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Nathaly Kambakara  
BVA BDRC  
12-20 Baron St  
London  
N1 9LL

nathaly.kambakara@bva-bdrc.com

14<sup>th</sup> February 2025

Dear Nathaly,

**CONTRACT AWARD LETTER FOR: AUDIENCE RESEARCH**  
**CONTRACT REFERENCE NUMBER: 002494**  
**PURCHASE ORDER NUMBER: TBC**  
**LENGTH OF CONTRACT: 1<sup>st</sup> APRIL 2025 TO 31<sup>ST</sup> MARCH 2028 PLUS X1 OPTIONAL EXTENSION**

I am pleased to inform you on behalf of the British Library that your recent tender for the above contract has been accepted in full at the fixed price of £75,000 over 3 years at £25k per year excluding VAT as set out in Appendix 1 of this letter and your tender response dated 23<sup>rd</sup> December 2024.

The British Library Conditions of Contract you agreed when you signed the Form of Tender and attached as Appendix 2 of this letter have become binding with regard to the provision of the above Services only. Please note that no other terms or conditions of business are acceptable; any pre-printed conditions on your stationery must be deleted and the deletion signed by you.

The Schedule of Contract documents is set out in Appendix 3.

The British Library Representative (BLR) for this Contract is Raj Rajukumar, Head of Data Analysis and Insight. Please contact Raj via email [Raj.Rajukumar@bl.uk](mailto:Raj.Rajukumar@bl.uk) if you have any queries regarding the Library's requirements.

A British Library Purchase Order (PO) relating to this contract will be emailed to your organisation shortly. All invoices relating to this contract must bear the correct British Library Purchase Order number and must be emailed to [accounts-payable@bl.uk](mailto:accounts-payable@bl.uk)

An acknowledgement of Contract Award Letter is enclosed in Appendix 4; please complete this and return via Docusign at your earliest opportunity.

Yours sincerely

DocuSigned by:  
A handwritten signature in black ink that reads "Kathryn Taylor".  
E5C1C23B688649A...

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APPENDIX 1

PRICING SCHEDULE

Research stage	Fee
On-site fieldwork, including project management	£20,000
Reporting, analysis and 2x presentations	£5,000
TOTAL	£25,000

Payment Schedule

3 years at £25k a year – to be paid at the start of each year.

- £25k Apr25 – March26, to be paid April 2025
- £25k Apr26 – March27, to be paid April 2026
- £25k Apr27 – March28, to be paid April 2026

Project timeline



The below table outlines our provisional project timelines for the research. We have outlined how long each deliverable takes, as opposed to specific milestones.

WHAT	WHEN
Project commissioning	Mid February
Fieldwork planning	1 week
First draft of report	2 weeks from receiving data from the Library
Final draft of report	1 week from feedback on first draft of report
Presentation first draft	1 week from sign off of report
Presentations	Following sign off of first draft

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## APPENDIX 2

### Definitions and interpretation

#### 1.1 Definitions

In these Conditions the following words shall have the meanings given to them below:

**Associated Persons** - in relation to a party, its employees, staff, workers, agents, consultants, sub-contractors, suppliers and other persons associated with its business and operations

**Award Letter** – the letter sent on behalf of BL to Supplier appointing Supplier for the purposes of supplying the Goods and/or Services

**BL** - British Library Board - a statutory corporation pursuant to the British Library Act 1972 of The British Library 96 Euston Road London NW1 2DB

**Business Day** - a day other than a Saturday or Sunday or public holiday in England

**Commencement Date** – the date of the Award Letter unless otherwise provided in the Contract

**Conditions** - these terms and conditions set out below

**Confidential Information** - any information in any format and howsoever conveyed which relates to the business, affairs, finances, trade secrets, know-how, customers, clients and suppliers together with any and all information derived from any of the above and which is identified as confidential or which ought to reasonably be considered confidential or which is or is likely to be considered commercially sensitive whether or not so identified

**Contract** - the Form of Tender, Specification, Award Letter and these Conditions

**Contract Price** - the total value of all Goods and/or Services specified in or calculated by reference to the Form of Tender

**Deliverables** - any and all documents, materials, designs, and any other items or products supplied or developed by, or on behalf of, Supplier including any drawings, maps, plans, designs, diagrams, pictures, computer programmes, models, data, specifications and reports (including drafts) related to the Contract and/or in the course of providing the Services, in each case in any form or media, and any part or parts of them

**Delivery Address** - the address for delivery shown in the Specification

**Delivery Date** - the date specified in the Contract as the Delivery Date for Goods and/or Services or any of them as appropriate

**Delivery Note** - a note from Supplier accompanying delivery of Goods: referencing the Purchase Order Number, Item Description; detailing the quantity of relevant Goods delivered; and indicating any outstanding quantity of Goods remaining to be delivered pursuant to the relevant Purchase Order Number

**Force Majeure Event** - means any circumstance not within a party's reasonable control including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, riots, war, armed conflict; imposition of sanctions, embargo, or breaking off of diplomatic relations; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); and interruption or failure of utility service

**Form of Tender** – the document setting out the pricing schedule amongst other things for the purposes of the Contract

**Goods** - all, any and any part of the products as set out in the Contract

**IPR** - patents, utility models, right to inventions, trademarks, rights in designs, copyrights and related rights, rights in databases, rights in computer software, business names, domain names, service marks,

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rights in get-up, the right to sue for passing off, in each case whether or not registered and including applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist now or in the future anywhere in the world

**Item Description** - the description of the Goods and/or Services set out in the Contract

**Material** - all and any equipment, tools, drawings, specifications, data and other information and any part or parts of it

**Policies** - all standard operating policies and procedures of the BL from time to time and which are howsoever relevant and/or applicable to the provision of the Services, including the BL's policies and procedures governing Suppliers' access and physical security, computer and IT use and health and safety. Copies of all such policies (including updates to them from time to time) are available upon request.

**Price** - the price shown in the Form of Tender for any Goods and/or Services as appropriate

**Product Number** - Supplier's reference number applicable to specific to Goods shown in the Specification

**Purchase Order Number** - means the purchase order number related to the Contract or any part of it where appropriate

**Services** - those services itemised and as specified in the Contract

**Specification** –the description of the requirements provided by BL pursuant to its procurement process to Supplier in connection with the Contract

**Supplier** – the legal person to whom the Award Letter is addressed

**Unit Price** - the price/s shown in the Contract as appropriate

## **1.2 Interpretation**

1.2.1 Reference to in writing or written shall include email.

1.2.2 Words in the singular shall include the plural and vice versa.

1.2.3 Use of the term include or including or similar expressions shall be illustrative and shall not be limited by the words following such term.

1.2.4 Reference to a party shall be reference to BL or the Supplier as the context requires and shall that party's successors or permitted assigns

1.2.5 Reference to a clause shall be reference to a clause in these Conditions

## **2. Basis of Agreement**

2.1 These Conditions apply to the Contract to the exclusion of any other terms that Supplier may seek to impose or which are implied by trade, custom, practice or course of dealings.

2.2 Unless specifically indicated to apply to Goods or Services these Conditions shall apply to both Goods and Services.

## **3. Goods**

3.1 Supplier shall ensure that Goods:

3.1.1 conform with any description and requirements (in each case if any) in the Specification;

3.1.2 correspond with any sample provided by Supplier to BL;

3.1.3 are of satisfactory quality, fit for the purpose for which goods of that kind are usually supplied and fit for any particular purpose stated in the Contract and shall remain so for the shorter of a period of 18 months from delivery and 12 months from being put into operational use by BL;

3.1.4 are free from defects reasonably apparent on inspection and remain so for a reasonable period following delivery considering all the circumstances for which the Goods are supplied and used;

3.1.5 conform with all relevant and applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and

3.1.6 conform with all relevant Policies.

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3.2 Supplier shall have and keep in place at all relevant times all such licences, permissions, consents and permits required to properly and lawfully carry out its obligations in respect of the Goods under the Contract.

3.3 BL may inspect or test Goods before delivery and Supplier shall at its own expense facilitate and assist with such inspection or testing at its premises or where otherwise reasonably required by BL. Any such inspection or testing shall not reduce or otherwise affect Supplier's obligations under the Contract in relation to the Goods. BL's failure to take any action following such inspection or testing shall not constitute a waiver of any rights or remedies available to it. Inspection or testing of Goods by BL shall not amount to or imply any acceptance of the Goods.

#### **4. Delivery of Goods**

4.1 Supplier shall ensure that:

4.1.1 supply of the Goods shall comply with all relevant Policies;

4.1.2 Goods are securely packaged and delivered to their destination in good condition;

4.1.3 each delivery of Goods shall be accompanied by a Delivery Note; and

4.1.4 any requirement for packaging to be returned to Supplier shall be noted on the Delivery Note, any such required return shall be at the risk and cost of Supplier.

4.2 Supplier shall deliver Goods:

4.2.1 on the Delivery Date and time shall be of the essence in relation to delivery;

4.2.2 during BL's normal operational hours on a Business Day or as otherwise instructed in writing by BL; and

4.2.3 to the Delivery Address.

4.3 Supplier shall not deliver Goods in instalments without BL's prior written permission.

4.4 Title and risk in the Goods shall pass on completion of delivery in accordance with clause 4.2.

4.5 Goods shall not be deemed accepted by BL until BL has had a reasonable opportunity and time to inspect the Goods delivered. Acceptance of Goods shall not limit or restrict any subsequent right to reject Goods or exercise any other right or remedy available to BL should Goods be later found not to comply with the Contract.

4.6 Supplier undertakes not to seek to impose any terms additional to or in variation of these Conditions on its Delivery Note. Counter signature on behalf of BL of a Delivery Note shall not be taken as accuracy and correctness of a delivery and such signature shall not have other contractual effect adverse to the incorporation and prevailing application of these Conditions.

#### **5. Supply of Services**

5.1 Supplier shall from the Commencement Date or as otherwise stated in the Contract supply Services to BL in accordance with and for the duration of the Contract.

5.2 Supplier shall meet any performance or milestone dates for Services specified in the Contract. Time shall be of the essence with regard to performance or milestone dates.

5.3 In providing the Services, Supplier shall:

5.3.1 co-operate with BL in all matters relating to the Services and comply with all reasonable instructions of BL;

5.3.2 exercise all due care, skill and diligence and provide the Services in accordance with best practice in the industry, trade or profession applicable to the provision of the Services;

5.3.3 use only personnel who are suitably skilled and experienced to perform the Services;

5.3.4 engage sufficient personnel to ensure that Supplier's obligations are fulfilled in accordance with the Contract;

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5.3.5 ensure that Services and any Deliverables conform with all descriptions and the Specification set out in the Contract;

5.3.6 ensure Deliverables are fit for the purpose for which deliverables of that kind are usually applied and any purpose set out in the Contract;

5.3.7 provide all equipment, tools, vehicles and such other items as are required to supply the Services;

5.3.8 use the best quality goods and materials and apply highest standards and techniques and ensure that Deliverables and all goods and materials supplied or used in supplying the Services or transferred to BL are free from defects in workmanship, installation and design;

5.3.9 have and maintain all licences and consents which may be required for the provision of Services;

5.3.10 comply with all applicable law, regulation, regulatory policies or codes of practice, guidelines or industry codes which may apply to the provision of the Services;

5.3.11 comply with the Policies;

5.3.12 observe all health and safety rules and regulations and any security procedures and requirements that apply to any BL premises where Services are provided;

5.3.13 hold all BL Materials at its own risk and maintain BL Materials in good condition until returned to BL and not to dispose of or use the BL Materials for any purpose other than delivery of the Services or as otherwise in accordance with BL's written instructions or consent; and

5.3.14 not do or omit to do anything which may cause BL to breach any licence, authority, consent or permission upon which BL relies for performing any of its public duties and obligations and ancillary activities of any nature and Supplier acknowledges that BL may rely and act on the Services and Deliverables.

5.4 Supplier acknowledges and confirms that it has satisfied itself as to the nature and extent of the Services to be provided and not relied on any representation of BL not given in writing in the Contract.

5.5 In advance of delivery of Services the Supplier shall carry out a risk assessment in connection with the performance of Services and shall promptly notify BL in writing of any identified hazards or risks which may affect performance of Services.

## **6. BL Remedies**

6.1 If Supplier fails to deliver Goods and/or Services by the Delivery Date or other relevant and applicable performance dates BL may without limiting or affecting any other rights available to it:

6.1.1 terminate the Contract with immediate effect by notice in writing to Supplier;

6.1.2 refuse to accept any subsequent delivery of the Goods and/or Services which Supplier may attempt;

6.1.3 recover from Supplier any costs incurred in obtaining substitute goods and/or services from a third party;

6.1.4 require a refund from Supplier of any sum paid in advance for Goods and/or Services not delivered; and

6.1.5 claim damages for any additional costs, losses or expenses (whether known, foreseen foreseeable or unidentified) incurred by BL which are in any way attributable to Supplier's failure to meet such dates.

6.2 If Supplier delivers Goods that do not comply with clause 3.1 then without limiting or affecting any other rights or remedies available to it BL, whether or not Goods have been accepted, may:

6.2.1 terminate the Contract with immediate effect by notice in writing;

6.2.2 reject Goods (in whole or part) whether or not title has passed and return the Goods to Supplier at Supplier's risk and expense;

6.2.3 require Supplier to repair or replace such Goods or to provide a full refund for such Goods;

6.2.4 recover from Supplier any expense incurred by BL in obtaining substitute goods from a third party; and

6.2.5 claim damages for any additional costs, losses or expenses (whether known, foreseen, foreseeable or unidentified) incurred by BL which are attributable to Goods not complying with clause 3. 1.

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6.3 The conditions set out in clause 6 shall apply to any substitute or remedial Services and/or repaired or replacement Goods delivered by Supplier.

6.4 BL's rights under the Contract are in addition to rights and remedies implied by statute and/or common law.

## **7. BL Obligations**

7.1 Subject to Supplier's compliance with the Policies BL shall provide:

7.1.1 Reasonable access at reasonable times to BL premises for the purpose of delivering Goods and/or Services; and

7.1.2 Such information in connection with the delivery of Goods and/or Services as Supplier may reasonably request.

## **8. Price and Payment**

8.1 Prices:

8.1.1 are exclusive of value added tax (VAT);

8.1.2 relevant to Goods, are inclusive of the costs of packaging, insurance and carriage. No additional charges shall be payable by BL for Goods;

8.1.3 relevant to Services, are inclusive of all costs and expenses that Supplier may incur directly or indirectly in connection with delivery of the Services. No additional charges shall be payable by BL for Services and/or Deliverables; and

8.1.4 unless expressly stated to the contrary in the Form of Tender or Award Letter, shall be stated in GB pounds Sterling.

8.2 Supplier shall invoice BL promptly after delivery of Goods and/or Services. Supplier shall ensure that each invoice:

8.2.1 is delivered such manner as is reasonably prescribed by BL from time to time;

8.2.2 relates to the Contract and quotes relevant Purchase Order Number;

8.2.3 provides a breakdown of the Goods and/or Services delivered to which the invoice relates;

8.2.4 details the relevant Prices applicable to the supplied Goods and/or Services delivered;

8.2.5 when aggregated with all other invoices in relation to the Contract shall not exceed the Contract Price;

8.2.6 is dated on the date raised; and

8.2.7 is supported by such other information as may reasonably be required to verify its accuracy.

8.3 In consideration of the supply of Goods and/or Services by Supplier, BL shall pay invoiced amounts within 30 days of the date of an invoice rendered in compliance with clause 8 to a UK bank account nominated in advance in writing by Supplier.

8.4 Where any taxable supply for VAT purposes is made under the Contract by Supplier to BL then BL shall on receipt of a valid VAT invoice from Supplier pay such additional amounts in respect of VAT as are due and chargeable on supply of the Goods and/or Services in accordance with and subject to the provisions of this clause 8.

8.5 Supplier shall be responsible for any PAYE, income tax, national insurance contributions and any other similar imposition payable in connection with its performance of, receipts from and obligations arising under the Contract including in connection with its staff, agents and sub-contractors. Supplier shall reimburse to BL on demand in writing any sums paid by BL to HM Customs and Revenue and/or the Department for Work and Pensions (or such successor or replacement governmental department or competent authority) arising in connection with Supplier's performance of the Contract.

8.6 Invoice disputes shall be dealt with in accordance with clause 24. During any such dispute Supplier will continue to supply Goods and/or Services under a Contract until such dispute is resolved. BL shall pay any undisputed amounts invoiced in accordance with clause 8 but may withhold any amount disputed under an



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invoice pending resolution.

8.7 Interest in accordance with the Late Payments of Commercial Debts (Interest) Act 1998 on any amounts not disputed and remaining outstanding after the due payment date.

8.8 BL may at any time and without notice set-off any liability of Supplier to BL against any liability of BL to Supplier whether or not such liability is present, future, liquidated or unliquidated and whether or not it arises under the Contract. If any such liability to be set-off is expressed in a currency other than GBP Sterling then BL may convert either liability at the market rate of exchange for the purpose of set-off. Any exercise by BL of its right of set-off under this clause shall not limit or affect any other rights available to it under this Contract or otherwise.

## **9. Intellectual Property Rights**

9.1 Supplier assigns and/or shall procure the assignment to BL of all IPR in the Deliverables. Where BL reasonably requires in writing Supplier shall waive and/or procure the waiver of any moral rights existing in the Deliverables.

9.2 Supplier acknowledges and agrees that BL shall not be limited in its application of the Deliverables including by any proposed and/or intended use for them made known to Supplier in connection with the Contract.

9.3 Where Supplier engages any third party in connection with provision of the Services and/or Deliverables Supplier shall ensure that its engagement of such third party is in writing and includes an assignment or licence to the Supplier of any IPR used or created in connection with the Services and/or Deliverables sufficient to allow Supplier to meet its obligations to BL under the Contract.

9.4 Where Supplier uses any third party IPR in connection with the Services and/or Deliverables it shall ensure that it has all rights, licences and consents in such third party IPR to deliver the Services and/or Deliverables in accordance with the Contract.

9.5 Except as provided in this clause 9 neither party shall acquire any right, title or interest in the other party's IPR.

9.6 Subject to obtaining BL's prior written consent on such terms as BL reasonably determines (such consent not to be unreasonably withheld or delayed) Supplier may without charge or royalty use the Deliverables for all proper purposes in connection with marketing its services.

## **10. Indemnity - Third Party Claims**

10.1 Supplier indemnifies and shall keep indemnified BL against all liabilities, costs, expenses, damages, losses (including reasonable legal and professional fees and expenses) incurred by BL arising out of or in connection with:

10.1.1 any claim made against BL for actual or alleged infringement of any third party's IPR arising out of or in connection with the manufacture, supply or use of the Goods or receipt, use, or supply of Deliverables and/or Services (save where such claim arises in relation to content or material provided directly by BL to Supplier);

10.1.2 any claim made against BL by a third party for death, personal injury or damage to property arising out of or in connection with any defects in Goods as delivered and/or Deliverables; and

10.1.3 any claim made against BL by a third party arising out of or in connection with the supply of Goods (as delivered) and/or Services.

10.2 BL shall without delay notify Supplier in writing of any claim made in relation to which BL shall rely on an indemnity under this clause 10. BL shall not make any admissions in connection with such claim, shall allow Supplier conduct of such claim and shall provide reasonable information and assistance to the Supplier in connection with such claim provided that Supplier promptly advises BL of its requirements in that regard. Supplier shall not settle any such claim without prior written consent of BL (such consent not



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to be unreasonably withheld or delayed).

10.3 This clause 10 shall survive termination of the Contract.

## **11. General Indemnity**

11.1 Supplier indemnifies and shall keep indemnified BL against all liabilities, costs, expenses, damages, losses (including reasonable legal and professional fees and expenses) incurred by BL arising out of or in connection with:

11.1.1 any damage to BL premises buildings and/or property arising out of or in connection with Supplier's performance of the Contract (including where Supplier engages any third party in performing its obligations under the Contract); and

11.1.2 any loss of, destruction or irreparable damage to BL data;

in each case to the extent that such damage is not caused by negligence on behalf of BL.

11.2 This clause 11 shall survive termination of the Contract.

## **12. Liability**

12.1 Supplier shall be responsible for any of its property, tools, equipment and vehicles stored or left at BL's premises in connection with or during performance of its obligations under the Contract. Such property, tools, equipment and vehicles are stored or left at Supplier's risk.

12.2 Subject to clause 12.5 BL's maximum aggregated Liability to Supplier under the Contract shall not exceed the total amount payable under the Contract in respect of Goods and/or Services delivered in accordance with the Contract together with any interest payable in accordance with clause 8.6.

12.3 To the fullest extent permitted at law neither party shall be liable to the other for consequential, indirect, special or exemplary damages including damages for loss of profits, business or anticipated benefits howsoever arising including under contract tort and negligence, whether or not such damages are anticipated, foreseen or reasonably foreseeable.

12.4 Each party shall take reasonable steps to mitigate and minimise any damage suffered by it and in relation to which it may bring a claim against the other under the Contract.

12.5 Nothing in these Conditions shall exclude or limit the liability of a party for:

12.5.1 death or personal injury; or

12.5.2 fraud or fraudulent misrepresentation; or

12.5.3 any other matters for which liability cannot be excluded or limited at law.

## **13. Insurance**

13.1 Supplier shall put in place and maintain in force with a reputable insurance company insurances sufficient to cover any and all risks and liability that may arise to Supplier under or in connection with the Contract during the Contract and for a period of not less than 7 years following termination of the Contract including:

13.1.1 for Services, professional indemnity insurance for an amount not less than £500,000;

13.1.2 public liability insurance for an amount of not less than £ 5,000,000; and

13.1.3 employers' liability insurance for an amount of not less than £5,000,000;

in each case per occurrence or series of occurrences from any one event.

13.2 Supplier shall produce to BL copy insurance certificates , schedules and receipts for premiums in respect of each insurance on or before the Commencement Date, following any change in insurance cover and where reasonably requested in writing by BL.

## **14. Confidentiality**

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14.1 During the Contract and for a period of three years following its termination each party undertakes to the other:

14.1.1 to treat the other's Confidential Information in the same secure manner as it treats its own Confidential Information;

14.1.2 not to disclose to any person the other party's Confidential Information other than those of its officers, employees, advisers and sub-contractors as need to know to perform obligations and receive benefits under the Contract or as may be required at law by any governmental or regulatory body; and

14.1.3 not to use the other's Confidential Information for any purpose other than to perform its obligations or enjoy its rights and benefits under the Contract.

## **15. Termination**

15.1 Without affecting any other right available to it BL may terminate the Contract:

15.1.1 with immediate effect by notice in writing if BL reasonably determines: that Supplier has committed a material breach of the Contract which if capable of remedy Supplier fails to remedy to the reasonable satisfaction of BL within 14 days of receipt of a notice requesting remedy of such breach; or that Supplier has committed more than one breach of the Contract which BL reasonably determines shall adversely affect BL's enjoyment of its benefits under the Contract.;

15.1.2 if Supplier: suspends or threatens to suspend payment of its debts; is unable to pay its debts as they fall due or is deemed unable to do so or has no reasonable prospect of doing so; enters into negotiation with any of its creditors with a view to re-schedule its debts; makes any compromise or arrangement with any of its creditors regarding any of its debts; takes any steps or has any steps taken against it for its winding-up; or takes any steps or has steps taken against it for the appointment of a liquidator, receiver, administrator, or trustee in bankruptcy.;

15.1.3 if Supplier undergoes a change of control as defined in section 1124 Corporation Tax Act 2010;

15.1.4 if following a financial due diligence review undertaken at any time by BL the result of which BL reasonably determines that the Supplier's ability to perform and comply with the Contract is adversely affected; and

15.1.5 if Supplier acts or fails to act in a manner which may in BL's reasonable opinion damage BL's reputation which may include breach or allegation of breach of any law, regulation or commission or alleged commission of any criminal offence.

15.2 BL may terminate the Contract at any time for convenience by three months' written notice to Supplier to terminate the Contract.

15.3 Supplier may terminate the Contract with immediate effect by notice in writing to BL for non-payment if payment under the Contract remains outstanding for a period of 90 days from its due date. This clause shall not apply where the non-payment arises due to any right exercised by BL in accordance with the Contract.

## **16. Consequences of Termination**

16.1 Termination shall not affect rights, remedies and obligations accrued or arising prior to termination.

16.2 Provisions expressed, intended, required or implied to take effect on or continue to apply following termination shall so take effect or continue to apply.

16.3 Subject to Supplier complying with clause 12.4, where BL terminates the Contract pursuant to clause 15.2 BL shall pay Supplier's reasonable and proper unavoidable costs connected with delivery of Goods and/or Services as evidenced to BL's reasonable satisfaction. In no circumstances shall the sum payable under this clause exceed an amount pro-rated to the Contract Price.

16.4 Each party shall return to the other any Material in its possession at termination belonging to the other.

16.5 Supplier shall cease to represent itself as being in any way connected with BL.

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16.6 Subject to BL complying with clause 12.4, without limiting or restricting any other right or remedy available, where BL terminates the Contract pursuant to clause 15.1 it shall be entitled to recover from Supplier all costs and expenses (including legal, professional and administrative costs) reasonably incurred by it in making alternative arrangements for the supply of substitute goods and/or services for the Goods and/or Services for a period equivalent to the duration of the Contract had it not been terminated. Supplier shall be responsible to pay to BL any difference in price or fees between the Goods and/or Services and the substitute goods and/or services where there is an increase suffered by BL.

## **17. General Warranties**

17.1 Each party warrants to the other that it has full power to enter into the Contract and perform its obligations under the Contract.

17.2 Supplier warrants that it is duly and properly registered with HM Revenue and Customs and the Department for Work and Pensions (or in each case its successor or replacement governmental department or competent authority) for all purposes in connection with the Contract.

17.3 Supplier warrants that it has paid and undertakes to pay all tax of any nature together with any other similar imposition, including national insurance contributions, when due arising in connection with its receipts from the Contract.

17.4 Supplier warrants that it and, so far as it is aware to the best of its knowledge, Associated Persons:

17.4.1 has not committed any offence under the Bribery Act 2010 or other offence under common law or legislation concerning fraudulent acts and has not carried on any activity or practice which could constitute any such offence if such activity had been carried out in the UK;

17.4.2 is not and has not been subject to any investigation, inquiry or proceedings regarding any such matter; or

17.4.3 is not and has not been listed by any government department, agency or body as being debarred, suspended or threatened with or proposed for debarment or suspension or otherwise ineligible for participation in any government procurement programme or contracts on any grounds.

17.5 If during the Contract either party becomes aware of any changes that would prevent the warranties in this clause 17 being repeated then such party shall promptly notify the other party of the same.

## **18. Audit**

18.1 Supplier shall keep and maintain until six years after the Contract has terminated full and accurate records of the Contract and Suppliers performance of it including Goods and Services provided, payments received under it and arrangements with any third party in connection with the Contract.

18.2 Supplier shall on request from BL allow reasonable access to its premises and records to BL or persons acting on behalf of BL for any and all proper purposes of BL in connection with the Contract.

## **19. Data Protection**

19.1 Under the Contract it is possible that the parties may come into possession of personal data in the performance of its obligations. Each party undertakes to process such personal data in a manner compatible with the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 (GDPR) and relevant regulations and secondary legislation.

19.2 Where one party comes into possession of personal data of the other it shall act as if it was a full data processor of the other party, duly appointed, and shall act in compliance with all applicable legislation and regulations and the parties shall further regulate and document the relationship between them with regard to such personal information.

19.3 For the purposes of this clause 19, 'personal data' and 'data processor' shall each have the meaning given in GDPR.

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## **20. Freedom of Information**

20.1 BL is subject to the Freedom of Information Act 2000 (FOIA). Supplier shall promptly provide all necessary assistance as reasonably required by BL to enable BL to comply with the FOIA.

## **21. Prevention of Tax Evasion**

21.1 Supplier shall:

21.1.1 not engage in any activity, practice or conduct which would constitute: (i) a tax evasion offence under any UK law or under the law of any foreign country (Tax Evasion Offence); (ii) a UK tax evasion facilitation offence under section 45(1) Criminal Finances Act 2017 (CFA); or (iii) a foreign tax evasion facilitation offence under section 46(1) CFA;

21.1.2 have and maintain in place throughout the duration of the Contract such policies and procedures as are reasonable, determined in accordance with any guidance issued under section 47 CFA from time to time, to: (i) prevent facilitation of tax evasion by another person including Associated Persons; and (ii) prevent a Tax Evasion Event;

21.1.3 promptly report to BL any request from a third party to facilitate tax evasion within the meaning of Part 3 CFA;

21.1.4 within 6 months of the Commencement Date and thereafter during the continuation of the Contract certify in writing to BL compliance with this clause 21 by the Supplier and its Associated Persons.

21.2 Supplier shall ensure that Associated Persons participate in matters in connection with the Contract on the basis of a written agreement imposing obligations on such Associated Persons equivalent to those of the Supplier under this clause 20 (Relevant Obligations). Supplier shall be responsible to BL for any breach of the Relevant Obligations by such Associated Persons.

## **22. Prevention of Bribery**

22.1 Supplier shall and shall ensure that's its Associated Persons shall:

22.1.1 not act or omit to act in any way which is, or would be if carried on in the UK, an offence under the Bribery Act 2010 (BA);

22.1.2 have in place and comply with policies and procedures to ensure compliance with the BA including having in place adequate procedures to prevent bribery;

22.1.3 promptly report to BL any request or demand for an undue, financial or other advantage of any kind received by Supplier or its Associated Persons in connection with the performance of the Contract;

22.1.4 promptly report to BL any gift or offer to give any financial or other benefit or advantage to BL or BL's Associated Persons in connection with the Contract or performance of it from or by the Supplier or its Associated Persons.

## **23. Compliance with Anti- Slavery and Human Trafficking Laws**

23.1 In performing its obligations under the Contract, Supplier shall:

23.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;

23.1.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;

23.1.3 include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this clause 23;

23.1.4 notify BL as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract; and

23.1.5 maintain a complete set of records to trace the supply chain of all Goods and Services provided to BL in connection with this Contract; and permit BL and its third party representatives to inspect Supplier's

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premises, records, and to meet Supplier's personnel to audit Supplier's compliance with its obligations under this clause 23.

23.2 Supplier represents and warrants that at the date of the Contract it has not been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

23.3 BL may terminate the Contract with immediate effect by giving written notice to Supplier if Supplier commits a breach of this Clause 23.

## **24. Force Majeure**

24.1 Neither party shall be liable for any breach of its obligations under the Contract resulting from an event of Force Majeure.

24.2 A party affected by an event of Force Majeure shall immediately inform the other party.

24.3 The parties shall consult in good faith and use reasonable endeavours to agree appropriate action to mitigate the effects of the event of Force Majeure and to facilitate performance of the Contract.

24.4 As soon as an event of Force Majeure ceases the party affected by it shall notify the other following which the Contract shall be performed in accordance with its terms with such adjustment to Delivery Dates as may be reasonably required to take into account the duration of the event of Force Majeure.

24.5 Where an event of Force Majeure subsists for more than 30 days the party not prevented from performance of its obligations under the Contract may terminate the Contract with immediate effect by written notice to the other party to that effect.

## **25. Dispute Resolution**

25.1 The parties will attempt to resolve any dispute relating to or arising from the Contract promptly by negotiation.

25.2 If such dispute is not resolved within a reasonable period in consideration of its subject matter then either party may refer the matter for non-binding mediation in accordance with the Centre for Dispute Resolution (CEDR) model mediation procedures. The referring party shall notify the other party of such referral at the same time as making the referral for mediation.

25.3 If the dispute is not resolved within three calendar months from the date of referral to mediation then either party may then commence court proceedings for the dispute to be determined.

## **26. General**

26.1 **ANNOUNCEMENTS** - Supplier shall not make, or allow any person to make, any public announcement concerning the subject matter or terms of the Contract, wider transactions contemplated by it or the relationship between the parties without BL's prior written consent (such consent not to be unreasonably withheld or delayed).

26.2 **ENTIRE AGREEMENT** - The Contract constitutes the entire agreement and understanding between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understanding between them, whether written or oral, relating to its subject matter. Each party confirms to the other that it has not relied on any representation or warranty other than those expressly set out in the Contract. Except in the case of fraud or fraudulent misrepresentation each party waives all rights that it may have against the other in respect of any such warranty or representation not expressed in the Contract. Terms and conditions stated in the Suppliers documentation shall not form part of the Contract.

26.3 **CONFLICT** - If there is a conflict or inconsistency between these Conditions and the Form of Tender, the Form of Tender shall prevail.

26.4 **ASSIGNMENT** - Supplier shall not assign transfer or otherwise deal with or declare a trust over any of

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its rights and/or obligations under the Contract without BL's prior written consent (such consent not to be unreasonably withheld or delayed).

**26.5 NOTICES** - Notices and other formal communications under the Contract (excluding service of court proceedings) may be delivered in person, by first class post or by email at the address given in the Award Letter for the respective party marked for the attention of

for BL: Head of Procurement

for Supplier: Account Manager – British Library

Notices shall be in the English language and deemed received two Business Days after sending to the appropriate address.

**26.6 WAIVER** – No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercises of that or any other right or remedy. A waiver of any right or remedy under the Contract or by law shall only be effective where and to the extent expressly given in writing and such written waiver shall not be deemed to waive any subsequent right or remedy.

**26.7 THIRD PARTY RIGHTS** – No person other than a party to the Contract shall have any right to enforce the terms of the Contract.

**26.8 SEVERANCE** – If any provision or part provision of this Contract is or becomes invalid, illegal or unenforceable it shall be deemed deleted and the validity and enforceability of the remainder of the Contract shall not be affected.

**26.9 NO PARTNERSHIP** – Nothing in the Contract is intended to or shall create a contract of employment, partnership, agency or joint venture between the parties. Neither party is authorised to act in the name or on behalf of the other party.

**26.10 VARIATION** – No variation of the Contract shall be effective unless agreed in writing between the parties.

**26.11 LAW AND JURISDICTION** – The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the courts of England in relation to such disputes or claims.

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### **APPENDIX 3**

#### **SCHEDULE OF CONTRACT DOCUMENTS**

The schedule of contract documents are set out in date order below.

- Online ITT documents published on the Delta eSourcing Portal on 22nd November 2024 from the British Library to BVA BDRC.
- Tender response dated 15<sup>th</sup> January 2025 from BVA BDRC to the British Library.
- This Award Letter dated 5<sup>th</sup> February 2025.



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**APPENDIX 4**  
**AWARD ACKNOWLEDGEMENT**  
**CONTRACT AWARD LETTER FOR: AUDIENCE RESEARCH**  
**CONTRACT REFERENCE NUMBER: 002494**

- We will undertake the work in full and complete accordance with this letter at the rates as detailed within the letter.
- We understand that the terms and conditions attached as Appendix 2 of this letter, and already in our possession, are the only terms and conditions acceptable to the British Library. We withdraw our own terms in favour of these terms and conditions.

By signing below the parties hereby accept and agree the Terms & Conditions of this letter.

duly authorised to sign for and on behalf of the British Library:	
Signature:	<div>DocuSigned by: <i>Kevin Whitaker</i> EF9FB4E8AF6841A...</div>
Name:	Kevin Whitaker
Role:	Head of Supply Chain Management
Date:	25.02.2025   09:27 GMT

duly authorised to sign for and on behalf of BVA BDRC	
Signature:	<div>Signed by: <i>Nathaly Kambakara</i> AA48512CB78C49D...</div>
Name:	Nathaly Kambakara
Role:	Associate Director
Date:	10.03.2025   12:25 GMT