

The Knowledge Partnership: Terms and Conditions

1. DEFINITIONS AND INTERPRETATION

In these Terms and Conditions, the following words shall have the following meanings:

- 1.1 **Agency** - The Agency is **The Knowledge Partnership (TKP)** whose registered office is 14 Beech Hill, Otley, West Yorkshire, LS21 3AX. **The World 100 Reputation Network (The World 100)** is a university membership group, owned and run by The Knowledge Partnership, which the Agency also produces services and research for. World 100 staff are all part of TKP.
- 1.2 **Client** - The organisation purchasing products, services or research, whose details are set out in the Proposal or order form.
- 1.3 **Nominated Individual** - The person named on the order form or Proposal and nominated to have access to and responsibility for services provided by the Agency.
- 1.4 **Proposal** - outlines the specific details of the Services, which The Knowledge Partnership proposes to undertake for the Client subject to these Terms and Conditions.
- 1.5 **Services** - Any project, product, services or research commissioned by the Client to be provided by the Agency, as set out in the Proposal.
- 1.6 **A Research Service** - a service which involves the provision of primary and/or secondary research data (for example interviews, surveys, focus groups, web research). It is not the provision of consultant led workshops or consultant advice.
- 1.7 **Syndicated Reports** - research produced and owned by the Agency and sold to multiple Clients. Each report may, or may not, be customized to client needs, as set out in the Proposal.

2. OBLIGATIONS AND RESPONSIBILITIES OF THE AGENCY

- 2.1 The Agency shall supply the Client with the Services described in the Proposal in accordance with the Terms and Conditions defined herein.
- 2.2 The Proposal will set out the Services to be delivered by the Agency and associated matters and may vary these Terms. Any variation should be subject to mutual agreement.
- 2.3 All Research Services provided pursuant to the Proposal shall be performed in accordance with the general principles of the profession, as described in the ICC / ESOMAR International Code of Marketing and Social Research Practice, the Market Research Society (MRS) Code of Conduct and the Data Protection Act 2018 and General Data Protection Regulations (GDPR), 2018. The Knowledge Partnership Privacy Notice for Primary Market Research Projects can be accessed from our website (<http://www.theknowledgepartnership.com/privacy-policy/>) or you can request a copy at the time of project commission.
- 2.4 The Services will be delivered with reasonable skill and care. The Agency will form a Project Team, to include individuals named in the Proposal. The Agency may substitute any who are named for others of equal or similar skills.
- 2.5 The Agency shall have the right to appoint sub-contractors to assist in delivering the Services. Where appointed, the Agency may share confidential information with sub-contractors for all purposes about the Services. The Agency shall accept responsibility for the sub-contractor

activities which form part of the Services. and ensure they comply with all relevant principles of the profession and Data Protection Regulations.

- 2.6 The Agency may acquire Confidential Information concerning your business or affairs while delivering the Services. We will preserve its confidentiality and we will not disclose it beyond the Project Team unless permitted by you. The Agency will comply with the confidentiality standards of the MRS and we will adhere to the confidentiality restrictions imposed on us by English law.
- 2.7 Any advice, opinion, statement of expectation, forecast or recommendation supplied by the Agency shall not amount to any form of guarantee that the Agency has determined or predicted future events or circumstances.
- 2.8 The Agency will own and keep all original data related to the Project (e.g. databases, results) for a period of one year after completion of the Project. During this period, the Agency will be responsible for the safe keeping and confidentiality of all material. After this period, all material may be destroyed by the Agency without reference to the Client.

3. OBLIGATIONS AND RESPONSIBILITIES OF THE CLIENT

- 3.1 All Services provided by the Agency are for use by the Client and, if necessary, its Associates (comprising the Client's colleagues, marketing and advertising consultants and other relevant and duly authorised consultants and advisors) exclusively, unless otherwise stated in the Proposal. In respect of Service deliverables, the Client may not, without advance written permission of the Agency: offer any part of the Services for resale; re-purpose or re-distribute any part of the Services; share any part of the Services outside of the Client organisation; publish or put in the public domain any part of the Services
- 3.2 Where Service deliverables are shared, the Nominated Individual retains responsibility for all activity and must ensure that all Obligations and Responsibilities are met.
- 3.3 The Client must notify the Agency if a transfer of Nominated Individual is required due to the following circumstances: a change of job role; leaving the Client organisation; taking a period of extended leave or absence.
- 3.4 Generally, the Agency will not pass on any personally identifying data to the Client, except where agreed in the Proposal. In cases where personally identifying data is provided to the Client, the only permitted uses are the ones previous agreed in the Proposal, and the Client becomes the Data Controller (as defined under the Data Protection Act 1998).
- 3.5 The Client agrees to inform the Agency promptly should the Client become aware that any personal information provided to us was inaccurate and further to indemnify the Agency for any loss, costs, damages or distress caused to any person arising out of the Agency's reasonable reliance upon the accuracy of the information provided.

4. DELIVERY OF SERVICES

- 4.1 The Agency is unable to commence work on a project in advance of a properly authorised written order from the Client with a reference number if required. If delays in supplying the order are incurred, we cannot be held responsible for project deadlines overrunning because of this initial delay.
- 4.2 The Proposal will specify the scope of the project and the Service deliverables (such as a presentation, summary report, etc.).

- 4.3 If the Client requests extensions to the scope of the Services set out in the Proposal, these will be subject to additional charges. These will be specified in writing and added to the final invoice.
- 4.4 The Agency anticipates that all data supplied by the Client is correct and cannot be held responsible for conclusions drawn against data that subsequently is identified as inaccurate. Any reworking of client data owing to errors or omissions will be subject to additional charges.
- 4.5 The Client acknowledges and agrees that, for Services which require market research samples, it is not possible in all circumstances for the Agency to predict accurately the number of complete responses it will achieve for each questionnaire or the number of people who will accept an invitation to participate in a group. The Agency uses its market research experience to estimate the number of responses it will receive but accepts no liability whatsoever if it fails to achieve the number estimated.
- 4.6 Where Services set out in the Proposal rely on Client participation (for example to provide sample or send invitations), the Agency will provide necessary information to Clients (including progress), but cannot be held responsible for Clients who do not meet expected targets.
- 4.7 For Syndicated Reports, the Agency reserves the right to edit all aspects of the research at any time.

5. PRICES & PAYMENT

- 5.1 Unless otherwise stated, prices quoted in the Proposal are exclusive of VAT.
- 5.2 Prices are valid for projects commissioned within 60 days of the proposal.
- 5.3 If Client commissions only a part of a proposal, TKP reserves the right to re-quote to compensate for reduced economies of scale.
- 5.4 Where required, travel by public transport including taxis, meals and hotels will be recharged at cost. Car travel is charged at 50p per mile.
- 5.5 Unless stated otherwise in the Proposal, the Client will be invoiced in three instalments; on commission, at an agreed mid-point and the balance (plus expenses or other direct costs) two weeks after dispatch of a final report or presentation.
- 5.6 Our payment terms are 28 days and as a small business we ask you to respect this condition.
- 5.7 If interim invoices are not paid within 42 days we will inform the project manager that work on the project will be suspended until payment has cleared.
- 5.8 All payments should be through BACs unless otherwise agreed. If payment is made by cheque a handling fee of £10 will be added to the final invoice for each payment.
- 5.9 All payments must be in Sterling or the currency prevailing in the UK at the time. Any costs in converting currency to Sterling will be the responsibility of the Client. The Agency reserves the right to adjust the final fee in line with any exchange rate fluctuation during the Service.
- 5.10 In the event of changes or delays due to action or failure on the part of the Client, the Agency reserves the right to charge the Client for any consequential loss or damages arising in addition to the full Fee.

6. CANCELLATION

- 6.1 Each party shall be entitled to terminate this agreement forthwith if either party breaks an essential obligation entered into under this agreement that is not capable of remedy or, if capable, shall not have been remedied within a reasonable time of receiving a written notice from the other party.
- 6.2 This agreement shall terminate, without notice, (i) upon the institution by or against either party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of either party's debts, (ii) upon either party making an assignment for the benefit of creditors, or (iii) upon either party's dissolution or ceasing to do business.
- 6.3 In the event of termination where the essential obligation is broken by the Client then the Agency reserves the right to invoice for the full fee as if the Service had been fully delivered.
- 6.4 In the event of a termination by the Client after the formal acceptance of the Proposal (e.g. written approval or PO) but before commencement, the Agency may impose a cancellation charge up to 25% of the total quoted fee.
- 6.5 In the event of a cancellation of a Syndicated Report project by the Client after the commencement, no refunds will be due, and all fees are payable and access to data and reports will remain unchanged for the duration of the contracted period.
- 6.6 In the event of a cancellation of a Syndicated Report project by the Agency all access will be terminated, and the Agency will refund the Client for the pro-rata terminated period for which Services will not been supplied. The Agency accepts no liability for costs, losses or damages arising from a discontinuation of such Services.

7. PROJECT DISCLOSURE

- 7.1 By commissioning the Agency, the Client authorises the Agency to disclose that it has performed work (including the Services) publicly. The Client may be mentioned by name, and its logo used, and the Agency may indicate the general nature of the Services provided.
- 7.2 For Syndicated Reports, the names of Clients who have signed up may be used for the purposes of selling further copies. Current, or commercially sensitive, data will not be shared as part of the marketing process, except in demonstrating Syndicated Reports to possible new clients, with their having signed a non-disclosure agreement.

8. INTELLECTUAL PROPERTY

- 8.1 The copyright of questionnaires, models, scripts, non-proprietary software and other written material used in the project remain the property of the Agency. The Client undertakes to use their best endeavours to protect and preserve this property right.
- 8.2 The client may reproduce any reports or other artefacts produced as part of a project for internal use without permission, provided that The Knowledge Partnership is referenced.
- 8.3 If reports are supplied to the client in electronic format and are subsequently reproduced by the client or its partners (either in part or in total) for internal use they must not be altered or amended in any way so as to materially affect the meaning or context.

9. EXTRANEOUS FACTORS AND EVENTS

- 9.1 Neither the Agency nor the Client shall be deemed liable to the other for any delay in performance or any non-performance of any of its obligations to the extent that the delay or

non-performance is due to any circumstances beyond its reasonable control including illness, weather limitations, transport strikes, and so forth.