

1.1 This contract shall commence on the 25th April 2017 and shall expire on the 24th April 2018.

2. Specification

Aim:

Horizon scanning and landscape mapping are critical activities in understanding how best to target funding opportunities or otherwise help to lead and influence the arts and humanities research sphere. New tools, techniques and business models have enabled funders to better understand the context in which research communities' work and coexist. In order to maintain our leading position, better access to intelligence along with the tools to make sense of this information are critical. One of the best ways of achieving this is by ensuring we have knowledge and understanding about the state of the research landscape beyond that which we fund ourselves.

Objective:

Through this tender, we expect to find an organisation who:

- Can give us access to a minimum of 200 other funders funded information
- The ability to refresh and cleanse the data held.
- The ability to upload and store large documents of unstructured data for analysis.
- De-duplicates and maps the information across their network of funders, ensuring that our analysis is more comprehensive
- Allows us to upload and amalgamate our private information on funding with our public portfolio. This private data is to be treated as confidential and is not to be shared with any other party.
- Can take a direct feed from our internal systems, so that we do not have to upload our ongoing information continually
- Offers web-based analytical tools which they maintain and gives us access to these included in our subscription
- Allows us to upload unstructured information, for analytical purposes
- Can offer user friendly front-end dashboards to non-specialists

- Can offer us the flexibility to add taxonomies, queries or views that we can create and share throughout the organisation
- Offer the service to a minimum of 30 users, however we may require access for additional users in the future.
- The analytical tool will allow us to cut the information in a variety of ways, including but not limited to; by discipline, sector, region, topic, funder, etc
- We expect that the spread of sectors, industries and disciplines will include but not be limited to arts and humanities data:

Background:

Access to other funders' data will allow us to understand not only the context in which we are operating, but also the opportunities and overlaps in the funding landscape. We will reduce the risk of duplicating funding opportunities across funders, increase the opportunity to collaborate with other funders on shared aims where appropriate or otherwise identify opportunities for engagement that would otherwise be lost. It is anticipated that this information will also inform global AHRC strategy and policy as well as localised disciplinary strategies and engagement tactics.

Scope:

Included in this specification is:

- access to funders information
- access to cloud space
- ability to upload private information from AHRC. This private data is to be treated as confidential and is not to be shared with any other party.
- access to an online analytical tool from the provider

what is not included:

- specific software to enable analytical capability
- visualisation tools (unless already included in the above)

Requirements:

- Access to a minimum of 200 other funders funded information
- The ability to refresh and cleanse the data held.
- The ability to upload and store large documents of unstructured data for analysis.
- The ability to utilise recognised classifications within the tool.
- The ability to add our own classifications in order to cut through the data as relevant to our needs
- Ability to upload and amalgamate additional information, e.g. our private data. This private data is to be treated as confidential and is not to be shared with any other party. policy papers, reports, etc with the public portfolio

- The subscription is implemented in such a way that it takes a direct feed from our database, so that we do not have to manually upload our information on an ongoing basis
- The subscription to include cloud space for our privately held information and the ability for us to organise this information – i.e. tag, classify, or file it as is appropriate to our needs
- The subscriber should de-duplicate and map our information with that of their other funders' information, ensuring that our analysis is more accurate and can be 'read across' all the funders in their network
- Access to web-based analytical tools which are maintained and updated/upgraded regularly, to be included with our subscription
- Offer the service to a minimum of 30 users
- Offer user friendly front-end dashboards to non-specialists
- Offer us the flexibility to add taxonomies, queries and dashboards or views that we can create and share throughout the organisation
- That the spread of funders covers a range of sectors, industries, disciplines, etc including but not limited to arts and humanities data.

Timetable:

Once tender is complete, access to and implementation of our subscription to commence within the 2016/17 FY.

3. Supplier's proposal

The Supplier shall undertake the requirement in alignment with their bid submitted for IT17040 Analytical Subscription Service. Detailed below for reference.

AW6.2 Please demonstrate how you have the capability to consistently meet the minimum requirement of 200 funders worldwide covered within your proposed subscription. Please also demonstrate how your system will provide access to the required spread of sectors, industries and disciplines.

The Dimensions database presently contains funded research project data from 281 funders of research, from countries including United States, United Kingdom, Ireland, Canada, Australia, New Zealand, Hong Kong, China, Japan, Russia, France, Germany, Sweden, Denmark, Norway, Switzerland, Brazil, Belgium, Czech Republic, Portugal and many others, and this number of funders should be considered to be a minimum, as more funding sources are added every month. All sectors and disciplines in research are included in the Dimensions database, including STEM subjects, arts and humanities, philosophy, economics and others, and the organizations carrying out this research range from Universities and research institutions to private companies as well as not-for-profit organisations and others. For example, the database includes 16,000 projects on applied economics, 21,000 on historical studies, 20,000 on plant biology, and 20,000 on pure mathematics, to name a few specific areas from diverse fields. The only requirement for the incoming data is that it represents funding for research, and not for infrastructure or operations. If this criterium is met, the field/discipline of the work and the organisation carrying out the research are non-discriminatory, and therefore all possible disciplines and organisations are included.

AW6.3 Please detail how you refresh and cleanse data held within your system. Please provide information on how you maintain the data and ensure it is refreshed with new information from the funders' portfolios.

Each and every funding source in the Dimensions database is monitored for changes on a monthly basis. If the data included from a source has changed since the last monthly check, then all data from this source is pulled in, cleansed and disambiguated, and then used to integrate into the database. All data is taken from updated sources, and used to overwrite the previous data held from that source in the system - it is not just a matter of identifying the new data, and then just incorporating this by adding it to the database. This is done because it allows not only for the addition of new data, but also changes to historical data, i.e. if a project which was already present in the Dimensions database has a change in title, this change will then also be updated in Dimensions with the monthly data integration (this would not occur if only the new projects were added to Dimensions). This process means that currency of information can be ensured as well as data quantity, and all records found in the Dimensions database will be a faithful representation of the data presently made available by the funder. Data that is taken in from a source goes through data quality checks and disambiguation, as well as being formatted to the Dimensions data model. Projects may need to be de-duplicated and consistency checked for, as well as organisations and researchers disambiguated to other records in the database. Organisational disambiguation is carried out using the openly available GRID identifier system (grid.ac), and person disambiguation through internally developed protocols which are continually improving.

AW6.4 Please outline your implementation plan and how you will ensure our data is ready and compliant / fit for use within your systems and structures.

Please detail:

- The anticipated timescales for this
- The level of engagement required from AHRC in order to meet your proposed implementation plan.
- The available options for automated data extraction from our systems.
- How you will ensure our data is mapped to other funders' data so that it reads across and we can contextualise how to interpret it.
- How you will process the data in order to ensure that it is ready for analysis in high-level detail (e.g. how often, deduping, etc)

As a general overview, the implementation would proceed as follows. The first step would be agreement with AHRC on the data exchange process, before then setting up of the hardware and software routines with Amazon Web Services (AWS). Once this infrastructure is in place, the creation of a data export file will be carried out, and the system will be tested using this export file on a staging system. This constructed scheme and workflow will then be reviewed by both parties, and amendments made where required. The system will then be retested after any changes, and AHRC will be asked to sign their agreement that the system is ready for release, at which point the tool will be live, and AHRC users may begin to use it.

Setting up a Private Instance is a joint effort, requiring cooperation between Digital Science and AHRC on technical implementation. Technical setup can be completed in 1-2 weeks, with the whole implementation requiring a maximum of 3 months before full functionality. The exact length of time required will depend much more on the availability of AHRC staff for

technical conversation with Digital Science, than on the technical work itself. These estimates are given based on previous experience from very similar projects.

Engagement from AHRC will be a key aspect of implementation and associated timescale, as mentioned. Decisions on data content will also need to be made by AHRC, and the preparation of the AHRC data and implementation of an update routine can only be carried out by AHRC, with Digital Science providing support with data models and advice to inform AHRC on possible options. This includes, for example, which data records to include into the Private Instance, and which metadata elements to include for searching and filtering (e.g. status of grant application), since the metadata elements are implemented automatically as filtering options in the Private Instance.

In terms of data extraction/transfer, our preferred option is for AHRC to generate an export file saved to a secure area, produced via an export routine from an internal data source, and containing all data required for inclusion in the Private Instance (although other options may be discussed). This export file would then be imported into the private Instance on a nightly basis, and would contain the right data in the right format, including any data manipulations as required. This means control and responsibility for the correct data appearing in the Private Instance remains with AHRC, including control of data update frequency, as we will pick up the data every night and replace (overwrite) the old data. This system has been successfully implemented in a number of UK installations. Data in the Private Instance is only AHRC internal data, however Dimensions also holds awarded data from 281 other funders, including the publicly awarded data from AHRC, and this data is pulled into the Private Instance via a web service. In each case the same fields are requested from each funder - such as Title, Abstract, start date, end date, amount awarded etc. - providing a uniformed view. In addition, all funder data is disambiguated by organisation and researcher. Grants data in Dimensions is refreshed every month, with approximately 2-3 new funders also added every month. Once a funder is included in Dimensions routines are put in place to cleanse the data every time it is refreshed. Data and data quality in the private instance would be under the full and exclusive control of AHRC: with each new import the entire dataset from AHRC would be replaced with the new file so that AHRC will always see the newest data (and the related data quality) in the Private instance. As mentioned above, part of the implementation process will be Digital Science guiding AHRC on decisions of the data model, and this will then ensure comparability between data in the Private Instance and data pulled in from the Dimensions database through web service.

AW6.5 Please describe the process we would need to follow in order to upload and store large documents of unstructured data for analysis.

- **Please provide details of the algorithms you have developed in order to classify or analyse this information**
- **Please provide details of how we would contextualise unstructured data alongside our and other funders' portfolios**

As mentioned above, our preferred mode of data upload is for AHRC to generate an export file from an internal data source, with a data model agreed during implementation, and to save this to a provided secure area. This file will contain all data required for inclusion in the Private Instance, and will be uploaded into the system nightly. This data will then appear the next day into the Private Instance, where it can be visualised in the same environment as the data contained in the Dimensions funding database. Contextualisation of unstructured data from the AHRC Private Instance alongside funder data within the Dimensions database (281 funders, including public funding data from AHRC) will be possible through the use of three integrated classification systems, as well as any other categorisations created by AHRC using the category creation tool included in Dimensions.

The integrated classification systems are based on internationally recognised systems for categorising research - Fields of Research (FOR, from Australia and New Zealand), Research Condition and Disease Classification system (RCDC, used by the National Institutes of Health in the USA) and Health Research Classification System (HRCS, used primarily in the UK). Each of these systems contains sets of categories defined by algorithms developed through machine learning with guidance and feedback from human experts in each system, using thousands of documents with which to train the algorithm. This therefore applies a standardised form with which all of the unstructured data (private and public) can be searched and filtered in a consistent way, providing contextual information when comparing the private AHRC data to the Dimensions funding database. Basic keyword search will of course also be possible across both Private Instance and Dimensions database sources, allowing for direct comparison on this basis also.

AW6.6 Please describe your analytical tools and how it will meet our requirement.

- **How we can add our own classifications in order to cut through the data as relevant to our needs.**
- **How the tool enables us to cut the information in a variety of ways including but not limited to; by discipline, sector, region, topic, funder etc.**
- **How often you upgrade or add new functionality to the tool.**

Dimensions is a database and analysis tool designed for and used by funders of research to understand the world wide research funding landscape, and how they are placed within it, and therefore it is ideally suited for the horizon scanning and landscape mapping functions we understand are required by the AHRC. Dimensions includes the world's first global database of research funding, including millions of funded research projects from 281 funders around the world, updated regularly and growing constantly, enabling AHRC to explore, and gain understanding of, the research landscape beyond their own funding activities. It is designed so that all levels of search query or analysis are supported so that a user of any level of expertise can get the most out of the information contained, and basic visualisations of data are also contained. A subscription to Dimensions would give AHRC the right, via its employees, to access and use this tool and the data we make available (solely) for its own non-commercial, internal purposes.

A major aspect of the Dimensions tool is categories - classification systems for research, which can be used to navigate through the data. Alongside standard classification systems FOR, RCDC, and HRCS, detailed above), Dimensions allows for the creation of user Categories, which are self built classification codes, utilising sophisticated Boolean searches together with semantic algorithms. By creating many of these a whole taxonomy can be created, and shared with the whole organisation if desired, allowing one user to define the query, and for the rest of the organisation to benefit from using that to query the database and examine views resulting from it. As category creation is based on keywords, any conceivable category definition can be constructed and tailored to the exact needs of any long-term or ad hoc investigation or query desired. As with all categories in Dimensions, user-defined categories thread through all research and are applied to any and all applicable projects in the Dimensions database, allowing for these relevant projects to be immediately and easily identified, and sub-searches to be based upon them.

All funding data within the Dimensions database has the following fields - Title, Abstract, Funder, Funding Period, Funding amount, Researcher, Research Organization, City. Any of

these data elements or categories can therefore be used to filter or search the database, on their own or in combination. For example, any results list from a keyword search can instantly be filtered to only projects funded by a particular funder, and then displayed broken down by standard or user-created categories (as mentioned above). Any of these data attributes can also be used to begin a query - identifying, for example, all projects in the database that have been awarded to a single organization or organizations within a geographical area.

As Dimensions is a standardised tool made, no customisation or development would be carried out for AHRC, but new upgrades or functionalities are frequently added to Dimensions - aiming at a release every 8 weeks, and in response to feature requests and feedback from users of the tool. In the coming 6-12 months many feature improvements and new functionalities are planned, including the ability to export built-in visualizations, and improvements to the publication data content and integration/connectivity with the funding data source. Precise dates for these improvements cannot be given due to the nature of the work, and the balance required between this and standard improvements/fixes made to existing functions, which is a constantly ongoing process. Data updates are carried out monthly.

Standard restrictions would apply to any Dimensions subscription, such as that AHRC would not be permitted: to make available to or use for the benefit of any other person; attempt to bypass any measure used to prevent or restrict access to; or copy, reverse engineer or attempt to derive any source code from, any part of any tool or data we make available (as applicable).

AW6.7 Please demonstrate how we are able to upload and analyse our private data with the public / shared data. Please provide details of how we would upload data and how this data would stay private.

- **How is the data kept secure?**
- **Where is the data stored?**
- **Please detail your business continuity process for data breaches.**

Private Instance data is held separately from Public data, and becomes its own toggle button and can be selected as a data source just as Grants and Publications can in standard Dimensions. Searches through the data are operated simultaneously through both the public and private datasets, with the user then toggling between them to display the results from one set or another. The data transfer involves AHRC creating a data export file that contains the data they wish to transfer, which is then uploaded nightly. The AHRC data will be kept in a completely separated AWS instance of the Dimensions Private Instance, with no connections to other Dimensions environments. It would be an AHRC specific installation with it's own user administration which could also be secured via a AHRC VPN tunnel if required. In order to deliver the requested functionality we will use standard software components provided to all clients and no software code will be written in order to specifically fulfil the requirements of this contract.

Private Instances for Dimensions clients in Europe are currently hosted at Amazon Web Services (AWS), Frankfurt, Germany to be under the coverage and compliance with the data protection and data privacy regulations of the European Union. If in the future the political landscape requires that the Private Instances of UK clients are hosted in the UK, we will migrate the environment to AWS London, UK, without any impact for the client.

Digital Science ensures secure and closely managed processes when dealing with any and all data in a Private Instance. Prevention of data breaches is made through the the design of the technical architecture, regularly trained and specific staff involvement, and associated

legal documentation. Risk assessments are made with clients, and a response framework is in place which guarantees immediate escalation to executive management, a cross-functional crisis team headed by the CTO and including security, system administration and communications roles, as well as immediate communication with the client.

Commercial

3.1 The fixed cost of this requirement shall not exceed £49, 980.00 excluding VAT

3.2 The commercial breakdown is as per the following

SOURCING REFERENCE:	IT17040
SOURCING DOCUMENT TITLE:	Analytical Subscription Service
BIDDER NAME	Digital Science & Research Solutions, Inc.

All yellow fields must be completed. Evaluation will be based on the total cost in cell F17. Any prices not included in this price schedule shall be deemed as waived.

Description	Quantity	List Price	Discounted Price	Total Price	Notes & Comments
Service Implementation	1	£ -	£ -	£ -	Included in subscription costs
Analytical Subscription Service cost per user	30	£ 1,666.00	£ 1,666.00	£ 49,980.00	Assumes minimum of 30 users, as specified
Other Costs - Please detail breakdown in Notes & comments Section	1	£ -	£ -	£ -	None
TOTAL				£ 49,980.00	

All prices are firm and fixed.
All prices are exclusive of VAT

The below information is for information only however all prices provided shall be fixed and firm for the duration of the contract

Description	Quantity	List Price	Discounted Price	Total Price	Notes & Comments
Additional subscription users per additional user	1	£ -	£ -	£ -	Further users above 30 at no extra cost
Additional subscription users per additional 10 users	10	£ -	£ -	£ -	Further users above 30 at no extra cost

3.3 The payment breakdown as per the following:

Full payment upon delivery and acceptance, and following receipt of a correctly rendered invoice.

for and on behalf of Digital Science &
Research Solutions, Inc.

Signed



.....
Stephen A Leicht

Name

.....
President

Position

.....
April 24, 2017

Date

for and on behalf of Arts & Humanities
Research Council

Signed



.....
Sarah Palmer

Name

.....
Category Manager

Position

.....
26/4/17

Date

THIS IS THE LAST PAGE OF THESE TERMS & CONDITIONS