

**AGREEMENT FOR PROVISION OF RESEARCH SERVICES  
TO BBC MEDIA ACTION**

THIS AGREEMENT is made on

20[●]

**BETWEEN**

- 1) **BBC MEDIA ACTION** whose registered office is at, Broadcasting House, Portland Place, London, W1A 1AA (“**BBC Media Action**”); and
- 2) [●] whose registered office is at [●] (“**the Contractor**”)

**RECITALS:**

WHEREAS BBC Media Action requires the provision of certain research services and the Contractor is willing to provide such services on the terms and conditions hereinafter contained.

**IT IS AGREED AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement, the following words and expressions shall have the following meanings unless otherwise stated:

“**Acceptance**” means express confirmation in writing by Media Action that the Services have been performed and the Deliverables received to its satisfaction;

“**Applicable Law(s)**” means for the time being and from time to time all relevant Acts of Parliament and all relevant orders, regulations and bye-laws made with statutory authority or by local or other authorities and all the relevant codes of conduct, guidelines, guidance, public statements or other similar instruments of a relevant regulatory body or authority (including, for the avoidance of doubt, all relevant intellectual property laws);

[“**Business Day**” means any day that is customarily regarded in the country or locality in which a Service is provided as a day when business is undertaken, excluding national, public or bank holidays.];

“**Commencement Date**” means [●]

“**Confidential Information**” means all information which is by its very nature confidential or is marked as confidential or has otherwise been indicated as being confidential and disclosed (whether in writing, orally or by other means and whether directly or indirectly) by a Party to the other Party whether before or after the date of this Agreement and information relating to a Party’s funding, products, operations, processes, plans or intentions;

**“Consent and Notification Obligations”** means the obligations for obtaining consent from Research Subjects and providing notifications to Research Subjects as required by BBC Media Action but which are broadly outlined in Schedule 4;

[**“Consent Form”** means the form of written consent to be used by the Contractor for obtaining consent from Research Subjects, or on their behalf, to take part in the research undertaken by the Contractor as part of the Services where such services involve the completion of a written survey. The Consent Form shall be substantially in the form set out in Annex 1 but shall be in such form as agreed between the Parties as part of the initial Deliverables;]

[**“Consent Script”** means the script to be used by the Contractor for obtaining consent from Research Subjects or their representatives, to take part in the Research undertaken by the Contractor as part of the Services or for providing notifications to Research Subjects, where such services involve Technology Research or Telephone Research. The Consent Script shall be substantially in the form set out in Annex 2 but shall be in such form as agreed between the Parties as part of the initial Deliverables;]

**“Controller”** has the meaning given to controller or data controller in Data Protection Legislation.

**“Dataset”** means any collection of data forming part of the Deliverables or otherwise collected as part of the Services whether aggregated or non-aggregated;

**“Data Protection Legislation”** means any law, enactment, regulation, regulatory policy, by law, ordinance or subordinate legislation relating to the Processing, privacy, and use of Personal Data, as applicable to BBC Media Action, the Contractor and/or this Agreement, including, as applicable:

in the UK:

the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any laws or regulations implementing Regulation of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) (**“GDPR”**), or Council Directive 2002/58/EC (**“ePrivacy Directive”**);

in other EU countries:

the GDPR and the ePrivacy Directive, and all relevant Member State laws or regulations giving effect to or corresponding with any of them; and any judicial or administrative interpretation of any of the above, and any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant Supervisory Authority;

elsewhere:

local applicable data protection legislation;

**“Data Subject”** has the meaning given to that term in Data Protection Legislation.

**“Deliverables”** means: the deliverables set out in Schedule 1 produced by the Contractor for BBC Media Action under this Agreement;]

**“Employee”** means any director or other individual employed by BBC Media Action and/or the Contractor, and/or a sub-contractor of the Contractor under a contract of employment;

[**“Exchange Rate”** means with respect to the conversion of a particular currency into another currency on a particular date, the closing mid-point rate for conversion of the first currency into that other currency on that date or, if that date is not a Business Day, on the first Business Day after that date, in both cases as set out in the London edition of the Financial Times containing exchange rates applicable to the relevant Business Day;]

**“Fee”** means the sum of [ insert numbers ]( insert words ) due to the Contractor in consideration for the provision of the Services and Deliverables under the terms of this Agreement;

**“Funding Agreement”** means BBC Media Action’s funding Agreement with [ ] dated [ ] to undertake the Project from which the requirement for Services and Deliverables arises];

**“Good Industry Practice”** means in relation to any undertaking and any circumstances the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company or organisation within the relevant industry or business sector;

**“Host Country”** means the country set forth in Schedule 1 as being the country where the Research Subjects are located or where the Services are performed or Deliverables are created;

**“Media Action Ethics Requirements”** means the ethics requirements set out in Schedule 7;

**“Paper Based Research”** means Research involving face to face interviews and completion of a paper-based survey;

**“Party”** means a party to this Agreement, BBC Media Action and the Contractor are together the Parties;

**“Personnel”** means Employees or consultants of the relevant Party;

**“Personal Data”** has the meaning given to that term in Data Protection Legislation.

**“Personal Data Breach”** means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Personal Data;

**“Processing”** has the meaning given to that term in Data Protection Legislation and related terms such as **“Process”** has a corresponding meaning;

**“Project”** means the [ ] funded [ ] project in the Host Country;

[**“Principal Researcher”** means a lead researcher, who shall act as field supervisor in respect of the Deliverables and Services and who shall recruit and appoint experienced field supervisors and interviewers for each region, as specified in Schedule 1.];

[**“Qualitative Research”** which means face to face research undertaken with groups or individual research subjects.

**“Research”** means the effort directed toward increasing knowledge by study and experimentation in any field. It includes both basic and applied research;

**“Research Ethics”** means any research ethics specified by any Applicable Laws, including those that apply to the Host Country and the Media Action Ethics Requirements;

**“Research Subject”** means target audience, individuals, demographic groups, topics or anything else as specified by BBC Media Action in relation to the Services, as set out in this Agreement];

**“Services”** including, the Deliverables, supplied by the Contractor to BBC Media Action means the services set out in Schedule 1 of this Agreement;

[**“Specific Flowdown Clauses”** means provisions that BBC Media Action has in its Funding Agreement and is required by its funding partners to flow down these provisions to the respective Contractors Agreement in accordance with international law and conventions where applicable, details of which are summarised in Schedule 2]; **[DELETE this and Schedule 2 if no flowdowns are applicable]**

**“Schedule”** means any schedule under this Agreement that describes the Service and sets out the specific terms applicable to that Service, and includes any Annexes for that Service;

**“Supervisory Authority”** has the meaning given to that term in Data Protection Legislation or other equivalent term under applicable Data Protection Legislation;

**“Technology Research”** means Research undertaken where data is collected and administered face-to-face by Contractor Personnel but using online or mobile technology, including apps”

**“Telephone Research”** Research that involves the undertaking of a survey orally by means of a telephone or mobile communication, without face-to-face contact;

**“Term”** has the meaning in Clause 5.1 of this Agreement;

**“Timeline”** means the timeline agreed between the Parties as set out in Schedule 1;

**“VAT”** means: value added tax or any equivalent tax chargeable in the UK or elsewhere;

1.2 In this Agreement, unless the context requires otherwise:

1.2.1 use of the singular includes the plural and vice versa, and use of any gender includes the other genders;

1.2.2 a reference to any specific legislation includes a reference to that legislation as re-enacted, consolidated, replaced or amended; any previous legislation of which it is a re-enactment, consolidation, replacement or amendment; and any subordinate legislation made under any of the same (and **“legislation”** in this Clause 1.2.2 ~~1.2.21-2.2~~ includes any statute, statutory provision, regulation, rule or subordinate legislation); and

1.3 In this Agreement, unless otherwise stated:

1.3.1 any reference to the parties or a recital, clause or schedule is to the parties (and permitted Contractor’s Personnel) or the relevant recital, clause or schedule of or to this Agreement;

1.3.2 any reference in a schedule to a part or a paragraph is to a part or a paragraph of that schedule or, where relevant, to a paragraph of that part of that schedule;

- 1.3.3 any reference to a “**person**” includes an individual, firm, partnership, body corporate, corporation, association, organisation, government, state, foundation and trust, in each case whether or not having separate legal personality;
- 1.3.4 any reference to an English legal term or concept, or any court, official, governmental or administrative authority or agency in England, includes in respect of any jurisdiction other than England a reference to whatever most closely approximates to it in that jurisdiction; and
- 1.3.5 any reference to an individual includes a reference to his personal representatives, on whom this Agreement shall be binding.
- 1.4 In this Agreement, the clause, schedule and paragraph headings are included for convenience only and shall not affect the interpretation of this Agreement.
- 1.4.1 The schedules and recitals form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the schedules and recitals.
- 1.4.2 Any reference in this Agreement to a document being “**in the agreed form**” means a document in a form agreed by the parties before the signing of this Agreement and either entered into on the date of this Agreement by the relevant parties or initialled by [the parties (or on their behalf)].
- 1.5 [Any sum in any currency which is required to be construed, for the purposes of this Agreement, as a sum in any other currency shall, unless expressly stated otherwise, be regarded as converted into that other currency at the Exchange Rate on the date of this Agreement. **[DELETE if Exchange Rate is not applicable. Also delete Exchange Rate definition]]**]

## **2. THE PROVISION OF SERVICES AND DELIVERABLES**

- 2.1 The Contractor shall, in consideration for the undertakings of BBC Media Action as set out herein, provide: (i) the Deliverables to BBC Media Action; and (ii) the Services to BBC Media Action for the duration of the Term. The Contractor shall provide the Services and Deliverables in accordance with the Timeline, unless otherwise agreed or requested by BBC Media Action.
- 2.2 The Services shall be performed in accordance with the terms of this Agreement, in all respects to the satisfaction of BBC Media Action and in accordance with the reasonable instructions and directions of BBC Media Action.
- 2.3 Deliverables shall be subject to Acceptance by BBC Media Action. Prior to Acceptance BBC Media Action has a right to ask for reasonable information in order to verify that the Services have been performed in accordance with the terms of this Agreement, including reports and sample surveys and that the Deliverables meet BBC Media Action’s requirements.
- 2.4 The Contractor warrants that it is competent to fulfil its obligations under this Agreement (which includes having relevant experience, training and/or qualifications) and that it shall use proper care, skill and diligence whilst discharging its obligations under this Agreement, and that it shall perform this Agreement in a timely and professional manner and hold all licences, permits and/or certificates required by law for the performance of this Agreement.

- 2.5 The Contractor shall only use materials and instruments for undertaking Research in a form which has been mutually agreed between BBC Media Action and the Contractor.
- 2.6 The Contractor shall recognise and comply with the Research Ethics specified by any Applicable Laws, including:
- 2.6.1 all Research Ethics standards commensurate with a professional Research organisation;
  - 2.6.2 those that apply to the Host Country; and
  - 2.6.3 the Media Action Ethics Requirements.
- 2.7 The Contractor shall ensure that the applicable Consent and Notification obligations have been undertaken in respect of each and every Research Subject.
- 2.8 The Contractor shall ensure that all Research Subjects are provided with sufficient information regarding the nature and purpose of the Research. Such information shall be provided in a form approved by BBC Media Action.
- 2.9 The Contractor shall further comply with all Applicable Laws, any relevant professional guidelines to which the Contractor may be subject to and any and all guidelines and/or policies as may be issued by BBC Media Action from time to time, [including those listed in Schedule 3].
- 2.10 In no event shall the Contractor or any of its Personnel be considered an agent or servant of BBC Media Action. The Contractor is liable for its Personnel in their performance of the activities to be carried out under this Agreement, subject only to BBC Media Action's right to give instructions as to the scope of the activities.

### **3. PERSONNEL**

- 3.1 The Contractor shall, throughout the Term, provide sufficient fully-trained and competent Personnel to carry out the Services. [The Contractor shall provide the Services of the Principal Researcher and a sufficient number of other Personnel. If at any point during the Term the person named in the Schedule as the Principal Researcher becomes unable to provide such Services the Contractor shall promptly notify BBC Media Action in writing and as soon as is reasonably possible provide a suitable replacement, provided that BBC Media Action is notified as soon as reasonably practical after appointment to the role. **[DELETE from here and Schedule 1 if there is no Principal Researcher.]**]
- 3.2 The Contractor warrants that its Personnel shall carry out the Services in an efficient manner in accordance with Good Industry Practice and be suitably skilled and experienced to properly perform the tasks assigned to them.
- 3.3 BBC Media Action shall have the right upon reasonable notice in writing to the Contractor to require the removal and replacement of any member of the Contractor's Personnel assigned to the Services who is reasonably considered by BBC Media Action to be unsuitable and the Contractor shall at its own cost and expense promptly provide a suitably skilled and experienced substitute.
- 3.4 The Contractor shall be responsible for all expenses associated with the Contractor's Personnel provided under this Agreement, including (without limitation) all wages including those for temporary and casual labour, taxes, benefits, allowances, social security contributions and staff advertising.

#### 4. **FORCE MAJEURE**

- 4.1 “**Force Majeure**” means any event, circumstance or occurrence beyond the reasonable control or avoidance of either of the Parties that hinders, delays, or prevents its performance hereunder including (but not limited to) Acts of God, flood, accident, fire, earthquake, seismic activity, storm, drought, or other natural disasters, epidemic or pandemic; explosion, riot or civil commotion, sanctions, embargo, breaking off diplomatic ties, armed conflict, terrorism, act of public enemy enactment, rule or order or act of Government or any Governmental authority whether local or national (other than the Contractor itself in cases where the Contractor is a Government department), official strikes or other official industrial disputes.
- 4.2 If either Party is prevented or impeded from or in performing this Agreement (other than in respect of an obligation to pay money) by Force Majeure it shall promptly give notice in writing to the other Party stating the circumstances constituting Force Majeure and the extent thereof and the obligations of the Parties shall thereupon be suspended for so long as the circumstances of Force Majeure may continue. A party affected by Force Majeure shall use every reasonable effort to minimise the effects thereof, shall keep the other Party informed of its progress in so doing at all times and shall promptly resume performance as soon as reasonably possible after removal of the circumstances of Force Majeure.

#### 5. **TERM AND TERMINATION**

- 5.1 This Agreement shall commence on the **Commencement Date** and shall continue until the completion of the Services unless terminated earlier in accordance with the terms of this Agreement (“**the Term**”).
- 5.2 Either Party shall be entitled to terminate this Agreement:
- 5.2.1 immediately by notice to the other Party in the event that either Party is adjudicated or found bankrupt or insolvent or any order is made or resolution passed for the winding up, liquidation or dissolution of the other Party, or the other Party enters into any composition or arrangement for the benefit of its creditors, or a receiver or similar officer is appointed in respect of the whole or any part of either Party's assets, or any event occurs or proceeding is taken which has an effect equivalent or similar to any of the aforementioned events;
- 5.2.2 immediately by notice to the other Party if the other Party fails to perform or observe any material term of this Agreement and, in the case of a breach capable of remedy, fails to take all reasonable steps to remedy the same within ten (10) days of receipt of notice from BBC Media Action or the Contractor (as applicable) specifying the default and requiring the same to be remedied.
- 5.3 BBC Media Action shall be entitled to terminate this Agreement:
- 5.3.1 immediately upon written notice in the event that Force Majeure shall cause the suspension of the Services hereunder by the Contractor for a continuous period of thirty (30) days; or
- 5.3.2 at any time by giving not less than one (1) month prior written notice to the other; or
- 5.3.3 upon service of not less than [ ] days' written notice in the event that the Funding Agreement is terminated. In such case the Contractor will be paid a proportion of the Fee based on the Services and Deliverables accepted up to the point of termination, such proportion to be determined by BBC Media Action.

- 5.4 Termination shall be without prejudice to any accrued rights or remedies of either Party.
- 5.5 No further remuneration shall be or become due to the Contractor in respect of any period after termination of this Agreement, with the exception only of any payments previously due under the terms of this Agreement in respect of Services properly performed up to the date of termination.
- 5.6 Clauses which by their nature should continue in order to give effect to this Agreement shall be deemed to survive the termination hereof.

## 6. PAYMENT AND TAXES

- 6.1 In consideration of the provision of the Services by the Contractor but subject to clause 6.3, BBC Media Action shall make payment of the Fee to the Contractor as specified in Schedule 1 inclusive of all taxes, including VAT.
- 6.2 The Contractor shall submit a valid invoice to BBC Media Action for amounts properly payable hereunder. Invoices shall be in such form and contain such detail as BBC Media Action may require. Invoices shall be submitted upon the completion of each payment milestone, as set out in Schedule 1. BBC Media Action will remit payment due by the end of the month following that in which the invoice is received. Invoices shall be addressed:

For the attention of; [REDACTED], BBC Media Action, [REDACTED]  
(email: [REDACTED]@bbc.co.uk)

(With a copy to; [REDACTED], [REDACTED], BBC Media Action, First floor, Ibex House, 42-47 Minories, London, EC3N 1DY(email: [REDACTED]@bbc.co.uk)[INSERT applicable Finance Contact]

- 6.3 No payment made by BBC Media Action hereunder shall constitute a waiver by BBC Media Action of any breach by the Contractor of any of its obligations hereunder or prejudice BBC Media Action's rights in the future to question or dispute any portion of any invoice, and any payment withheld by BBC Media Action shall be without prejudice to any other rights and remedies of BBC Media Action under the terms of this Agreement or at law.
- 6.4 The Contractor shall pay all taxes, whatsoever charged or chargeable in respect of the income, profit, gains, equipment or property of the Contractor Personnel in connection with the performance of this Agreement.

## 7. LIABILITY AND INSURANCE

- 7.1 Nothing in this Agreement shall exclude or limit any legal responsibility of either party that cannot be excluded or limited by law (such as death or personal injury caused by a party's negligence).
- 7.2 The Contractor shall defend, indemnify and hold harmless BBC Media Action and its subsidiaries, affiliates, and their respective officers, directors, Personnel, agents, successors and permitted assignees (each "BBC Media Action Indemnitee") from and against all losses, damages, liabilities, deficiencies, judgements, interests, proceedings, costs, or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim against any BBC Media Action Indemnitee arising out of or resulting from any breach by the Contractor of its

obligations under this Agreement or any negligent act or omission by the Contractor, its Personnel, or any sub-contractor (whether or not the same is appointed in accordance with the Terms of this Agreement).

- 7.3 The Contractor shall arrange and maintain all relevant forms of third party liability Insurance (including public liability and motor vehicle insurance), worker's compensation where applicable and professional liability insurance with a level of cover as follows [ ]:

For the avoidance of doubt, the Contractor's level of insurance cover shall not act as a limit of liability under this Agreement.

- 7.4 In the event that the Contractor engages a sub-contractor the Contractor shall ensure that the insurance requirements as specified in Clause 7.3 extend to cover the legal liabilities of the sub-contractor or the sub-contractor holds its own insurance in accordance with Clause 7.3.

## **8. CONFIDENTIALITY**

The Contractor shall keep confidential and shall not use for any purpose or disclose to any third party (except its Personnel, agents or professional advisers to the extent that such disclosure is reasonably necessary and provided the relevant Party first makes such persons aware of the confidential nature of such information) any information communicated in confidence (or by its nature should reasonably be expected to be communicated in confidence) or relating to the business or affairs of BBC Media Action (including the terms of this Agreement) and which is obtained as a result of its relationship with the BBC pursuant to this Agreement.

## **9. GOOD FAITH / OUTSIDE ACTIVITIES**

- 9.1 The Contractor shall act in good faith towards BBC Media Action and shall not bring BBC Media Action into disrepute nor, without the prior consent of BBC Media Action, make any reference to in association with any advertising or other promotional material or write for publication or speak in public about BBC Media Action or its affairs. The Contractor shall not imply any endorsement by Media Action of the Contractor or its services.

- 9.2 In undertaking the Services, the Contractor shall comply and procure that any sub-contractors comply with the Bribery Act 2010 (England & Wales), the U.S. Foreign Corrupt Practices Act or any other law that prohibits bribery or similar activity and the BBC's Anti-Bribery Code of Conduct and Policy (which can be found at [www.bbc.co.uk/guidelines](http://www.bbc.co.uk/guidelines)).

## **10. COPYRIGHT AND THIRD PARTY RIGHTS**

- 10.1 The Contractor shall obtain all necessary consents, permissions and/or clearances in third party rights (whether copyright, intellectual property rights or otherwise) and shall hold BBC Media Action harmless in respect of the same so that BBC Media Action shall be entitled to use the findings and results of the Deliverables without liability to any third party.

- 10.2 The Contractor hereby assigns to BBC Media Action absolutely and warrants that all the Contractor's relevant officers, Personnel or agents and any sub-contractor(s) engaged by the Contractor have

assigned to the Contractor absolutely the complete copyright in all materials delivered to BBC Media Action (including the Report and Deliverables) in all languages throughout the World for the full period of copyright (including all rights to renewals and extensions thereof).

- 10.3 The Contractor hereby assigns to BBC Media Action any rights, if any, in the Dataset. Use by the Contractor of Dataset and any other information arising from this Research for purposes other than BBC Media Action project activities, shall require the prior written consent of BBC Media Action.
- 10.4 The Contractor hereby warrants that neither the Contractor nor the Contractor's officers, Personnel or agents or any sub-contractor engaged by the Contractor shall enforce their "moral rights" (including, without limitation, any right of the Contractor, the said officers, Personnel or agents or the sub-contractors under sections 77 to 85 inclusive of the Copyright, Designs and Patents Act 1988), or any similar laws of any jurisdiction.

## **11. DATA PROTECTION**

- 11.1 The Contractor shall use all reasonable endeavours to ensure that any Personal Data which is to be supplied to BBC Media Action in connection with the Services is sufficiently aggregated [and/or anonymised] [and/or pseudonymised] before being so supplied to the extent that individual Data Subjects cannot be identified from such data (and BBC Media Action may request a sample to check compliance with this Clause prior to provision of the full dataset). To the extent that any data supplied to BBC Media Action by the Contractor in connection with the Services constitutes Personal Data for the purposes of Data Protection Legislation, Clauses 11.2 to 11.14 below shall apply. For the avoidance of doubt, if data supplied to BBC Media Action by the Contractor in connection with the Services is not classed as Personal Data for the purposes of Data Protection Legislation, Clauses 11.2 to 11.7 below shall not apply but Clauses 11.8 to 11.14 shall.

### **Personal Data**

- 11.2 Each of the Parties hereby agrees that it is a Controller of Personal Data Processed in accordance with this Agreement ("**Research Subject Personal Data**") for the purposes of Data Protection Legislation. Each Party shall Process Research Subject Personal Data from time to time in the course of performing its obligations under this Agreement.
- 11.3 To the extent that a term of this Agreement requires the performance by a Party of an obligation "in accordance with Data Protection Legislation" (or similar), this requires performance in accordance with such Data Protection Legislation as is in force and applicable at the time of performance and, if the relevant obligation is not then a requirement under applicable Data Protection Legislation, it shall not apply until such time as it is so required.
- 11.4 Each Party shall comply with all Data Protection Legislation applicable to it as a Controller and, shall Process Research Subject Personal Data in accordance with its respective privacy policy and/or any applicable policies regarding data protection matters, and shall not Process such Personal Data for any other purpose or in any other manner except to the extent set forth in this Agreement and as otherwise may be required by Data Protection Legislation.
- 11.5 Each Party shall be individually and separately responsible for complying with the obligations that apply to it as a Controller under any applicable Data Protection Legislation in relation to the Research Subject Personal Data. In particular but without limitation, each party shall be responsible for:

- 11.5.1 ensuring that there is a lawful basis on which Research Subject Personal Data is Processed by it;
  - 11.5.2 ensuring that the transparency disclosure requirements of applicable Data Protection Legislation are satisfied by providing the required information to Data Subjects where applicable; and
  - 11.5.3 ensuring that it keeps Research Subject Personal Data in its control secure at all times, including by implementing and maintaining at its cost and expense, appropriate technical and organisational measures in relation to its Processing of the Research Subject Personal Data so as to ensure a level of security appropriate to the risks that are presented by the Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Research Subject Personal Data transmitted, stored or otherwise Processed.
- 11.6 Each Party shall provide reasonable assistance, information and cooperation in as regards data protection matters where requested by the other Party in respect of the Research Subject Personal Data, including:
- 11.6.1 in respect of any matter which in the reasonable opinion of the other Party assistance is required for ensuring that Party's continued compliance with the Data Protection Legislation;
  - 11.6.2 in respect of any claim and/or exercise or purported exercise of rights by a data subject under the Data Protection Legislation or any investigation or enforcement activity by any Supervisory Authority, which relates to or is connected with the other Party's Processing of Personal Data pursuant to this Agreement;
  - 11.6.3 if it is contacted or approached in relation to any claim and/or exercise or purported exercise of rights by a data subject under the Data Protection Legislation;
  - 11.6.4 in the event of any investigation or enforcement activity by the Information Commissioner or any other Supervisory Authority; or
  - 11.6.5 in the event of any Personal Data Breach.
- 11.7 The Contractor shall:
- 11.7.1 Process and otherwise use Research Subject Personal Data in connection with the purposes agreed with BBC Media Action in connection with this Agreement, and not Process or otherwise use Research Subject Personal Data for any other purpose unless it has obtained prior written approval from BBC Media Action;
  - 11.7.2 assist BBC Media Action in ensuring compliance with BBC Media Action's obligations in relation to:
    - (a) the requirements for the security of Processing as set out in the Data Protection Legislation;
    - (b) any data protection impact assessments;
    - (c) consultations with relevant Supervisory Authorities; and

- (d) notifications to relevant Supervisory Authorities and/or Data Subjects, that BBC Media Action considers relevant pursuant to Data Protection Legislation in relation to Research Subject Personal Data; and

11.7.3 make available to BBC Media Action all information necessary to demonstrate compliance with its obligations under Data Protection Legislation and this Agreement.

#### **Personal Data and non-Personal Data**

11.8 The Contractor shall use reasonable endeavours to ensure that all it complies with the Data Security Obligations set out in Schedule 6.

11.9 The Contractor shall not permit subcontractors or any third party to Process or otherwise access any data without the prior written approval of BBC Media Action.

11.10 The Contractor shall procure that the Contractor's sub-contractors (as approved by BBC Media Action) and any other person within the control of the Contractor shall comply with this Clause 11.

11.11 Each Party shall grant to the other, or their appointed representatives, such access as is reasonably necessary to enable the other to inspect and audit to such premises, facilities, equipment, documents and electronic data owned or controlled by the other and used to process the data to assess compliance with their respective obligations in relation to this Clause 11 and ensure that each Party has limited their respective processing as required under this Agreement.

11.12 Neither party shall do or permit anything to be done through act or omission that would cause the other party to incur any liability under Data Protection Legislation.

11.13 Party shall ensure all data is accurate prior to any sharing of such data with the other Party for the purposes of the Services provided under this Agreement, and shall take reasonable steps to (i) ensure such data remains accurate on an ongoing basis; and (ii) notify the other Party within a reasonable time in the event it receives updates or corrections to any of such data where it is reasonable to do so.

11.14 If either Party has any questions for the other Party in relation to this Clause 11 and/or the sharing of data the following individuals should be contacted:

11.14.1 for BBC Media Action: [INSERT contact details of individual who should be contacted in relation to data sharing]

11.14.2 for the Contractor: [INSERT contact details of individual who should be contacted in relation to data sharing].

## **12. NOTICES**

12.1 Any notice to be given by either Party shall be deemed to have been duly given if left at, or sent by post [or facsimile transmission] to, the address set out above or to any other address notified to each other in writing in accordance with this Clause as an address to which notices may be sent. Any notice shall be deemed to have been served upon the other Party:

12.1.1 if sent by hand, when delivered; or

12.1.2 if sent by first class post, four days after the envelope containing such notice was posted; or

12.1.3 [if sent by facsimile, when clearly received in full.]

12.2 Any notice given under or in connection with this Agreement shall be in English. All other documents provided under or in connection with this agreement shall be in English, or accompanied by a certified English translation.

### **13. ASSIGNMENT AND SUB-CONTRACTING**

13.1 The Contractor shall not assign this Agreement or any part thereof or any benefit or interest therein or thereunder without the prior written consent of BBC Media Action (such consent not to be unreasonably withheld).

13.2 The Contractor may not sub-contract its obligations as set out herein without BBC Media Action's prior written approval. In the event that any part of the Services are subcontracted the Contractor shall remain primarily liable for all of its undertakings and liabilities under this Agreement and shall be responsible for the acts, defaults and neglects of any sub-contractor, its Personnel or agents as fully as if they were the acts, defaults or neglects of Contractor.

### **14. GENERAL**

14.1 This Agreement including any schedules, annexes, exhibits or appendices expressly referred to constitutes the entire agreement between the parties and all prior offers, negotiations and discussions are hereby excluded save the agreed form of documents forming part of the Deliverables (if any) provided that this Clause shall not exclude any liability which any party would otherwise have to the other party or any right which either of them may have to rescind this Agreement in respect of any statements made fraudulently by the other prior to the execution of this Agreement or any rights which either of them may have in respect of fraudulent concealment by the other.

14.2 This Agreement shall not be varied or amended otherwise than by an instrument in writing signed on behalf of both parties by their duly authorised representatives.

14.3 No failure or neglect on the part of BBC Media Action or its representative to enforce any of the Terms and Conditions of this Agreement or to insist upon the strict performance or observance thereof shall be considered as a waiver, unless in writing and signed on behalf of BBC Media Action by its duly authorised representative. The rights and remedies provided in this Agreement for the benefit or in favour of BBC Media Action are cumulative and shall not exclude any other right or remedy provided for by law.

14.4 No approval, consent, inspection, instruction or recommendation on the part of BBC Media Action or its representatives shall in any way prejudice or affect the liability of the Contractor to perform its obligations hereunder strictly in accordance with the terms hereof.

14.5 No term of this Agreement is intended for the benefit of any third party, and the parties do not intend that any term of this Agreement should be enforceable by a third party either under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

14.6 Nothing in this Agreement shall be deemed to constitute either party as the agent of the other or create a partnership or joint venture between the parties, and the Contractor shall have no power to bind BBC Media Action or to contract in the name of or create a liability against BBC Media Action in any matter whatsoever



**SCHEDULE 1**

**SERVICES & DELIVERABLES**

**Host Country/Countries:**

[            ]

**Services:**

[insert a summary of the work the agency is doing which will summarise our RFP and the agency’s proposal and act as a quick overview]

[Eg: for Technology Research

The Contractor will conduct a [quantitative] survey with a [nationally representative] sample of the general population in [            ]. The agreed sampling strategy uses a total sample size of [            ] across [            ] primary sampling units. The surveys shall be conducted using the application known as CAPI. The Contractor shall be responsible for complying with the terms of use of the App.

- Recruitment of the field team;
- Full training and pilot testing
- Fieldwork logistic arrangement, data collection, and quality control
- Data management: processing, cleaning and coding

**Deliverables:**

[Eg: for Research that involves Technology Research]

<b>Deliverable</b>	<b>Timeline / Delivery Date</b>
• A detailed methodology entailing sample design and implementation;	
• Timeline, which is subject to Acceptance by BBC Media Action;	
• Final Research instruments ([questionnaires incorporating the Consent Form and prompt cards) translated into [            ] and then back-translated into English][mock-ups of technology instrument incorporating the Consent Script]	
• A detailed methodology entailing sample design and implementation	
• Final research instruments (questionnaires and prompt cards) translated into [            ] and then back-translated into English	
• Draft Scripting of the questionnaire (two versions, one in CAPI and one in Excel Format), which is subject to Acceptance by BBC Media Action;	
• Pilot testing report which detailed feedback	
• First 100 cases of fieldwork in SPSS file for preliminary data quality check by BBC Media Action	
• progress report, update on going issue in the field, any changes to the methodology (which is subject to Acceptance by BBC Media Action)	
• Recording of contact sheet that includes the record of random status, refusal rate, successful interview, appointment made, substitution rate, partial interviews, failed contacts	
• Excel spreadsheet with defined cross-breaks (examples include gender, age, urban/rural) with statistical testing, subject to Acceptance by BBC Media Action	

<ul style="list-style-type: none"> <li>• Data management: processing, cleaning and coding</li> </ul>	
<ul style="list-style-type: none"> <li>• Final cleaned data files including all survey questions, demographics, interviewing information and weight values (if applicable) in both formats: <ul style="list-style-type: none"> <li>▪ Dataset after weighting in SPSS format with all variables and values labeled in English with syntax and codebook</li> <li>▪ Dataset in Excel format with value and labels</li> </ul> </li> </ul>	
<ul style="list-style-type: none"> <li>• A complete code book for all survey questions</li> </ul>	
<ul style="list-style-type: none"> <li>• A detailed methodological report which contains sufficient details on the sampling design and weight that can be replicated by other independent researchers.</li> </ul>	
<ul style="list-style-type: none"> <li>• If data is weighted, detailed description of weight procedures that can be recreated based on the documentation.</li> </ul>	
<ul style="list-style-type: none"> <li>• Executive summary highlighting main findings – this can be in Word or PowerPoint but in such form as reasonably required by BBC Media Action.</li> </ul>	
<ul style="list-style-type: none"> <li>• Such other additional supporting documentation as are reasonably required.</li> </ul>	

**Quality Control [OPTIONAL AMEND AS APPLICABLE]**

- (i) The following quality control procedures shall apply to the Services :-
- (ii) At least [[●]] of the work of each interviewer will be witnessed by her/his supervisor.
- (iii) 100% check of the completed interviews at the end of each fieldwork day, to ensure the questionnaires have been administered correctly.
- (iv) Contractor shall carry out spot checks on interviews in the field.
- (v) Authentication of at least [[●]] of completed interviews by re-contacting the respondents at the end of each fieldwork day.
- (vi) All interviews will be back-checked to ensure that they have been adequately completed. The quality control specialists will check each interview for logical inconsistencies, location (through GPS coordinates), unusual time and duration of interviews, whether interview was interrupted, etc.
- (vii) All data will be thoroughly checked and cleaned where such feedback is given.
- (viii) The Contractor agrees to deliver all completed questionnaires to BBC Media Action upon written request at any time during the provision of the Services.

**Payment**

Payment of the Fee shall be made in [ ] ( ) installments. [LINK payments to delivery or performance milestones of certain tasks]

The first installment: on delivery and Acceptance by BBC Media Action of the Research Instruments: [ ]% of the Fee (\$ )

The second installment: on delivery and Acceptance by BBC Media Action of [ ]: [ ]% of the Fee (\$ )

The third installment: on delivery and Acceptance by BBC Media Action of [ ]: [ ]% of the Fee

(\$ )

The fourth installment: on delivery and Acceptance by BBC Media Action of [ ]: [ ]% of the Fee

(\$ )

For clarity, where any of the Deliverables and Services have not been completed to the satisfaction and approval of BBC Media Action in accordance with BBC Media Action's Request For Proposal and this Agreement, BBC Media Action may require the Contractor to revise and re-deliver the same at no further cost to BBC Media Action until such Deliverables and Services are accepted.

**Personnel**

The Contractor shall provide the Services of [ ] as Principal Researcher.] [DELETE the whole part if there is no Principal Researcher].

**SCHEDULE 2**

**[SPECIFIC FLOWDOWN CLAUSES]**

**[Specific flowdown clauses from BBC Media Action Funding Agreement]**

**[INSERT here any applicable funders flowdown clauses to the Contractor Or DELETE if not applicable]**

**SCHEDULE 3**

**[MEDIA ACTION GUIDELINES AND POLICIES]**

The Contractor shall comply with BBC Media Action's Child Protection and Safeguarding Policies (as amended from time to time) which shall be supplied to the Contractor.

## **SCHEDULE 4**

### **[CONSENT AND NOTIFICATION OBLIGATIONS]**

#### **In respect of Paper Based Research:**

All paper based surveys used by Contractor Personnel shall incorporate the Consent Script at the entry point to the survey. The Contractor's Personnel shall read the Consent Script to the Research Subject and be responsible for ensuring that, to the best of the Contractor's Personnel's reasonable judgement, that the Research Subject has understood the contents of the Consent Script given informed consent. Where the Research Subject has provided informed consent the Contractor's Personnel shall sign the Consent Form to confirm that the Research Subject consents to continue with the Research. The Contractor's Personnel will only continue with the remainder of the Research if the Research Subjects has given informed consent to participate. If the Research Subject does not provide consent or, prior to the completion of the Research, indicates that they wish to withdraw consent then all documentation containing Personal Data relating to the Research Subject must be destroyed.

The Contractor shall supply all copies of all completed Consent Forms immediately on request by BBC Media Action

#### **In respect of Technology Research:**

The technology used by the Contractor shall incorporate the Consent Script at the entry point to the survey. The Contractor's Personnel shall read the Consent Script to the Research Subject and be responsible for ensuring that, to the best of the Contractor's Personnel's reasonable judgement, the Research Subject has understood the contents of the Consent Script and has confirmed that the Research Subject consents to continue with the Research. The Contractor's Personnel will only continue with the remainder of the Research if the Research Subjects has given informed consent to participate. If the Research Subject does not provide consent or, prior to the completion of the Research, indicates that they wish to withdraw consent then all Personal Data relating to the Research Data must be permanently deleted.

#### **In respect of Telephone Research:**

The Contractor's Personnel telephoning the Research Subject shall read the Consent Script to the Research Subject. The Contractor's Personnel shall be responsible for ensuring that, to the best of the Contractor's Personnel's reasonable judgement, the Research Subject has understood the contents of the Consent Script and has confirmed that the Research Subject consents to continue with the Research. The Contractor's Personnel will only continue with the remainder of the Research if the Research Subjects has given informed consent to participate. If the Research Subject does not provide consent or, prior to the completion of the Research, indicates that they wish to withdraw consent then all Personal Data relating to the Research Data must be permanently deleted, including any recording of the telephone call.

#### **In respect of Qualitative Research:**

The Contractor's Personnel running the Focus Group Research Sessions shall read the Consent Script to the Research Subjects. The Contractor's Personnel shall be responsible for ensuring that, to the best of the Contractor's Personnel's reasonable judgement, each Research Subject has understood the contents of the Consent Script and has confirmed that the Research Subject consents to continue with the Research, including the recording of the sessions. The Contractor's Personnel will ensure that only Research Subjects that have confirmed their consent to participate shall continue with the remainder of the Focus Group Session. If a Research Subject does not provide consent all Personal Data relating to the Research Data must be permanently deleted, including any recording of discussions related to consent.

## **SCHEDULE 6**

### **[DATA SECURITY OBLIGATIONS]**

Where Personal Data is held electronically the Contractor shall:

use reasonable endeavours to ensure that all Research Subject Personal Data is encrypted at all times both in transit and at rest whilst in the possession or under the control of the Contractor. The level of encryption applied should be determined based on Good Industry Practice and the state of technology available at the time.

permanently and securely delete (unless required by Applicable Law) and cease Processing such Research Subject Personal Data after the purposes for which the Research Subject Personal Data was Processed pursuant to this Agreement have been fulfilled, or earlier upon BBC Media Action's written request

Where Personal Data is held in paper based form the Contractor shall:

use reasonable endeavours to ensure that all Research Subject Personal Data is locked away or otherwise secure at all times whilst not in use by Contractor Personnel;

at BBC Media Action's option, permanently and securely destroy (unless required by Applicable Law) or return all Research Subject Personal Data (including any copies) and cease Processing such Research Subject Personal Data after the purposes for which the Research Subject Personal Data was Processed pursuant to this Agreement have been fulfilled, or earlier upon BBC Media Action's written request

## **SCHEDULE 7**

### **[MEDIA ACTION ETHICS REQUIREMENTS]**

The Contractor shall comply with the following ethics standards:

- ensure that the Research Subject understands the purpose of the Research and what the Research will be used for in accordance with Clause 2.6;
- ensure that Research Subjects are accompanied by a parent or guardian where applicable;
- obtain valid consent from and/or providing notifications to Research Subjects in accordance with Schedule 4;
- understand the nature of Confidential Information and complying with all obligations in relation to such Confidential Information;
- maintain the confidentiality of the Research Subject, anonymising data where possible and otherwise pseudonymising data
- [obtain relevant consents from the relevant ethical boards] [health projects];
- Such other ethical standards as notified by BBC Media Action from time to time

Template Consent Form

Annex 2

Template Consent Script