

**Research Agreement re:
Research and engagement with victims and survivors in Nottinghamshire with lived
experience of violence against women and girls**

between

[DN: insert name of Researcher]

and

The Police and Crime Commissioner for Nottinghamshire

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between the following parties (each a 'party' and together the 'parties'):

PARTIES

- (1) [DN: insert name and address of Researcher appointed] (the "Researcher"); and
- (2) The Police and Crime Commissioner for Nottinghamshire whose principal place of business is at Sherwood Lodge, Arnold, Nottingham, NG5 8PP (the "Customer").

BACKGROUND

- A Researcher is [DN: complete, for example, "a higher education corporation with the capability to conduct research in a variety of sectors including policing."].
- B The Customer wishes to engage the Researcher to carry out the Research (as defined below) and the Researcher wishes to conduct the same on the terms of this Agreement.

THE PARTIES AGREE:

1 Definitions and interpretation

- 1.1 Words shall have the meanings given to them in this Agreement, including without limitation as set out below.

Agreement means this document, including its clauses and Schedules, as amended from time to time in accordance with clause 24.7;

Breach of Security means the occurrence of unlawful or unauthorised access to or unauthorised use of Force Premises, Researcher Premises, the Research or any information communications technology or data (including Police Data) used by the Customer or the Researcher in connection with this Agreement;

Bribery Laws means the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption;

Commencement Date means [] December 2022 [TBC];

Confidential Information means any and all confidential information, (whether in oral, written or electronic form) including technical or other information imparted in confidence or disclosed by one party to the other or otherwise obtained by one party relating to the other's business, operations, finance or technology, know-how, Intellectual Property Rights, assets, strategy, products and customers, including without limitation information relating to manufacturing or other processes, management, financial, marketing, technical and other arrangements or operations of any associate, person, firm or organisation associated with that party;

Contracting Authority means any contracting authority as defined in Regulation 2(1) of the Public Contracts Regulations 2015 (other than the Customer);

Customer Materials means any know-how, data, drawings, diagrams, documentation, designs, calculations, algorithms, methods, samples, software, policies, photos, graphics, logos,

typographical arrangements and all other materials or information created or supplied in any format from time to time by the Customer to the Researcher;

Crown Body

means any department, office or agency of the Crown;

Data Protection Law

means the Data Protection Act 2018, the UK GDPR, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699) and all applicable laws relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;

DBS

means the Disclosure and Barring Service;

EIR

means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Crown Body or Regulatory Body in relation to such regulations;

Fees

means the Fees and other amounts payable as set out in Schedule 2;

FOIA

means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Crown Body or Regulatory Body in relation to such legislation;

Force Premises

means premises owned, controlled or occupied by the Customer and made available for use by the Researcher or its sub-contractors for the provision of the Research on the terms set out in this Agreement or any separate agreement or licence;

Good Industry Practice

means the exercise of that degree of care, diligence and skill which would reasonably and ordinarily be expected from a skilled, professional and experienced person engaged in the same type of undertaking under the same or similar circumstances;

Information

has the meaning given under section 84 of the FOIA;

Intellectual Property Rights

means any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, utility models, domain names and all similar rights and, in each case:

- (a) whether registered or not,
- (b) including any applications to protect or

register such rights,

- (c) including all renewals and extensions of such rights or applications,
- (d) whether vested, contingent or future; and
- (e) wherever existing;

Police Data

means any data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which:

- (a) is provided to the Researcher by or on behalf of the Customer in connection with this Agreement; or
- (b) the Researcher is required to generate, process, store or transmit for or on behalf of the Customer pursuant to this Agreement;

Regulatory Body

means any government department or regulatory, statutory or other entity, committee or body which, whether under statute, rules, regulations, codes of practice or otherwise, is entitled to regulate, investigate or influence the matters dealt with in this Agreement or any other affairs of the Customer;

Relevant Staff

means any and all personnel who are (or are to be) engaged by Researcher (or its sub-contractors) to interview or engage with children or vulnerable adults as part of the Research;

Request for Information

means a request for information or an apparent request for information under the Code of Practice on Access to Government Information, the FOIA or the EIR in relation to this Agreement and/or the Research;

Research

means the research relating to research and engagement with victims and survivors in Nottinghamshire with lived experience of violence against women and girls set out in Schedule 1;

Research Materials

means the output of any Research including any know-how, data, drawings, diagrams, documentation, designs, calculations, algorithms, methods, samples, software, policies, photos, graphics, logos, typographical arrangements and any and all materials created by the Researcher in connection with the Research (including any specified in Schedule 1);

Researcher Premises

means any premises from which the Research are provided or from which the Researcher manages, organises or otherwise directs the

	provision or the use of the Research;
Serious Incident	means an event where the actions of the Researcher, the Researcher's personnel or sub-contractors (or the sub-contractor's personnel) or the Customer are likely to be of significant public concern or where the consequences to service users, families and carers, staff, volunteers or organisations are so significant, or the potential for learning is so great, that they warrant using additional resources to mount a comprehensive response, including incidents that extend beyond those which affect service users directly and include incidents which may indirectly impact service user safety or an organisation's ability to deliver services;
UK GDPR	means the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time);
VAT	means United Kingdom value added tax and any other tax imposed in substitution for it; and
Victim	means any victim of crime as defined in the Code of Practice for Victims of Crime (October 2015).

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- 1.2.1 the singular includes the plural and vice versa;
- 1.2.2 references to clauses or Schedules are to clauses or Schedules of this Agreement, and references to paragraphs are to paragraphs in a Schedule;
- 1.2.3 references to persons include individuals, trusts, partnerships, unincorporated bodies, government entities, companies and/or corporations (in each case whether or not having separate legal personality);
- 1.2.4 'including' (or similar words) means including without limitation;
- 1.2.5 clause headings do not affect their interpretation; and
- 1.2.6 references to legislation (including any subsidiary legislation) include any modification or re-enactment thereof.

2 Duration

- 2.1 This Agreement shall be deemed to have come into effect on the Commencement Date and shall continue thereafter, unless terminated earlier by either party in accordance with clause 8, until 28th February 2023 at which point it will automatically expire.

3 Engagement

- 3.1 The Customer engages the Researcher and the Researcher agrees to carry out the Research in accordance with this Agreement.
- 3.2 The parties agree to the licensing of rights to use the respective materials as set out in Schedule 2.
- 3.3 Each of the Researcher and the Customer shall comply with their respective designated

responsibilities specified in this Agreement (including each relevant Schedule).

- 3.4 The Researcher shall:
- 3.4.1 conduct the Research;
 - 3.4.2 use the Customer Materials only in relation to the Research and as specified in Schedule 1;
 - 3.4.3 deliver to the Customer the Research Materials as set out in Schedule 1;
 - 3.4.4 meet any performance dates for the Research specified in Schedule 1 (or otherwise agreed between the parties);
 - 3.4.5 cooperate with the Customer in all matters relating to the Research and comply with all reasonable instructions from the Customer;
 - 3.4.6 use personnel who are suitably skilled and experienced to perform tasks assigned to them and in sufficient number to ensure that the Researcher's obligations are fulfilled in accordance with this Agreement;
 - 3.4.7 ensure that the Research and the Research Materials conform with all descriptions and specifications set out or referred to in Schedule 1;
 - 3.4.8 not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its operations;
 - 3.4.9 at the reasonable request of the Customer, immediately (and without any compensation being payable by the Customer) remove or replace any of its personnel from the performance of the Research provided that any replacement is of equivalent status, knowledge and experience as the personnel removed and is approved by the Customer;
 - 3.4.10 have and maintain all licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under this Agreement; and
 - 3.4.11 immediately notify the Customer of any:
 - (a) delay or likely delay in the performance or completion of the Research;
 - (b) breach or anticipated breach of its obligations in this Agreement; and/or
 - (c) changes in its organisation or method of doing business, which might affect the performance of its duties under this Agreement.
- 3.5 The Customer shall provide to the Researcher the Customer Materials and such documentation that the Researcher may reasonably require to carry out the Research.
- 3.6 The Researcher shall put in place procedures to monitor and track performance, benefits and progress of the Research and shall provide to the Customer a report in accordance with the timescales set out in Schedule 1 detailing for the period specified in Schedule 1:
- 3.6.1 actual spend and committed spend against agreed budgets for the Research; and
 - 3.6.2 progress against critical success factors in achieving the outcomes and targets (as detailed in Schedule 1) and highlight how value for money is being achieved.

4 Fees, taxes and interest

- 4.1 The Customer shall pay the Researcher the Fees as set out in Schedule 2.
- 4.2 All amounts due under this Agreement are exclusive of VAT, sales or other tax applicable which shall be paid in addition by the Customer at the rate and in the manner for the time being prescribed by law provided the Customer receives a valid VAT invoice.
- 4.3 Where sums due are not paid in full by the due date, the Researcher may charge interest on such sums at the statutory rate specified by the Late Payment of Commercial Debts (Interest) Act 1998.
- 4.4 Interest will apply from the due date for payment until actual payment in full, whether before or after judgment.

- 4.5 The Customer shall consider and verify any invoices submitted for payment by the Researcher in a timely fashion and, subject to clause 4.6, the Customer acknowledges and agrees that any undue delay by it in considering or verifying any invoices pursuant to this clause 4.5 shall not be sufficient justification for regarding an invoice as invalid and/or disputed.
- 4.6 If the Customer receives an invoice which it reasonably believes includes a sum which is not valid and properly due or any other inaccuracy which renders the invoice invalid (a “disputed invoice”):
- 4.6.1 the Customer shall notify the Researcher in writing as soon as reasonably practicable;
 - 4.6.2 the Customer’s failure to pay the disputed invoice shall not be deemed to be a breach of this Agreement;
 - 4.6.3 to the extent such element is readily identifiable, the Customer shall pay any element of the disputed invoice which is not in dispute by its due date;
 - 4.6.4 once the dispute has been resolved, where either party is required to make a balancing payment, it shall do so within 7 days and, where the Researcher is required to issue a credit note and/or fresh invoice, it shall do so within 7 days.
- 4.7 Payment of any invoice in full or in part shall be without prejudice to any claims or rights of the Customer against the Researcher in respect of the provision of the Research.

5 Limits on liability

- 5.1 Subject to the following clauses, in no event shall the aggregate liability of any party to the other (whether in contract, tort (including negligence) or otherwise) and in respect of all claims, losses and damages arising under or in connection with this Agreement exceed:
- 5.1.1 in respect of loss of or damage to property, £5,000,000 (five million pounds);
 - 5.1.2 in respect of any other claim (not covered by clause 5.1.1), £500,000 (five hundred thousand pounds).
- 5.2 The above limits on liability shall not apply in respect of the indemnity under clause 7.
- 5.3 Each party’s liability to the other in contract, tort (including negligence), misrepresentation (whether innocent or negligent), breach of statutory duty or otherwise arising out of or in connection with this Agreement shall not extend to any loss of profits, loss of business opportunity, loss of goodwill, loss of anticipated savings or any special, indirect or consequential loss or damage whatsoever.
- 5.4 The parties agree that the limitations on liability in this Agreement are reasonable given their respective commercial positions and ability to purchase relevant insurance in respect of risks under this Agreement.
- 5.5 Notwithstanding the above or other limitations and exclusions of liability set out in this Agreement, neither party excludes nor limits any liability to the other for:
- 5.5.1 personal injury (including sickness and death) to the extent that such injury results from the negligence or wilful default of a party or its employees; or
 - 5.5.2 fraud or fraudulent misrepresentation; or
 - 5.5.3 any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - 5.5.4 any other liability to the extent the same cannot be excluded or limited by law.

6 Warranties

- 6.1 Each party warrants and represents to the other that it has the right, power and authority to enter into this Agreement and to grant the rights (if any) contemplated herein.
- 6.2 The Researcher warrants and represents to the Customer that the Research will be undertaken:
- 6.2.1 by suitably qualified and competent personnel who shall exercise all due skill and care and all due diligence in the execution thereof;
 - 6.2.2 in a timely, reliable and professional manner;

- 6.2.3 in accordance with Good Industry Practice;
- 6.2.4 so as to conform with all statutory requirements and applicable regulations.

7 Intellectual Property Rights indemnity

- 7.1 The Researcher shall indemnify and keep indemnified and hold harmless the Customer from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Customer as a result of or in connection with any action, demand or claim that use or possession of any of the Research Materials, infringes the Intellectual Property Rights of any third party ("**Researcher IPR Claim**"), provided that the Researcher shall have no such liability if the Customer:
 - 7.1.1 does not notify the Researcher in writing setting out full details of any Researcher IPR Claim of which it has notice as soon as is reasonably possible;
 - 7.1.2 makes any admission of liability or agrees any settlement or compromise of the relevant Researcher IPR Claim without the prior written consent of the Researcher (which shall not be unreasonably withheld or delayed);
 - 7.1.3 does not let the Researcher at its request and own expense have the conduct of or settle all negotiations and litigation arising from Researcher IPR Claim; or
 - 7.1.4 does not, at the Researcher's request and own expense, give the Researcher all reasonable assistance in the circumstances described above.
- 7.2 If any Researcher IPR Claim is made or is reasonably likely to be made against the Customer, the Researcher shall promptly and at its own expense procure for the Customer the right to continue using and possessing the relevant Research Materials, provided that if, the Researcher having used its reasonable endeavours, it cannot do so on reasonable terms, the Researcher shall (without prejudice to the indemnity above) refund the Fees paid by the Customer in respect of the Research.

8 Termination

- 8.1 Either party may, without prejudice to its other rights and remedies, by notice in writing to the other party immediately terminate this Agreement if the other:
 - 8.1.1 is in material or persistent breach of any of its obligations under this Agreement and, if that breach is capable of remedy, the other has failed to remedy that breach within 14 days after receiving written notice requiring it to remedy that breach, or
 - 8.1.2 is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other or the other enters into or proposes any composition or arrangement with its creditors generally or any analogous event occurs in any applicable jurisdiction.
- 8.2 The Customer may, without prejudice to its other rights and remedies, by notice in writing to the Researcher immediately terminate this Agreement if the Researcher ceases (or threatens to cease) carrying on business in the United Kingdom or if the Researcher undergoes a change of control that is in the Customer's reasonable opinion likely to have an adverse effect on the Customer.
- 8.3 The Customer may terminate this Agreement at any time for any reason by giving to the Researcher not less than 30 days' notice in writing.
- 8.4 In the event of termination of this Agreement for any reason each party shall within 7 days return or destroy (at the other party's option) all the other party's Confidential Information in its possession or under its control and all copies of such information, including (in respect of the Researcher) the Customer Materials.

9 Entire agreement

This Agreement contains the whole agreement between the parties relating to its subject matter

and supersedes any prior agreements, representations or understandings between them unless expressly incorporated by reference in this Agreement. Each party acknowledges that it has not relied on, and shall have no remedy in respect of, any representation (whether innocent or negligent) made but not expressly embodied in this Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.

10 Force Majeure

- 10.1 If either party is delayed or prevented in the performance of any of its obligations under this Agreement by an event, circumstance or cause beyond its reasonable control which by its nature could not have been foreseen or, if foreseeable, was unavoidable (save any that merely increases the cost of performing such obligations and excluding any strikes, lock-outs or other industrial disputes involving its own workforce or that of any of its agents or sub-contractors), that party shall not be liable for such delay or non-performance and the time for performance of the affected obligation shall be extended by such period as is reasonable to enable that party, using all reasonable endeavours, to perform that obligation provided that the affected party notifies the other party of the relevant event as soon as reasonably practicable.
- 10.2 The Customer may, without liability to the Researcher, terminate this Agreement at any time if the Customer's operations are (or, in the Customer's reasonable opinion, could be) affected adversely as a result of the Researcher's inability to perform or delay in the performance of any of the Researcher's obligations under this Agreement whether as a result of any event as described in Clause 10.1 or due to any strike, lock-out or other labour disputes.

11 Anti-bribery

- 11.1 Each party shall comply with applicable Bribery Laws relating to prevention of bribery and corruption and each shall ensure that:
- 11.1.1 all of that party's personnel;
 - 11.1.2 all of that party's sub-contractors; and
 - 11.1.3 all others associated with that party,
- involved in performing services for or on behalf of that party or otherwise involved with this Agreement so comply.
- 11.2 Without limitation to the above clause:
- 11.2.1 neither party shall (directly or indirectly) offer or give or request, agree to receive or accept any bribe, other improper payment or advantage or bribe any UK or foreign public official in breach of applicable Bribery Laws; and
 - 11.2.2 each party shall implement, maintain and enforce adequate procedures designed to prevent persons associated with that party engaging in conduct which contravenes the Bribery Act 2010.
- 11.3 The expressions 'adequate procedures', 'associated with' and 'foreign public official' shall be construed in accordance with the Bribery Act 2010 and associated guidance published under that Act.

12 Equal Opportunities

- 12.1 The Researcher shall not unlawfully discriminate (either directly or indirectly) on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and, without prejudice to the generality of the foregoing, the Researcher shall not unlawfully discriminate within the meaning and scope of the Human Rights Act 1998, the Disability Discrimination Act 2005, the Equality Act 2010 or any other relevant legislation or regulation relating to discrimination in employment.
- 12.2 The Researcher shall take all reasonable steps to secure the observance of the provisions of clause 12.1 by all personnel engaged by it (or its sub-contractors) in the execution of this Agreement.

13 Environmental and Ethical Requirements

- 13.1 The Customer is committed to ensuring that workers employed or engaged in its supply chains throughout the world are treated fairly, humanely and equitably and to this end the Researcher

shall:

- 13.1.1 comply, and shall ensure that its sub-contractors comply, in relation to all workers employed or engaged by it directly or indirectly in connection with the performance of the Research, with the Modern Slavery Act 2015;
 - 13.1.2 ensure that any personnel engaged by it or its sub-contractors who work, or ordinarily work, in the UK are paid at least the national minimum wage in accordance with the National Minimum Wage Act 1998; and
 - 13.1.3 undertake the Research in line with recognised UK standards for social research such as the standards set by the market research society.
- 13.2 The Researcher shall perform its obligations under this Agreement in accordance with the spirit and objectives of the Customer's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

14 Safeguarding of Children and Vulnerable Adults

- 14.1 The Researcher warrants and represents to the Customer that it has undertaken all appropriate disclosure checks through the DBS and has no reason to believe that any Relevant Staff are barred from interviewing or engaging with children or vulnerable adults as part of providing the Research.
- 14.2 The Researcher shall:
- 14.2.1 ensure that all Relevant Staff are subject to a valid enhanced disclosure check undertaken through the DBS prior to interviewing or engaging with children or vulnerable adults as part of providing the Research;
 - 14.2.2 monitor the level and validity of the checks undertaken pursuant to clause 14.2.1 for all Relevant Staff;
 - 14.2.3 immediately refer to the DBS information about any person carrying out the Research in respect of whom it declines or withdraws permission to be involved in or to carry out the Research (or would have, if such person had not otherwise ceased to be involved in or carry out the Research) because, in its opinion, that person has harmed or poses a risk of harm to Victims, service users, children or vulnerable adults;
 - 14.2.4 not employ or use the services of any person (or any third party who employs or uses any person) who is barred from, or whose previous conduct or records indicate that present a risk to Victims, service users, children or vulnerable adults;
 - 14.2.5 have (and ensure that any third party supplier involved in the Research has) a procedure approved by the Customer for dealing with allegations or suspicions of abuse;
 - 14.2.6 ensure that all Relevant Staff are trained at induction (and receive regular (at least annual) refresher training) in the proactive prevention of abuse of children and adults, in the identification of relevant incidents and in following the reporting procedures;
 - 14.2.7 have in place (and ensure that any third party supplier involved in the Research has in place) a workforce development plan that includes appropriate competencies for all Relevant Staff in relation to safeguarding adults and children work;
 - 14.2.8 adhere (and ensure that any third party supplier involved in the Research adheres) to rigorous recruitment practices to deter those who actively seek vulnerable people to exploit or abuse;
 - 14.2.9 have robust systems in place so that all Relevant Staff are familiar with and follow its Safeguarding Vulnerable Groups policies and procedures;
 - 14.2.10 notify the Customer immediately of all instances of suspected abuse pertaining to the Research;
 - 14.2.11 maintain (and ensure that any third party supplier involved in the Research maintains) a proactive approach to prevent abuse;

- 14.2.12 address (and ensure that any third party supplier involved in the Research addresses) issues around bullying and have (and ensure that any third party supplier involved in the Research has) in place an anti-bullying policy which is linked to its safeguarding procedures as appropriate; and
- 14.2.13 ensure that all Relevant Staff and service users are made aware of the anti-bullying policy and that relevant training on that policy is given to all Relevant Staff and service users.
- 14.3 The Researcher shall immediately provide to the Customer any relevant information reasonably requested by the Customer to enable the Customer to be satisfied that the obligations of this clause 14 have been met.
- 14.4 The parties agree that a breach of this clause 14, or a failure by the Researcher to implement or follow its Safeguarding Vulnerable Groups policies and procedures, shall constitute a material breach of this Agreement entitling the Customer to terminate this Agreement pursuant to clause 8.1.1.
- 15 Serious Incidents**
- 15.1 The Researcher shall notify the Customer (by telephone followed up by email) of the occurrence of any Serious Incidents immediately on becoming aware of the Serious Incident.
- 15.2 The Researcher shall also notify Serious Incidents to any Regulatory Body as applicable in accordance with applicable law.
- 15.3 If the Researcher gives a notification to a Regulatory Body in accordance with clause 15.2 which directly or indirectly concerns any (actual or potential) service user involved in the Research, the Researcher must send a copy of it to the Customer within 7 days.
- 15.4 The parties shall comply with the arrangements (for reporting, investigating, implementing and sharing the lessons learned from Serious Incidents) that are agreed between the Researcher and the Customer in mobilisation.
- 15.5 Subject to applicable law, the Customer shall have complete discretion to use any information provided by the Researcher in accordance with this clause 15.
- 16 Police Data**
- 16.1 It is not anticipated that any Police Data shall be provided to the Researcher as part of the Research. However, if any Police Data comes into the possession of the Researcher, the Researcher shall:
- 16.1.1 not delete or remove any proprietary notices contained within or relating to Police Data;
- 16.1.2 not in any circumstances store, copy or disclose Police Data, without the Customer's express prior written authorisation;
- 16.1.3 not use Police Data except as necessary for the performance of its obligations under this Agreement or as otherwise expressly authorised in writing by the Customer; and
- 16.1.4 be responsible for preserving the integrity, security and confidentiality of Police Data in its possession or control, or which it uses, and for preventing corruption, unauthorised disclosure or loss of the same.
- 16.2 If at any time the Researcher suspects or has reason to suspect that Police Data has or may become disclosed in error, corrupted, lost or sufficiently degraded in any way for any reason, then it shall notify the Customer immediately.
- 17 Data Protection**
- 17.1 Each party shall comply with its obligations under Data Protection Law and shall not, by act or omission, put the other party in breach of, or jeopardise any registration under Data Protection Law.
- 17.2 At the time of signing this Agreement it is understood and agreed by the parties that no personal data is to be processed by either party on behalf of the other party under this Agreement, and nor is it the intention to enter into an agreement to exchange or to jointly hold personal data.
- 17.3 In the event that:

17.3.1 the parties agree that it is necessary to exchange or to jointly hold personal data for the purpose of fulfilling their obligations under this Agreement; or

17.3.2 either party proposes any change to the Research and/or to the way in which the Research is undertaken,

prior to sharing any personal data and/or implementing any change (as appropriate) the parties shall undertake (and the Researcher shall fully support) a Data Protection Impact Assessment (“DPIA”).

17.4 Following completion of the DPIA, if the Customer reasonably requests, the Researcher shall enter into a data processing contract with the Customer (“DPC”) on reasonable terms and the Researcher shall not process any personal data for or on behalf of the Customer (and the Customer shall not be obliged to share any personal data with the Researcher) unless and until such a DPC is put in place and signed by both parties.

18 Confidentiality

18.1 Except to the extent set out in this clause 18 or where disclosure is expressly permitted elsewhere in this Agreement, each party shall:

18.1.1 treat the other party's Confidential Information as confidential in accordance with Good Industry Practice;

18.1.2 not disclose the other party's Confidential Information to any other person without the other party's prior written consent; and

18.1.3 not use the other party's Confidential Information to procure or seek to procure commercial gain or advantage over either the other party or a third party or to help or assist others to procure a commercial advantage over the other party or a third party.

18.2 Clause 18.1 shall not apply to the extent that:

18.2.1 such disclosure is a requirement of law placed upon the party making the disclosure, including without limitation any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the EIR;

18.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the other party;

18.2.3 such information was obtained from a third party without obligation of confidentiality;

18.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or

18.2.5 it is independently developed without access to the other party's Confidential Information.

18.3 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA or EIR, the content of this Agreement is not Confidential Information. The Customer shall be responsible for determining in its absolute discretion whether any of the content of this Agreement is exempt from disclosure in accordance with the provisions of the FOIA or EIR.

18.4 Notwithstanding any other term of this Agreement, the Researcher hereby gives its consent for the Customer to publish this Agreement in its entirety, including from time to time agreed changes to this Agreement, to the general public.

18.5 Subject to clause 18.6, the Researcher may only disclose the Customer's Confidential Information to its personnel directly involved in the provision of the Research and who need to know the information, and shall ensure that such personnel are aware of and comply with these obligations as to confidentiality.

18.6 The Researcher shall not disclose the Customer's Confidential Information to any sub-contractor without the prior written consent of the Customer.

18.7 The Researcher shall not (and shall procure that its (and its sub-contractor's) personnel do not) use the Customer's Confidential Information otherwise than for the purposes of this Agreement.

18.8 Either party may disclose the other party's Confidential Information to its legal advisors to the

extent necessary for the purpose of providing advice regarding or relating to this Agreement and/or the Research.

- 18.9 Nothing in this Agreement shall prevent the Customer from disclosing the Researcher's Confidential Information:
- 18.9.1 to any Crown Body or other Contracting Authority, and all Crown Bodies or Contracting Authorities receiving the Researcher's Confidential Information shall be entitled to further disclose the Researcher's Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Authority;
 - 18.9.2 to any consultant, contractor or other person engaged by the Customer or any person conducting a Home Office or Cabinet Office review; or
 - 18.9.3 for the purpose of the examination and certification of the Customer's accounts.
- 18.10 The Customer shall use all reasonable endeavours to ensure that any Regulatory Body, Crown Body, Contracting Authority, employee, third party or sub-contractor to whom the Researcher's Confidential Information is disclosed pursuant to clause 18.9 is made aware of the Customer's obligations of confidentiality.
- 18.11 Nothing in this clause 18 shall prevent either party from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 18.12 This clause 18 shall survive termination of this Agreement and shall continue in full force and effect.

19 Freedom of Information

- 19.1 The Researcher acknowledges that the Customer is subject to the requirements of the Code of Practice on Government Information, the FOIA and the EIR and shall assist and cooperate with the Customer to enable the Customer to comply with its Information disclosure obligations.
- 19.2 The Researcher shall (and shall procure that its sub-contractors shall):
- 19.2.1 transfer to the Customer all Requests for Information that it receives as soon as practicable and in any event within 2 days of receiving a Request for Information;
 - 19.2.2 provide the Customer with a copy of all Information in its possession, or power in the form that the Customer (acting reasonably) requires within 5 days (or such other period as the Customer may specify) of the Customer's request; and
 - 19.2.3 provide all necessary assistance as reasonably requested by the Customer to enable the Customer to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.
- 19.3 Notwithstanding any other provision in this Agreement or any other agreement between the parties, the Researcher acknowledges and agrees that the Customer is responsible for determining in its absolute discretion whether any Confidential Information and/or any other Information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, the FOIA or the EIR.
- 19.4 The Researcher shall not respond directly to a Request for Information unless expressly authorised to do so by the Customer.
- 19.5 The Researcher acknowledges that (notwithstanding the provisions of clause 18) the Customer may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000, be obliged under the FOIA or the EIR to disclose information concerning the Researcher, this Agreement or the Research:
- 19.5.1 in certain circumstances without consulting the Researcher; or
 - 19.5.2 following consultation with the Researcher and having taken the Researcher's views into account;

provided always that where clause 19.5.1 applies the Customer shall, in accordance with any recommendations of the Code referred to above, take reasonable steps, where appropriate and without putting itself in breach of any applicable law, to give the Researcher advanced notice, or failing that, to draw the disclosure to the Researcher's attention after any such disclosure.

- 19.6 The Researcher shall ensure that all Information is retained for disclosure as required by law and shall permit the Customer to inspect such records as requested from time to time.
- 19.7 The Researcher acknowledges and agrees that the Customer shall not be liable for any loss, damage, harm or other detriment suffered by the Researcher arising from the disclosure of any Information, whether or not such Information is Confidential Information, falling within the scope of the FOIA or EIR.
- 19.8 This clause 19 shall survive termination of this Agreement and continue in full force and effect.

20 Breach of Security

- 20.1 The Researcher shall notify the Customer immediately upon becoming aware of any Breach of Security including, but not limited to, an actual, potential or attempted breach and, as soon as reasonably practicable, provide to the Customer full details thereof (using such reporting mechanism as may be specified by the Customer from time to time).
- 20.2 The Researcher shall ensure that all its (or its sub-contractor's) personnel who have access to Force Premises shall comply with all visitor requirements and standard policies, rules and regulations relating to such Force Premises as the Customer shall require from time to time.

21 Compliance with law

- 21.1 Each party shall comply and shall (at its own expense unless expressly agreed otherwise) ensure that in the performance of its duties hereunder, its employees, agents and representatives shall comply with all applicable laws and regulations, provided that neither party shall be liable for any breach to the extent that such breach is directly caused or contributed to by any act or default of the other party or its employees, agents and representatives.

22 Audit

- 22.1 Without prejudice to any other right of audit or access granted to the Customer pursuant to this Agreement, the Customer may at any time conduct an audit for the purpose of assessing the Researcher's compliance with its obligations under this Agreement. The Customer shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Researcher or delay the provision of the Research. Subject to Customer's obligations of confidentiality, the Researcher shall (and shall procure that its personnel shall) on demand provide the Customer (and/or its agents or representatives) with all reasonable cooperation and assistance in relation to each audit, including without limitation all information requested by the Customer within the permitted scope of the audit, reasonable access to any Researcher Premises and access to its (and its sub-contractor's) personnel.
- 22.2 Where any audit performed pursuant to clause 22.1 reveals any actual or potential security failure or weaknesses, or any other breach by the Researcher of its obligations under this Agreement, the Researcher shall promptly notify the Customer of the remedial action which the Researcher proposes in order to remedy such breach. Subject to the Customer's written approval, the Researcher shall implement such remedial action in accordance with the timetable agreed with the Customer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where remedial action is to address a non-compliance by the Researcher with its obligations under this Agreement, the remedial action shall be at no additional cost to the Customer.

23 Publicity, Media and Official Enquiries

- 23.1 The Researcher shall not (and shall ensure that its personnel, sub-contractors and professional advisers shall not) make any press announcement or publicise this Agreement or any part thereof in any way, without prior written consent of the Customer.
- 23.2 The Researcher shall not (and shall ensure that its personnel, sub-contractors and professional advisers shall not) include in any published material the name, logo or style of the Customer; any Intellectual Property Rights associated therewith; nor any photograph or drawing depicting

any officer of Nottinghamshire Police without the prior written consent of the Customer.

24 General

- 24.1 No party may assign, subcontract or encumber any right or obligation under this Agreement, in whole or in part, without the other's prior written consent (such consent not to be unreasonably withheld or delayed).
- 24.2 This Agreement shall be binding upon, and ensure to the benefit of, each of the parties, their respective successors in title.
- 24.3 Except for the payments specifically agreed in this Agreement, each party is responsible for its legal and other costs in relation to the preparation and performance of this Agreement.
- 24.4 Provisions which by their terms or intent are to survive termination of this Agreement will do so.
- 24.5 The parties are independent businesses and not partners, principal and agent, employer and employee or in any other relationship of trust to each other.
- 24.6 For the purposes of the Contracts (Rights of Third Parties) Act 1999, this Agreement is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions. However, this does not affect any rights or remedy of such a person that exists or is available apart from that Act.
- 24.7 No amendment or variation of this Agreement will be valid unless agreed in writing by an authorised signatory of each party.
- 24.8 If any clause in this Agreement (or part thereof) is or becomes illegal, invalid or unenforceable under applicable law, but would be legal, valid and enforceable if the clause or some part of it was deleted or modified (or the duration of the relevant clause reduced), the relevant clause (or part thereof) will apply with such deletion or modification as may be required to make it legal, valid and enforceable, and the parties will promptly and in good faith seek to negotiate a replacement provision consistent with the original intent of this Agreement as soon as possible.
- 24.9 Unless otherwise expressly agreed, no delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
- 24.10 The amounts due under this Agreement shall not change except as mutually agreed by the parties.
- 24.11 Each party will, at its own cost, do all further acts and execute all further documents necessary to give effect to this Agreement.
- 24.12 Notices under this Agreement must be in writing and sent to the other party's address as set out on page 1 of this Agreement (or such other address notified in writing by one party to the other in accordance with this clause).
- 24.13 In the event of any conflict or inconsistency between the different parts of this Agreement, the terms of this Agreement will prevail over those of its Schedules.
- 24.14 Each party recognises that its breach or threatened breach of this Agreement may cause the other irreparable harm, and that the other may therefore be entitled to injunctive or other equitable relief.

25 Dispute resolution

- 25.1 For the purposes of this clause, "Authorised Contacts" means each authorised representative appointed by each of the Customer and the Researcher as their respective account managers as otherwise notified to the other party in writing.
- 25.2 If there is a dispute between the parties in relation to any matter under this Agreement, the parties' respective Authorised Contacts shall meet to try to resolve any such dispute and if they fail to do so with a reasonable time the matter in dispute shall be referred to a senior manager of the Researcher and the Customer respectively, for them to try to resolve the matter in dispute, failing which the provisions of clause 28 shall apply.

26 Counterparts

This Agreement may be signed in any number of counterparts and by the parties on separate counterparts, each of which when signed and dated shall be an original, and such counterparts

taken together shall constitute one and the same agreement. This Agreement shall not be effective until each party has signed one counterpart.

27 Language

27.1 The language of this Agreement is English. All documents, notices, waivers and other written communications between the parties in relation hereto will be in English.

27.2 If this Agreement is translated, the English version will prevail.

28 Governing law and jurisdiction

28.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter is governed by and shall be construed in accordance with the laws of England and Wales.

28.2 Subject to clause 25, the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any disputes and claims which may arise out of, or in connection with, this Agreement.

Agreed by the parties through their authorised signatories on the date set out at the head of this Agreement:

Signed on behalf of **[DN: insert name of Researcher]**

Signed

Name

Position

Date:

Signed on behalf of **THE POLICE AND CRIME
COMMISSIONER FOR NOTTINGHAMSHIRE:**

Signed

Name

Position

Date:

SCHEDULE 1 RESEARCH SCHEDULE

1. Research

The Researcher shall carry out the following Research:

Description

The aim is to engage with victims and survivors with lived experience of VAWG; to gather their views and recommendations to shape the final theory of change and strategy.

The objectives are to:

- a) Gather victims, survivors and stakeholders' views about how to prevent and respond to VAWG, how to support victims and survivors and how to ensure all activity is inclusive of the diversity of women and girls in Nottingham and Nottinghamshire. Views must be captured from victims and survivors with lived experience across all protected characteristics and VAWG related crime types
- b) Make recommendations for the final theory of change and strategy.
- c) Produce a report including an Executive Summary on the consultancy which includes background, methodology, key findings and recommendations.
- d) Present the findings to the PCC and VAWG sector stakeholders.

Scope

The requirement includes consultancy and engagement activity, specifically:

- Working with a diverse range of providers to identify opportunities to listen to and work with women and girls with lived experience of VAWG to shape the draft theory of change and co-create the vision, aims and key priorities for the refreshed strategy; and
- Capturing the views of stakeholders of VAWG services to shape the draft theory of change and co-create the vision, aims and key priorities for the refreshed strategy.

Many of the offence types, circumstances and harms included in the Government's VAWG definition also affect boys and men in Nottingham and Nottinghamshire. Consultation and engagement with men and boys will be a later area of focus and as such is not in scope for this requirement.

Writing the VAWG strategy is out of scope.

Methodology

Bidders should specify the methodology that they will use. However please note we anticipate that the consultants will need to work closely with multiple and diverse specialist VAWG providers to arrange focus groups and interviews with victim and survivors. Around 20 specialist providers have been involved in the co-production of the theory of change to date. In addition, the providers will need to work with VAWG stakeholders to capture their views about the theory of change and strategy.

Research must be conducted in line within a social research ethical code of conduct such as the Market Research Society's Code of Conduct or similar. All consultation activity should be sensitive to the needs of victims and survivors and create a safe environment for victims and survivors to participate in any discussion. Debrief support for victims should be offered for participants, this will be provided by specialist VAWG providers and co-commissioned domestic abuse and sexual violence helplines.

Results

It is expected that the following deliverables will be produced as part of the research:

- following the contract strategy meeting with the OPCC, a final research brief potentially to include adjusted timeline
- research questions for victims and stakeholders
- update reports as agreed with Notts OPCC

- powerpoint presentation on findings
- written report detailing findings and analysis from **consultation**, recommendations for commissioning and future service delivery and rationale for recommendations. An executive summary should be included in the final report.

SCHEDULE 2 LICENSING SCHEDULE

1. Grant of rights

- 1.1. The Customer grants the Researcher with effect from the Commencement Date a licence to use the Customer Materials to carry out the Research in the United Kingdom for the duration of this Agreement, subject to the following licence conditions:
 - 1.1.1 **Exclusivity:** the licence is non-exclusive;
 - 1.1.2 **Transferability:** the licence is non-transferable and cannot be sublicensed without the Customer's consent (such consent not to be unreasonably withheld or delayed);
 - 1.1.3 **Purpose:** the licensed Customer Materials may only be used in connection with the Research;
 - 1.1.4 **Improvements:** the Customer agrees that it shall during the term of this Agreement communicate to the Researcher any material corrections, modifications or improvements ("Improvements") relating to the Customer Materials. The Customer grants to the Researcher the right to use the Improvements for the duration of the licence set out in this Agreement. Any licence of Improvements under this Agreement shall be no wider than the licence of other Customer Materials granted under this Agreement. On termination of this Agreement, the licence of Improvements shall cease at the same time as the right to use the Customer Materials terminates under this Agreement.
- 1.2. Except as expressly set out in this Agreement, no Intellectual Property Rights of either party are assigned or transferred except as expressly agreed in writing by the parties.

2. Rights in the Research Materials

- 2.1. In consideration of the Customer paying the Fees due under this Agreement (the receipt and sufficiency of which the Researcher acknowledges), the Researcher transfers (by way of present and future assignment) to the Customer with full title guarantee all the Intellectual Property Rights in the Research Materials.

The Customer grants to the Researcher a non-transferable, perpetual, royalty-free licence for the Researcher to use the Research Materials for non-commercial research and academic purposes provided that any data included in the Research Materials is anonymized and that no individual can be identified as a result of the further research or academic purpose.

3. Fees, invoicing and payment timetable

- 3.1. In consideration of the Researcher conducting the Research in accordance with Schedule 1, the Customer shall pay to the Researcher a sum equal to the amount of its actual costs incurred in undertaking the Research (subject to a maximum amount payable of £XXX (plus VAT)). This sum shall be payable within 30 days of receipt of the Researcher's valid and undisputed invoice.
- 3.2. Subject to the maximum amount payable as set out in paragraph 3.1, the Researcher shall invoice the Customer for all costs properly incurred and due under this Agreement on completion of the Research.