

CALL FOR PROPOSALS

Guidelines for applicants



September 2021

Guidelines for applicants (Updated September 2021)

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1. Overview

The Small and Growing Business (SGB) Evidence Fund is a joint effort of the International Growth Centre (IGC) and the Aspen Network for Development Entrepreneurs (ANDE). It aims to use practitioner-researcher collaboration to develop a leading repository of knowledge on interventions that stimulate growth of SGBs through improvements in firm productivity and performance, and insight on the economic and social impacts of SGB growth. This research initiative will cover interventions that aim to address constraints to capital, labour, and efficiency – the key factors determining productivity growth – and aims to understand the impact productivity gains have on job creation, job quality, and poverty alleviation. An overview of the existing evidence in this area and SGB Evidence Fund’s research agenda can be found [here](#). By pairing rigorous research with practical needs, SGB Evidence Fund will accelerate learning in the sector and inform and influence the thinking and practice of practitioners, researchers, policymakers, and funders on the most effective ways to support SGB growth.

For purposes of this research initiative, SGBs are defined as commercially viable businesses with five to 250 employees that have significant potential and ambition for growth. They are more than livelihood-sustaining small businesses but, unlike many medium-sized firms, frequently lack access to the financial and knowledge resources required for growth. They typically seek growth capital from \$20,000 to \$2 million. SGBs have a significant role to play in accelerating economic development – they create jobs, as well as goods and services that benefit all sectors of society. SGBs create a pro-growth business environment and instil a spirit of entrepreneurship that can transform the economic structure of developing countries. They also promote shared prosperity, which is essential to the growth of the middle class, and inclusive, sustained growth that enables developing countries to achieve their long-term economic goals.

SGB Evidence Fund’s thematic focus in 2021

We welcome proposals on any topic related to growth and productivity of SGBs in Africa, South Asia and Latin America. In 2021, we are particularly interested in projects that focus on the effectiveness of business accelerators and incubators. Targeted projects would: (i) offer insight into the specific programme design components of accelerator/incubator programmes that lead to higher success rates in different contexts and (ii) examine the different effects of selection approaches on the one hand and post-selection support interventions on the other.

There will also be priority given to proposals that examine issues around gender and SGBs (for example, gaps in financing between male and female entrepreneurs), and in particular proposals on this topic from researchers affiliated with institutions in Latin America and Sub-Saharan Africa.

The proposals should aid in our understanding of if and how accelerators/incubators lead to higher survival rates or faster growth of SGBs and identify which components of the bundle of services offered by accelerators/incubators are most important in generating positive outcomes. Because our aim is to generate policy-relevant knowledge, projects must be based on designs that allow credible causal estimates and that take into account how specific outcomes depend on the context in which the accelerator/incubator operates. Research in this area will need to address the challenges posed by variation in the bundle of services offered across accelerator and incubator programmes, and the difficulties in separating out the effect of selection approaches on the one hand, and components of the bundle of services used to support firms (which may include group training programmes, individualised consulting, network development, peer-to-peer learning, and mentoring) on the other hand. This research may also examine not only aggregate benefits to supported SGBs but also the distribution of these benefits among different SGBs, as recent work on accelerators indicates a large proportion of benefits going to a small number of participating SGBs.¹

We also welcome proposals on other topics related to SGB growth and impact, including:

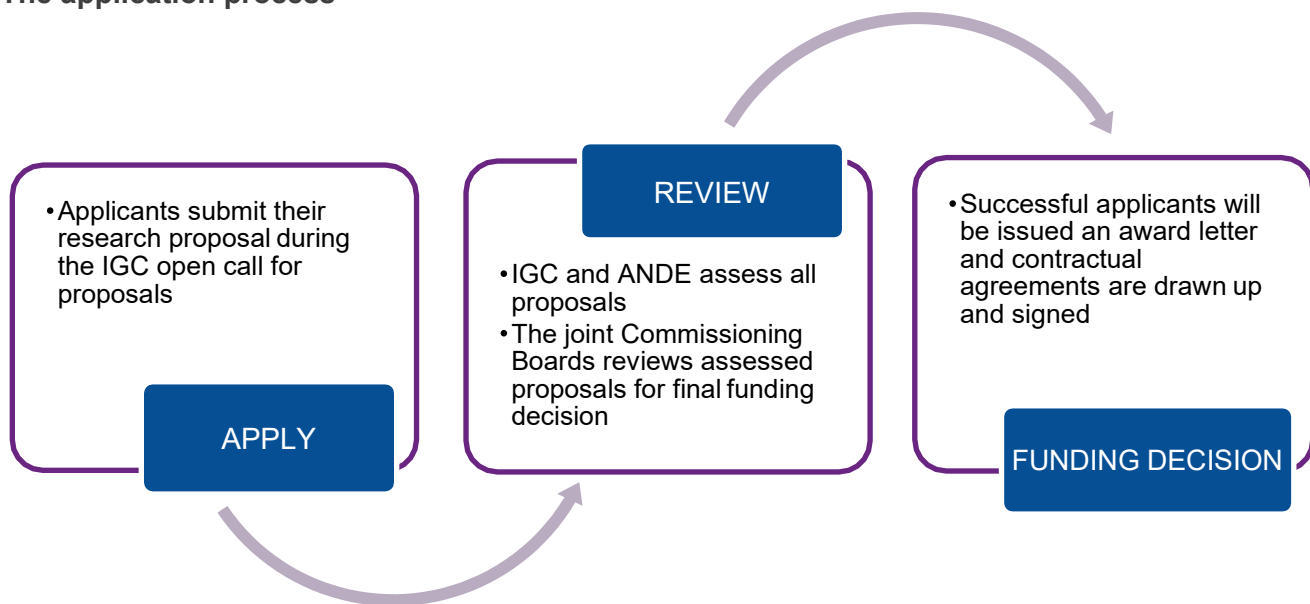
- The effect of peer learning, mentoring, or other information sharing mechanisms among firms

¹ See: Lall, Saurabh and Roberts, Peter, *Observing Acceleration* (2019), available at <https://www.palgrave.com/la/book/9783030000417>

- The effect of new models of finance on SGB growth, in particular the impact of different types of capital on different SGB segments ([see this report](#) for an example of a finance segmentation framework)
- Programmes that link SGBs to procurement by the public sector or large private firms
- The importance of management training in improving productivity and allowing SGBs to scale up
- The economic and social impact of SGB growth, including job creation, poverty alleviation, and social benefits from access to beneficial products or services.

A [high-level overview](#) of survey data gathered by the Global Accelerator Learning Initiative (GALI) on over 13,000 ventures applying to over 175 accelerator programmes can be consulted to prompt proposal thinking in this area, and the [anonymised dataset](#) is available for download for interested researchers. This dataset may enable researchers to develop relevant contextual benchmarks for their findings or to identify trends that can be further tested through a new research proposal.

The application process



We strongly encourage applicants to give detailed and accurate information in their application. Incorrect information on your application, costs which do not adhere to SGB Evidence Fund guidelines, and negotiations with institutions regarding the Terms and Conditions can all lead to contracting delays.

While the SGB Evidence Fund recognises the need to adapt research plans to current country situations, please note that significant post-award changes to research proposals may result in delayed contracts.

For projects based in IGC partner countries, we strongly recommend researchers discuss their proposal with the relevant IGC partner country team. For institutionally managed projects, we recommend researchers to discuss their proposal with their pre-awards department.

Evaluation criteria

IGC and ANDE will assess research proposals against the following criteria:

- The extent to which the proposed research is innovative and contributes to substantive creation of knowledge, specifically helping to expand and strengthen the existing relevant literature on growth and development.
- The potential for policy influence from the research, reflecting both the importance of the policy target and the current and future engagement with relevant policymakers.

- The calibre of the research teams and contribution to local capacity.
- Value for money.

2. Management body

A project can either be managed by an **institution’s research department** or by an **individual researcher**. For an institutionally managed project, it is the institution (university, NGO, etc.), not the Principal Investigator, who will be managing the grant funds. For individually managed projects, the Principal Investigator is in charge of managing the grant funds, including fronting the costs for expenses, etc. The IGC and its country offices do not count as managing institutions. Wherever feasible, the IGC strongly recommends contracting through institutions. In particular, individual contracts with significant data collection expenses should be avoided, due to the heavy reconciliation burden this creates on the IGC finance team.

Grant management

Institutionally managed projects

- The IGC (LSE) will contract the institution to manage the administration of the funds awarded to the project.
- The institution will be paid directly upon the submission and approval of agreed outputs. Institutions are required to submit a final “Financial Statement and Summary” at the end of the project and keep records of project expenditure supporting this statement.
- The research proposal must include details of the institutional signatory, who is the individual responsible for signing the finalised contract on behalf of the institution (note: this cannot be an individual also responsible for conducting research on the project).

Individually managed projects

- The IGC (LSE) will contract all individuals that will receive fees and/or be reimbursed for expenses during the project.
- Fees will be paid upon submission of agreed and approved outputs.
 - At least 20% of fee days in a contract will only be reimbursed after the final project output is reviewed and approved by IGC.
 - Individuals must submit an ‘Invoice for services’ claim via our online system in order for fee payments to be made. Further details on this process are included in the contract.
- Expenses will be paid as incurred upon the submission of an Expense Claims Form and scans of receipts.
 - The form and receipts should be submitted by the Principal Investigator.
 - All travel expenses must be in line with the IGC Travel Policy.
- The Principal Investigator is responsible for managing the grant, including ensuring there are sufficient funds to cover the cost of expenses (eg. flights, hotels, survey costs, etc), which will be reimbursed in arrears.

3. Budgets and remuneration

In all budget categories, applicants should bear in mind that **'value for money'** is one of the SGB Evidence Fund evaluation criteria.

If your project is funded by the SGB Evidence Fund and we have approved the submitted budget, it will not be possible to move funds across the fees and expenses categories in the course of the project. However, SGB Evidence Fund rules do allow for some flexibility in shifting funds between budget items within those two broad categories. Please note that those changes will need to be justified in the 'Financial Statement and Summary' at the end of the project.

Fees

Proposals can include Principal Investigator remuneration where this is not covered from other sources. However, the SGB Evidence Fund is committed to ensuring value for money and typically does not approve over 22 days of fees for the Principal and Co-investigator(s).

Fee rates in all budget proposals should comply with the guidance and figures set out in the **SGB Evidence Fund pay matrix** (see annex 2). As per the Terms and Conditions of the award, both individuals and institutions will be contractually bound to keep accurate and systematic accounts, files and records (which must clearly identify the basis upon which charges have been calculated), and which can be made available for audit as required.

For all fees that are part of the budget, we will not provide funds for employment benefits.

Expenses

The SGB Evidence Fund follows equipment procurement guidelines from the funder. All procurement of equipment must be undertaken with good value for money in mind and all procurement must be conducted in a fully transparent manner.

Services

For any service (such as a firm hired to conduct a survey) included in the budget amounts to £8,000 or more, researchers are encouraged to obtain competitive quotes in order to ensure value for money. For auditing purposes, the Principal Investigator/ institution should retain all receipts from all service providers.

Travel costs

Please consult the SGB Evidence Fund travel policy in annex 4 when composing your detailed budget for your application to ensure that it is in line with SGB Evidence Fund guidelines and for more information on the reimbursement process.

Overhead

If a project will be administered through an **institution**, overhead can be paid but is **capped at a maximum of 15%** of the total direct costs specific to the project. Please note that the SGB Evidence Fund defines an institution as an organization occupying a physical space where it is located, and that actively incurs costs (such as rent and services) which are consistent with overhead costs. The proposal's budget should reflect this as appropriate. Please note that only institutions can apply for an overhead recovery.

4. Timeline of outputs: reporting and disbursements

You will be asked to provide a project timeline. In your timeline, you will be asked to estimate **when** you expect to need your requested budget. Providing accurate and detailed information in the application will allow us to better match grant disbursements to your needs and to match payments to major blocks of research activity. The SGB Evidence Fund will disburse funding in different ways, depending on if your project is managed by an institution or individual. Disbursement of all funds will be conditional upon the quality review and approval of all deliverables.

It is the Principal Investigator's responsibility to notify the IGC of any project delays or research plan changes as soon as possible. Failure to do so may lead to payment delays and even threaten overall project success.

Types of outputs

Most projects have 3 - 4 outputs, depending on project length and requested budget amount. Typical deliverable outputs for projects include:

- **First output** (max. 30% of the project budget)
 - Project Influence Plan
- **Interim output(s)**
 - Progress report(s)
- **Final outputs** (min. 20% of the project budget)
 - This could include either an academic article suitable for publication in a peer-reviewed journal or a final report detailing the project findings and results
 - a 2-3 page IGC policy brief based on the findings of the research
 - Project Influence Report
 - IGC Blog post
 - Financial statement and summary (only for institutionally managed projects)

The IGC has an overarching aim of taking research into policy, thus SGB Evidence Fund funded projects require a **Project Influence Plan** at the start of the project and a **Project Influence Report** at the end. These will help the IGC assess the planned and achieved impact on policy for each project. The Policy Influence Plan seeks to identify which mechanisms and steps the project will employ to influence policy, while the Project Influence Report seeks to provide an account on the extent and ways the project achieved policy impact.

5. Engaging policymakers through the IGC

Achieving policy impact is a central part of the IGC's purpose. Investigators receiving funding can make use of IGC country offices that are uniquely placed to support policymaker engagement for your project. The country teams are able to provide dedicated support for policy engagement, facilitating meetings with policymakers and key stakeholders, and providing feedback on project outputs. Investigators are encouraged to:

- Maintain contact with the relevant IGC country team(s) and explore opportunities to collaborate.
- Engage with policymakers in IGC partner countries within the context of the IGC's work. This could entail taking part in IGC-organised country visits, conferences and workshops, as well as direct interaction in person or remotely with policymakers, in coordination with the IGC country offices.
- Work with the IGC hub on communicating the results of the research to a broader stakeholder audience, including blogs.
- Involve researchers' resident in IGC partner countries in their work where possible.

6. Terms and conditions

Please find in annex 5 The LSE's Standard Sub-contractor Terms and Conditions for the IGC, which forms part of all awards to institutions and contracts to individuals. A copy of the LSE's Standard Sub-contractor Terms and Conditions for the IGC will be sent to all successful project applicants with their contracts.

We strongly advise researchers on institutionally managed projects to send a copy of these Terms and Conditions to their institutional signatory as soon as possible to avoid contracting delays. Please note that amendments to these terms and conditions are only agreed to in exceptional circumstances. The IGC may have separate terms and conditions pre-agreed with some institutions.

Annex 1 – Frequently asked questions

General questions

1. Which firms are considered to be SGBs?

For purposes of this research initiative, SGBs are defined as commercially viable businesses with five to 250 employees that have significant potential and ambition for growth. They are more than livelihood-sustaining small businesses but, unlike many medium-sized firms, frequently lack access to the financial and knowledge resources required for growth. They typically seek growth capital from \$20,000 to \$2 million.

2. What are the SGB Evidence Fund focus areas for the April 2021 call? Can we submit a proposal for research outside these topics?

We are particularly interested in projects that focus on the effectiveness of business accelerators and incubators. The proposals should aid in our understanding of if and how accelerators/incubators lead to higher survival rates or faster growth of SGBs, and identify which components of the bundle of services offered by accelerators/incubators are most important in generating positive outcomes.

There will also be priority given to proposals that examine issues around gender and SGBs (for example, gaps in financing between male and female entrepreneurs), and in particular proposals on this topic from researchers affiliated with institutions in Latin America and Sub-Saharan Africa.

Although, the above are priority areas for this call, we still welcome proposals on any topic related to growth and productivity of SGBs in Africa, South and Southeast Asia, and Latin America.

3. Do we need prior engagement with the respective IGC country team and stakeholders?

Prior engagement between the researcher and practitioner partner is required. If practitioners have difficulty finding researchers to work jointly on the proposal, please reach out to IGC and, if possible, we will facilitate a connection with relevant researchers. Prior engagement with the respective IGC country team and other stakeholders is not a requirement, but the proposal is more likely to be successful if it also responds to policy demands in the country selected.

4. We are applying for other sources of funding, or have already received other funds. Is it still possible to apply?

Yes. We encourage applicants to indicate budget priorities in their proposals. In the event that the SGB Evidence Fund is unable to fund the entire project; it will then be easier to identify which modules are essential. Applicants who have secured or aim to secure other funding are also welcome to apply for only partial funding for their project from the SGB Evidence Fund. In this scenario, applicants should make clear what proportion of overall funding for the project is being requested from this fund in particular, and which proposed milestones will trigger SGB Evidence Fund payments.

5. Do you fund researchers who are not engaged at top universities or who are not local (where applicable) to the country of research focus?

Yes, the SGB Evidence Fund gives equal opportunity to researchers from all over the world, and proposals are assessed on quality and the evaluation criteria outlined in the this document.

No, there is no maximum or minimum budget for the proposals to be considered.

18. Does the SGB Evidence Fund allow remuneration for Principal Investigators and Co-investigators?

Proposals can include Principal Investigator remuneration where this is not covered from other sources or institutions. However, the SGB Evidence Fund is committed to ensuring value for money and in order to adhere to our value for money guidelines as stipulated by our funders, we typically do not approve over 22 days of fees per PI/Co-PI, per project.

All fee rates must comply with the guidance and figures set out in the **SGB Evidence Fund pay matrix** (see Annex 2 of the SGB Evidence Fund Guidelines for applicants).

Annex 2 – SGB Evidence Fund pay matrix

The SGB Evidence Fund is bound by the terms of its funding contract to ensure value for money (VfM) in all of its activities. The criteria for assessing project proposals will therefore take into account VfM for the entire project and also individual budget lines within it. Accordingly, proposals must contain **fee rates** that demonstrate VfM, taking into account **local market rates**.

The rates table below should be used as a guideline for individuals and institutions collating project proposals for funding. It provides guidance based on different categories of qualifications and experience.

It is recognised that there may be occasions where the rates put forward in proposals will fall outside the ranges given in each category. Reasons for this would include comparison with local market rates at the lower end of the range, or extensive experience at the upper end.

For all approved proposals, and particularly for those where the proposed rates fall outside the category ranges below, a justification of the proposed fee rates may be requested, and the terms and conditions of the resulting contract may require an audit of these rates to ensure VfM has been obtained.

Criteria	Fee rate range (GBP per day)
B.Sc., B.A. (or equivalent) <i>or</i> experience relevant to the research/work required	up to £65
B.Sc., B.A. (or equivalent) with experience relevant to the research/work required	up to £100
Master's (or equivalent)	up to £120
Master's (or equivalent) with experience relevant to the research/work required	up to £200
Master's (or equivalent) with extensive experience relevant to the research/work required	up to £300
PhD student (or all but Dissertation)	up to £180
PhD student (or all but Dissertation) with experience relevant to the research/work required	up to £220
Post-doctoral level	up to £260
Post-doctoral level with experience relevant to the research/work required	up to £320
Assistant/Associate/Full Professor (Lecturer/Senior Lecturer/Reader) OR exceptional operational or policy experience	up to £500

Annex 3 – Guidelines on writing project summaries

Structure

Section 1: Outline the context and primary motivation for the study. This can also highlight the gap in the literature that the research addresses

Section 2: Define policy relevance for the project, and if possible, the expected impact or desired stakeholder uptake for the project

Section 3: Non-technical summary of the study design and methodology

General guidelines

- 500 word summary
- Non-technical language ensures the summary is accessible to wider audiences. Readers seeking more technical summaries will be proficient enough to find details in a working paper or further output if needed
- Use bullet points where possible
- Main focus of the summary should be the motivation and policy impact, to reiterate – audiences that wish to understand the more technical aspects of the intervention and its design will be able to access further technical outputs.

Annex 4 – SGB Evidence Fund travel policy (as of February 2021)

This travel policy is applicable to all those travelling on SGB Evidence Fund related activities and is based on strict **value for money** principles.

Please either submit claims on a monthly basis or as soon as possible after the expenditure has been incurred. ***If you submit a claim which is more than 90 days after the date of the actual expense, it may be refused.***

Please note it is your responsibility, ***before commencing travel***, to ensure:

- you are medically fit to travel
- you have the appropriate vaccinations before travel
- you visit the [gov.uk](https://www.gov.uk) travel abroad website and read the latest information for the country you will be visiting
- you have in place the appropriate passport and visas before you travel
- you have undertaken any necessary training for the visit
- you should carry contact details for the overseas office/post or organisation with whom you will be working, for use in the event of an emergency
- if you will be working in the country for more than a few weeks, you are encouraged to register your presence with the post/diplomatic mission or embassy for the country of citizenship.

TRAVEL

Air Travel: You ***must*** plan your journey as far in advance as possible to ensure that it can be taken in the most ***economical way*** (tickets bought 21 days ahead of travel are substantially cheaper than those purchased closer to departure).

Consistent last minute requests for travel bookings processed by the IGC Hub may result in the full value of the expenditure not being met by the IGC.

All air travel (both international and domestic) will be reimbursed for **standard economy class travel**, across the most cost effective route between country of location and country of destination, and must demonstrate value for money (VFM).

BUSINESS CLASS TRAVEL CANNOT BE CLAIMED. If your travel requirement does not meet these criteria you must contact the Hub for further guidance before you travel. If you choose to travel on a ticket other than standard economy you must provide a standard economy class quote for the exact same itinerary (same route, airline and dates), obtained on the same date. You will receive reimbursement for the value of the economy quote. Premium or flexible economy quotes are not permitted.

Travelers are advised to make their own travel arrangements.

Personal Travel: When personal travel has been combined with that of SGB Evidence Fund business, a standard economy quote must be obtained at the same time and submitted for the business portion. You will then be reimbursed on the value of that economy quote.

Public Transport: Travel by public transport is strongly recommended and should be used wherever, and whenever possible, and a safe and reliable service is available.

Train Travel: Travel by train (including sleeper train) will be reimbursed for standard class only.

Taxi Travel: Travel by taxi is discouraged. Taxis should only be used when:

- disability or health considerations prevent the use of public transport
- public transport is not available
- there is no reasonable means of public transport to or from the destination
- it is not safe to use public transport.

When taxi use is unavoidable, it is expected that a **standard** service is used. Luxury vehicles are not permitted. In cases where a receipt cannot be issued, a handwritten confirmation should be obtained by the traveler indicating travel to and from, date, and fare paid with the driver's signature.

Taxis in London are not generally permitted. We recommend that you use the following for London airport services: [Heathrow Express](#), [Gatwick Express](#), [Stanstead Express](#), and the [London Underground](#) for London City Airport and general travel in London.

Car travel: When travelling by car it is your responsibility to ensure that:-

- there is valid vehicle insurance that covers all of the following: a. bodily injury to or death of third parties or any passenger; b. damage to the property of third parties; and c. the use of the vehicle for business
- all drivers hold a valid driving licence
- the vehicle is properly maintained and serviced
- you have received IGC Hub approval in advance of travel.

1. **Self-drive Motor Car:** If it is a more suitable alternative, you may hire a self-drive motor car for travel on SGB Evidence Fund business. The cost of the hired car plus fuel will be reimbursed, on production of receipts.

2. **Travel by Private Vehicle:** We strongly discourage travel by private vehicle and it should be the last option to be considered for travel. Private vehicles may only be used if:

- health or disability considerations prevent the use of public transport.
- there is no reasonable means of public transport to or from the destination.
- it is not safe to use public transport.
- it represents better value for money than taxi or public transport (for example, in terms of overall travel time, or if you have accompanying colleagues in the vehicle).
- the insurance and servicing requirements set out above are adhered to.

UK Travel: If your travel is within the UK, the following mileage rates will be reimbursed:-

- Up to 10,000 miles per annum: 40p a mile.

- Over 10,000 miles per annum: 25p a mile.

When a private vehicle is required to undertake SGB Evidence Fund business in the U.K., mileage will be reimbursed upon presentation of an estimate of distance travelled. Please provide the post codes for the departure and arrival points, mileage and reason for travel.

Overseas: If your travel by car is outside of the UK, the mileage will be reimbursed at the rates stated in the [Rotary International](#) 'FY2015-16 Automobile Reimbursement Rates' set out by country in Appendix 2.

HOTEL ACCOMMODATION AND SUBSISTENCE

Accommodation will be reimbursed in accordance with the table of accommodation allowances set out by country in Appendix 1.

Subsistence will be reimbursed on submission of clear and legible scanned receipts in accordance with Appendix 1 attached to this policy. If you are visiting a country not listed in the appendix 1 then you must follow the [HMRC World Wide Subsistence Rates](#).

SGB Evidence Fund will not refund minibar purchases as these are not itemised on hotel bills and are deemed not to represent value for money.

Individuals carrying out SGB Evidence Fund programme related activities are advised to book their own accommodation for non-UK engagements due to credit card requirements for holding reservations.

OTHER EXPENSES

Incidentals: Reasonable incidental expenses for services offered by the hotels such as laundry (for stays longer than 3 days), telephone, broadband, and business centre usage for SGB Evidence Fund business purposes, will be reimbursed upon submission of the hotel invoice.

Alcoholic Drinks: Please note alcoholic drinks are not reimbursable. If incurred at the hotel these expenditure items should be paid for on departure by the individual.

Visas: Unless otherwise notified by the IGC Hub, the SGB Evidence Fund is **unable to reimburse** the cost of visas as this expense is incorporated in fee payments. Non-fee earning participants attending SGB Evidence Fund events will be reimbursed the costs of **single- entry visas** (on submission of scanned receipts).

Payments: Unless otherwise stated in the appointment letter/contract, all payments and reimbursements will be made in UK pounds sterling. Expenses arising in foreign currency shall be reimbursed at the exchange rate stated in the XE 'Current and Historical Rate Tables' on the Friday immediately preceding the first day of travel, or if this took place on a Friday, the rate stated on that date. Rates are available at: <http://www.xe.com/currencytables/?from=GBP>

Supporting Receipts / Documentation Required: Payment for all travel expenses will be made in arrears by submission of the IGC Expense Claim Form supported with itemised clear and legible scanned receipts, e-tickets and flight boarding cards. Please do not destroy your original receipts until your claim has been settled.

Credit card receipts are not allowed.

If you are seeking reimbursement for a receipt for more than one person then you must provide full names, title, organisation and reason for the meeting in the *Detailed Activity Description* section of the expense claim form. Please

refer to the explanatory notes on the expenses form itself before submitting your claim.
To enable the IGC to proceed with the expense reimbursement, please scan your receipts and email them along with the completed IGC expense claim form igcexpenseclaims@lse.ac.uk.

Please note that when a claim is submitted for reimbursement that the claimant takes full responsibility for the accuracy of the claim and to make sure that it falls within the guidelines of this policy.

Appendix 1: Accommodation and Daily Subsistence Rates – Nov 2015

Country	City	Hotel	RATES 2015 (GBP)	RATES 2015 (USD)	Daily Subsistence Rate (Local Currency)	Subsistence Rates (GBP)
Bangladesh	Dhaka	Pan Pacific Sonargaon	139.00	214.46	BDT 3124	26.00
		Dhaka Regency	114.00	175.89		
		Best Western Plus Maple Leaf	135.00	208.29		
Ethiopia	Addis Ababa	Hilton	122.00	188.23	ETB 1160	36.00
		Intercontinental	132.00	203.66		
		Capital Hotel & Spa	122.00	188.23		
Ghana	Accra	Alisa Hotel	149.00	229.89	GHS 244	39.00
		Best Western Premier	179.00	276.18		
		Coconut Grove Regency	119.00	183.60		
		Holiday Inn	175.00	270.01		
		Golden Tulip	128.00	197.49		
		Novotel Accra City Centre	172.00	265.38		
India Bihar	Patna	Hotel Maurya	110.00	169.72	INR 2561	25.00
India Central	Delhi	Sheraton	110.00	169.72	INR 3585	35.00
		Vasant Continental	70.00	108.00		
		Hilton Garden Inn	81.00	124.97		
		Grand New Delhi	121.00	186.69		
		Eros Hotel	101.00	155.83		
	Delhi (near airport)	Radisson	98.00	151.20	JW Marriott Hotel	178.98
		116.00	178.98			
Liberia	Monrovia	Mamba Point Hotel	129.00	199.03	USD 54	35.00
		RLJ Kendeja Resort & Villa	161.00	248.41		
Mozambique	Maputo	Avenida	126/164	194/253	MZN 2924	44.00
		Radisson Blu Hotel	169.00	260.75		
		Afrin Prestige	114/117	176/181		
		Hotel Maputo	67.00	103.37		
Myanmar	Yangon	Parkroyal	169.00	260.75	USD 57	37.00
		The Strand	144.00	222.18		
		Rose Garden	117.00	180.52		
		Novotel Yangon Max	118.48	182.80		
		Hotel Parami	96.26	148.52		
Pakistan	Lahore	Pearl Continental	123.00	189.78	PKR 4672	29.00
		Avari	134.00	206.75		
	Karachi	Pearl Continental	111.00	171.26	PKR 4028	25.00
		Marriot	127.00	195.95		
		Avari Towers	124.00	191.32		
		Movenpick	103.00	158.92		
	Islamabad	Marriot	170.00	262.29	PKR 4028	25.00
		Serena	147.00	226.81		
Peshawar	Pearl Continental	90.00	138.86	PKR 4028	25.00	
Rwanda	Kigali	Hotel Des Milles Collines	163.00	251.49	RWF 40594	36.00
		LeMigo	160.00	246.86		
		Manor Hotel	135.00	208.29		
		Chez Lando	76.00	117.26		
		Le Garni du Centre	94.00	145.03		
		Umubano Hotel	167.15	257.90		
Sierra Leone	Freetown	Radisson Blu Mammy Yoko	170.00	262.29	SLL 287442	46.00
		Swiss Spirit	104.00	160.46		
		Country Lodge Complex	98.00	151.20		
South Sudan	Juba	Crown Hotel	106.22	163.89		45.00
		Panorama Hotel	95.57	147.45		
		Nimule Resort	77.64	119.79		
		Tulip Inn	110.00	169.72		
Tanzania	Dar Es Salaam	New Africa Hotel	117.00	180.52	TZS 147191	44.00
		Southern Sun	132.00	203.66		
		Best Western Plus	92.00	141.95		
Uganda	Entebbe	Laico Lake Victoria	108.00	166.63	USD 40	26.00
	Kampala	Sheraton	154.00	237.61		
UK	London	Club Quarters	151.00	232.98	GBP 30	30.00
		Goodenough Club	175.00	270.01		
		Grange Hotels	136.00	209.83		
US	Washington DC	Club Quarters	97.87	151.00	USD 89	58.00
	Berkeley CA	Hotel Shattuck Plaza	106.29	163.99	USD 69	45.00
Zambia	Lusaka	Taj Pamodzi Hotel	110.00	169.72	ZMW 621	41.00
		Southern Sun	88.00	135.77		
		Chamba Valley Exotic Hotel	59.54	135.77		

Appendix 2: Rotary International ‘FY2015-16 Automobile Reimbursement Rates’

Country	Reimbursement Rate per Mile	Reimbursement Rate per KM
Bangladesh	BDT 84.05	BDT 52.23
Ethiopia	USD 0.91	USD 0.56
Ghana	USD 0.98	USD 0.61
India Bihar/Central	INR 51.96	INR 32.29
Liberia	USD 0.68	USD 0.42
Mozambique	USD 0.92	USD 0.57
Pakistan	PKR 86.00	PKR 53.45
Rwanda	USD 1.01	USD 0.63
Sierra Leone	USD 0.61	USD 0.38
South Sudan	EUR 0.80	EUR 0.84
Tanzania	USD 0.76	USD 0.47
Uganda	USD 1.06	USD 0.66
US	USD 0.575	USD 0.357
Zambia	USD 0.86	USD 0.54

Annex 5 – LSE (IGC) SUPPLIER TERMS AND CONDITIONS (TERMS)

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

In these Terms the following words and expressions have the following meanings:

"Annex"	means an annex attached to and forming part of the Contract;
"Appointment Letter"	means a letter of appointment issued by LSE to the Supplier in respect of the Services;
"Appropriate Authorities"	means relevant UK Authorities and/or government bodies or agencies in the territory where Serious Misconduct has or may have taken place which bodies or agencies have responsibility for safeguarding and/or investigating and/or taking legal action in respect of allegations of Serious Misconduct (which bodies or agencies may include local territory police forces and social services);
"Authorised Officer"	means a person authorised, either generally or specifically, by LSE in relation to the Contract;
"Background IPR"	means Intellectual Property Rights of a party developed prior to the Commencement Date or created independently of the Contract;
"Branding Guidelines"	means those brand guidelines for IGC and UK aid set out at: https://www.theigc.org/wp-content/uploads/2020/01/Branding-Guidelines-One-Page.pdf ;
"Business Day"	means a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business;
"Charges"	means the charges payable by LSE for the supply of the Services constituting Fees which are either specified in the Appointment Letter or (if applicable) in Annex 2 and approved Expenses incurred in accordance with the Contract;
"Commencement Date"	means the date specified as the commencement date of the Contract in the Appointment Letter;

"Commercially Sensitive Information"	means information of a commercially sensitive nature relating to the Supplier, its Intellectual Property Rights or its business or information which the Supplier has indicated to LSE that, if disclosed by LSE to a third party, would cause the Supplier significant commercial disadvantage or material financial loss;
"Confidential Information"	<p>means, in relation to a party to the Contract all confidential information of such party of any nature whatsoever including without limitation:</p> <p>(a) information concerning past, present and prospective finances, business dealings, systems, computer programmes, software, data, client and/or customer lists, contributors, suppliers, methods of doing business and information relating to any current or prospective business of such party;</p> <p>(b) (in relation to LSE as Disclosing Party) confidential information of other suppliers or of sub-contractors of LSE which is held by LSE;</p> <p>(c) any other information of a party obtained or received by the other party during the performance of the Services which is clearly confidential or ought reasonably to be considered confidential whether or not it is marked as "confidential";</p>
"Contract"	means the contract between LSE and the Supplier which agreement incorporates the Appointment Letter, these Terms and all other Annexes;
"Controller"	has the meaning given to it in Data Protection Law;
"Data Protection Law"	includes the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679); and all other applicable laws relating to the processing of personal data and privacy;
"Dispute"	means any dispute between the parties arising out of or in connection with the Contract or the performance, subsistence, validity or enforceability of any provisions of the Contract;
"Dispute Notice"	means a notice served by one party on the other in accordance with the provisions of Clause 18;
"Employment Taxes"	means income tax and/or national insurance contributions (including all payments to be made under the Income Tax (Earnings and Pensions) Act 2003, the Social Security Contributions and Benefits Act 1992) arising from or in connection with any payment or benefit received by any Supplier Personnel in respect of any Services completed or provided hereunder;
"Ethical Walls"	means a process for avoiding conflicts of interest by limiting disclosure of information to certain individuals within an organisation thereby building a metaphorical wall between the

	holders of information and colleagues who represent interests or hold opinions which conflict;
"Expenses"	means expenses properly incurred by the Supplier in the performance of obligations under the Contract and approved by LSE in accordance with the terms of the Contract;
"Fees"	means fees payable by LSE to the Supplier in consideration of the provision of the Services (including, where relevant, payments in respect of research awards);
"FOIA"	means the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;
"Funder"	means any third party body or organisation providing funding to LSE for the purposes of the Services;
"Good Industry Practice"	means the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected from a leading expert supplier of services similar to the Services where such supplier is seeking to comply with its contractual obligations in full and complying with applicable laws;
"HMG"	means Her Majesty's Government of the United Kingdom;
"IGC"	means the International Growth Centre which is managed and operated by LSE;
"IGC Approved Project Information/Budget"	means (if applicable) the document at Annex 2 which, if applied for through the IGC's commissioning board is an abridged version of the final project proposal submitted by the Supplier or for non-commissioning board projects, is the finalised project proposal form, which sets out project design, aims and timelines for the provision of Services;
"Information"	means information held by the Supplier on behalf of LSE in connection with these Terms or the Services which is subject to disclosure under FOIA;
"Intellectual Property Rights"	means all patents, rights to inventions, utility models, copyright and related rights, trade-marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights,

	topography rights, rights in data and confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
"LCIA Rules"	means the London Court of International Arbitration Rules;
"LSE"	means the London School of Economics & Political Science a company limited by guarantee (incorporated in England with company registration number 70527) and an exempt charity whose registered office address is at Houghton Street London WC2A 2AE;
"LSE Code of Research Conduct"	means LSE's code for the conduct of research which can be found here: https://info.lse.ac.uk/staff/services/Policies-and-procedures/Assets/Documents/codResCon.pdf
"LSE Data Protection Policy"	means LSE's data protection policy which is to be found at: https://info.lse.ac.uk/staff/services/Policies-and-procedures/Assets/Documents/datProPol.pdf
"LSE Information Classification Standard"	means LSE's guidance developed in accordance with the LSE Information Security Policy and the LSE Data Protection Policy which includes classification criteria and categories, which is found here: https://info.lse.ac.uk/staff/services/Policies-and-procedures/Assets/Documents/infSecStalT.pdf
"LSE Information Security Policy"	means LSE's framework for information security which can be found here: https://info.lse.ac.uk/staff/services/Policies-and-procedures/Assets/Documents/infSecPol.pdf
"LSE Materials"	has the meaning set out in Clause 3.3.6;
"LSE Research Ethics Policy"	means LSE's policy for research ethics which can be found here: https://info.lse.ac.uk/staff/services/Policies-and-procedures/Assets/Documents/resEthPolPro.pdf
"Milestone"	means a milestone event in the performance of the Services (including the delivery of Outputs) signifying that certain elements of the Services should have been completed and delivered which (once achieved and approved by LSE) triggers a right for the Supplier to receive a payment for Services as set out in the Appointment Letter;
"New Supplier"	means any new provider of the Services, including LSE;
"Outputs"	means all documents, reports, inventions, databases, products and any other items or materials developed or created by the Supplier or its agents, contractors and employees for the purposes of or as part of or in relation to the Services, in any form or media (including digital media), including drawings, maps, plans, diagrams, designs, pictures, [films,] computer programs,

	data, data sets, specifications and reports (including drafts of any such things);
"Personal Data"	has the meaning given to that term in the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679);
"Process"	has the meaning given to that term in Data Protection Law and "Processed" and "Processing" and "Processor" shall be construed accordingly;
"Prohibited Act"	<p>means:</p> <p>(a) to directly or indirectly offer promise or give a person working for LSE a financial or other advantage: (i) to induce that person to perform improperly a relevant function or activity or induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity;</p> <p>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract;</p> <p>(c) an offence (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); (ii) under legislation or common law concerning fraudulent acts; or (iii) defrauding, attempting to defraud or conspiring to defraud LSE; or</p> <p>(d) any activity, practice or conduct which would constitute one of the offences listed under sub-clause (c) above if such activity, practice or conduct had been carried out in the United Kingdom;</p>
"Protective Measures"	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
"Reasonable Measures"	means using all reasonable endeavours to be expected of a professional and prudent supplier in the Supplier's

	<p>industry to eliminate or minimise risk of Serious Misconduct as is reasonable and proportionate under the circumstances which may include:</p> <p>(a) clear and detailed policies and guidance for Supplier Personnel, and where appropriate, beneficiaries;</p> <p>(b) developing, implementing, maintaining and monitoring a safeguarding plan throughout the Term;</p> <p>(c) provision of regular training to Supplier Personnel and where appropriate, beneficiaries;</p> <p>(d) clear reporting lines and whistleblowing policies in place for Supplier Personnel and (where appropriate) beneficiaries;</p> <p>(e) maintaining detailed records of any allegations of Serious Misconduct and prompt reporting to LSE and Appropriate Authorities of any such incidents;</p> <p>(f) any other Good Industry Practice measures (including any innovative solutions);</p>
"Recipient"	means a party to the Contract which receives Confidential Information of the other party in its capacity as Disclosing Party;
"Records"	means complete and accurate records and accounts of the operation of the Contract and the provision of the Services including in respect of financial information, costs, contract management, and compliance with applicable laws;
"Rectification Plan"	means a plan prepared by the Supplier designed to enable the Supplier to remedy its material remediable breach or failure to comply with the Contract containing information explaining the cause of the breach or failure, its effect on the fulfilment of the Services, the steps which the Supplier proposes to take to remedy the failure or breach, including proposed timetables for performance of rectification steps and any other information required by LSE;
"Relevant Requirements"	means all applicable laws relating to bribery, corruption and fraud, including the Bribery Act 2000 and any guidance issued by HMG Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
"Relevant Transfer"	means a relevant transfer of an undertaking for the purposes of TUPE;
"Research Services"	means Services comprising the undertaking of research as

	designated by LSE;
"Serious Misconduct"	means: (a) actual, attempted or threatened exploitation, abuse and harassment (including sexual abuse, exploitation and harassment) and whether or not such conduct would amount to a criminal offence in the United Kingdom or under the laws of the territory in which it takes place; (b) 'transactional sex' which shall include the exchange of money, employment, goods, or services for sex (including obtaining sexual favours) or any form of humiliating, degrading or exploitative behavior towards another person;
"Services"	means the services, including any Outputs, to be provided by the Supplier under these Terms as set out in the Appointment Letter; and (if applicable) Annex 2;
"Special Conditions"	means those special terms and conditions applicable to the Contract (if any) details of which (if applicable) are set out in Annex 4.
"Supplier"	means the person or entity specified as such in the Appointment Letter;
"Supplier Personnel"	means the individual or individuals engaged by the Supplier in the provision of the Services (whether as employee, worker, agent, contractor or otherwise, and including any employee, worker, agent, delivery chain partner or sub-contractor of the Supplier who is engaged in the provision of the Services);
"Term"	means the period commencing on the Commencement Date and expiring on the date specified as the end date in the Appointment Letter;
"Terms"	means these terms and conditions;
"Travel Policy"	means LSE IGC travel policy set out at: https://www.theigc.org/wp-content/uploads/2016/12/IGC-Travel-Policy.pdf (where applicable to the Contract);
"TUPE"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended, and the Acquired Rights Directive 2001/23 EEC;
"UK Authorities"	means HMG bodies and agencies which have a

	responsibility for safeguarding, and for recording and investigating allegations of Serious Misconduct which may include the National Crime Agency, United Kingdom Police, and social services;
"Use"	means reproduction, publication, issuing copies to the public, research activities and academic dissemination, in all media and all other uses required by LSE including to meet its obligations to any Funder (but excluding uses for commercial exploitation).

1.2 Construction

In these Terms, the following rules apply:

- 1.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and a reference to a party includes its personal representatives, successors or permitted assigns;
- 1.2.2 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.2.3 a reference to a **Clause** is a reference to a clause in these Terms and a reference to an **Annex** is a reference to an annex to the Contract;
- 1.2.4 any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.2.5 (subject to the provisions of Clause 20.3) a reference to **writing** or **written** includes e-mails.

2. COMMENCEMENT AND DURATION

- 2.1 This Contract shall be deemed to have commenced on the Commencement Date and subject to provisions for earlier termination set out in Clause 16 shall expire at the end of the Term.

3. SUPPLY OF SERVICES

- 3.1 The Supplier shall from the Commencement Date and for the Term provide the Services to LSE in accordance with the terms of the Contract.
- 3.2 The Supplier shall meet any dates for performance of the Services specified in the Appointment Letter.
- 3.3 In providing the Services, the Supplier shall:
 - 3.3.1 co-operate with LSE in all matters relating to the Services;
 - 3.3.2 perform the Services in accordance with Good Industry Practice;
 - 3.3.3 ensure that the Services and Outputs will conform with all requirements, and specifications set out in the Appointment Letter and these Terms;
 - 3.3.4 obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations (including in regard to environmental, social and labour laws). In particular, the Supplier acknowledges LSE's commitment towards the prevention of slavery and/or human trafficking and therefore will ensure compliance with the Modern Slavery Act 2015;
 - 3.3.5 observe all health and safety laws and regulations:

- (a) of the United Kingdom (and to the extent applicable) the European Union in respect of activities undertaken under this Contract in the United Kingdom;
 - (b) of the European Union in respect of activities undertaken under this Contract in the European Union; and
 - (c) applicable in any other jurisdiction where activities are undertaken under this Contract (or such higher standards as may be necessary effectively to ensure the health and safety of those Supplier Personnel engaged in the provision of the Services).
- 3.3.6 hold all materials, equipment and tools, drawings, specifications and data supplied by LSE to the Supplier ("**LSE Materials**") in safe custody at its own risk, maintain LSE Materials in good condition until returned to LSE, and not dispose or use LSE Materials other than in accordance with LSE's written instructions or authorisation;
- 3.3.7 not do or omit to do anything which may cause LSE to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that LSE may rely or act on the Services;
- 3.3.8 where the Services are performed in London, pay such personnel that are engaged in performing the Services, the London living wage in force from time to time;
- 3.3.9 observe any security requirements that LSE may notify the Supplier as being applicable at any of LSE's premises.
- 3.4 The Supplier shall:
- 3.4.1 not engage in any business or professional activity which conflicts or could conflict with its obligations under the Contract;
 - 3.4.2 procure that no Supplier Personnel engage in any personal business or professional activity which conflicts (or could conflict) with any of its obligations under the Contract;
 - 3.4.3 notify LSE promptly on becoming aware of any actual or potential conflict of interest in relation to the Contract and provide recommendations for avoidance of such conflict (subject to any obligations of confidentiality) providing such information and assistance as may be reasonably necessary to ensure that any conflict is avoided or to resolve a conflict which has arisen;
 - 3.4.4 establish and maintain appropriate measures to avoid any conflict of interest arising in relation to the Contract and advise LSE on request of the detail of such measures;
 - 3.4.5 if requested to do so by LSE put in place Ethical Walls to ensure that no information relating to the Contract is shared with or made available to persons other than those directly engaged in providing Services;
 - 3.4.6 be entitled to supply services to third parties provided this does not prejudice the Supplier's ability to perform the Services in a timely and efficient matter or give rise to a conflict of interest.
- 3.5 In the event of any breach by the Supplier or Supplier Personnel of the provisions of Clause 3.4, LSE may terminate the Contract forthwith on written notice to the Supplier.
- 3.6 The Supplier will collaborate with LSE in raising awareness of IGC with international bodies, national governments and other governmental bodies as set out below:

- 3.6.1 all communication, promotional, marketing, influencing, lobbying or political engagement activity in respect of the product of the Services or Outputs shall explicitly and prominently acknowledge the funding to the Supplier from IGC (and, where appropriate, from any Funder) in accordance with the Branding Guidelines (such use to be permitted in conjunction with other donor logos provided that acknowledgements in respect of IGC are at least equal in prominence to those for other donors).
- 3.6.2 the Supplier shall not use such LSE and IGC brands in a way which misrepresents the Supplier's relationship with LSE or IGC or may damage or jeopardise the reputation of LSE or IGC.
- 3.6.3 if the Supplier is a corporate entity it shall not engage in communications, promotion, marketing, influencing, lobbying or political engagement activity in respect of the subject matter of the Contract at an institutional level or through a specialist policy or communications individual or team without the prior written approval of LSE.
- 3.7 The Supplier acknowledges that there is no intention to create a relationship of employer and employee between the Supplier and LSE (including where the Supplier is an individual or providing services through a service company) and that for the avoidance of doubt:
- 3.7.1 LSE will not (subject to any express provisions of the Appointment Letter and Clauses 3.8 and 3.9) make any provision for pension, sick pay, annual leave, maternity/paternity leave, maternity benefits, or pay income tax or national insurance contributions, (neither relating to employers nor employees) or similar payments or contributions on behalf of the Supplier and the Supplier must make all and any necessary arrangements in this respect.
- 3.7.2 the Supplier shall be solely responsible for the payment of any pensions, pensions contributions and employment benefits which may be due to Supplier Personnel and shall indemnify LSE against any claims arising from the non-payment or underpayment of such pensions, pensions contributions and employment benefits.
- 3.8 Where LSE considers that the provisions of Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 apply to any Supplier Personnel it will notify the Supplier in the Appointment Letter and make appropriate deductions of Employment Taxes. For the avoidance of doubt, the Fees payable to the Supplier are a gross sum and the Supplier will therefore receive a net sum, once deductions at the applicable rate have been made.
- 3.9 The Supplier will provide (and will procure that any relevant Supplier Personnel provide) to LSE promptly following a written request from LSE, full and accurate information to enable LSE to determine whether the provisions of Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 apply to such Supplier Personnel and so as to enable LSE to make any necessary deductions from Fees via payroll where LSE deems that such deductions are required following such determination.
- 3.10 Where one of the Parties proposes to modify the Services for any reason such Party shall notify the other Party in writing giving details of such proposed modifications and the Supplier shall within a reasonable period thereafter notify LSE in writing of the anticipated impact of such modifications (if any) on the Outputs, Milestones and the Charges. LSE shall consider such information and notify the Supplier in writing either:
- 3.10.1 that it approves such modifications (and any consequent changes to the Outputs and/or Milestones and/or Charges proposed by the Supplier) in which event the Supplier will undertake such modifications and any such proposed changes to the Outputs and/or Milestones and/or Charges shall be implemented; or

3.10.2 that it does not approve such modifications in which event the Supplier will not undertake such modifications and no changes to the Outputs, Milestones or Charges will be implemented.

4. **LSE RIGHTS AND REMEDIES**

4.1 LSE may:

4.1.1 in its discretion decide whether or not to use or publish any Outputs submitted by the Supplier;

4.1.2 copy, edit and change the format (but not the content) of Outputs in order to put summaries of such Outputs on its IGC website and in other IGC publications.

4.2 If the Supplier:

4.2.1 fails to perform the Services by the applicable dates for performance of the Services as specified in the Appointment Letter; or

4.2.2 provides Outputs which do not meet the requirements of the Appointment Letter or these Terms or are incomplete; or

4.2.3 (if applicable) provides Outputs which do not conform with Annex 2;

LSE may without limiting its other rights or remedies take one or more of the actions set out in Clause 4.3 below.

4.3 In the circumstances set out in Clause 4.2:

4.3.1 LSE may where such failure or default is (in the reasonable opinion of LSE) a material, irremediable failure or default take any of the actions set out below:

(a) terminate the Contract with immediate effect by giving written notice to the Supplier;

(b) refuse to accept any subsequent performance of the Services which the Supplier attempts to make;

(c) (in relation to Services other than Research Services) recover from the Supplier any costs incurred by LSE in obtaining substitute services from a third party;

(d) where LSE has paid in advance for Services that have not been provided by the Supplier, to have such sums refunded by the Supplier; or

(e) to claim damages for any additional costs, loss or expenses incurred by LSE which are in any way attributable to the Supplier's failure to meet such dates.

4.3.2 LSE may where such failure or default is (in the reasonable opinion of LSE) remediable:

(a) afford the Supplier in writing an opportunity (at the sole expense of the Supplier) to remedy the default or failure (and any damage resulting from such default or failure) in a timely manner in which event the Supplier shall do so within a timescale reasonably specified by LSE in writing (or if none in a timely manner);

(b) (where such default or failure is material) require the Supplier to prepare a Rectification Plan and (at LSE's option) LSE may suspend the Contract or the performance of all or part of the Services during the period in which the Rectification Plan is being prepared by the Supplier and considered by LSE.

4.4 Where LSE calls for a Rectification Plan the Supplier shall prepare and deliver such a plan to LSE as soon as possible and in any event within ten (10) Business Days of written notice from LSE and LSE shall promptly review the Rectification Plan and either:

4.4.1 notify the Supplier in writing that it is accepted (in which event the Supplier shall proceed to implement the Rectification Plan in accordance with its terms at no cost to LSE); or

4.4.2 notify the Supplier in writing that it is not accepted, giving reasons (which may include that it will take too long to implement, or it is insufficiently detailed to be capable of proper evaluation, or will not effectively remedy the default or failure) in which event LSE may require the Supplier to modify the Rectification Plan and undertake the process set out in this Clause 4.4 again or on written notice to the Supplier exercise its rights under Clause 4.3.1 notwithstanding the fact that the default or failure is remediable.

4.5 These Terms shall apply to any substituted or remedial services provided by the Supplier under Clause 4.4.

4.6 LSE's rights under the Contract are in addition to its rights and remedies implied by statute and common law, including the Supply of Goods and Services Act 1982.

5. **LSE'S OBLIGATIONS**

5.1 LSE shall:

5.1.1 if necessary, provide the Supplier with reasonable access at reasonable times to LSE's premises for the sole purpose of providing the Services; and

5.1.2 provide such information and supervision to the Supplier as the Supplier may reasonably request and LSE considers reasonably necessary for the purpose of providing the Services.

6. **CHARGES AND PAYMENT**

6.1 The Charges shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by LSE, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

6.2 Where required by LSE (as set out in the Appointment Letter) the Supplier shall (where relevant subject to and conditional upon achieving the relevant Milestone and approval by LSE of the Output or Outputs related to such Milestone) issue invoices in respect of Services provided and Fees due in accordance with the Milestone timetable set out in the Appointment Letter or (if applicable) Annex 2 (or at such intervals otherwise as agreed with LSE). Each invoice submitted to LSE shall include the details agreed with LSE and such supporting information as may be required by LSE to verify the accuracy of the invoice (including details of the dates Services were provided, the period covered by the claim for payment and a brief description of the Services provided during such period). Subject to Clause 6.4 LSE shall pay (to a bank account nominated in writing by the Supplier) the invoiced amount no later than thirty (30) days from its receipt of a correct invoice submitted by the Supplier.

6.3 Where the Supplier is not required by LSE to issue invoices in respect of Fees, subject to Clause 6.4 LSE shall pay (to a bank account nominated in writing by the Supplier) the amounts specified in the Appointment Letter (or if applicable Annex 2) as being due in respect of the relevant approved Outputs, such payment to be no later than thirty (30) days after such approval is given.

- 6.4 If LSE disputes any invoice or other request for payment, LSE shall immediately notify the Supplier in writing. The parties shall negotiate in good faith to attempt to resolve the dispute promptly. The Supplier shall provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment. Where only part of an invoice or payment is disputed, the undisputed amount shall be paid on the due date as set out in Clause 6.2 or 6.3 (as the case may be). For the avoidance of doubt, and subject to these Terms:
- 6.4.1 the Supplier's obligations to provide the Services shall not be affected by any payment dispute, including its obligations to provide the Services to which the payment dispute relates; and
- 6.4.2 the parties are be entitled to treat any unresolved dispute arising under Clause 6.4 as a "Dispute" for the purposes of this Contract.
- 6.5 The Supplier's invoices (where relevant) must be addressed to the department or division of LSE notified to the Supplier. LSE shall not be held responsible for delays in payment caused by the Supplier's failure to comply with LSE's invoicing instructions.
- 6.6 All amounts payable by LSE under the Contract are inclusive of all amounts which may be due in respect of any sales taxes (including value added tax) and goods and services taxes which may be chargeable for the time being.
- 6.7 If LSE fails to pay any amount properly due and payable by it under the Contract, the Supplier shall have the right to charge interest on the overdue amount at the rate of three per cent (3%) per annum above the base rate for the time being of The Royal Bank of Scotland plc accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment. This Clause shall not apply to payments that LSE disputes in good faith as set out in Clause 6.4.
- 6.8 LSE reserves the right not to pay any amount due in respect of:
- 6.8.1 Services which are not provided in accordance with the requirements of the Appointment Letter or the terms and conditions of this Agreement; or
- 6.8.2 an Output which is either:
- (a) received by LSE more than 90 days after the final date by which such Output was due to be delivered to LSE;
- (b) not compliant with the requirements set out in the Appointment Letter or the Terms or (if applicable) Annex 2 or as otherwise reasonably agreed by LSE; or
- 6.8.3 Services in respect of which the Supplier fails to submit a valid invoice to LSE (as required pursuant to Clause 6.2) within ninety (90) days of the date when such invoice is due to be submitted.
- 6.9 The Supplier will repay to LSE any overpayment of Charges made by LSE (including payments made in respect of Outputs and/or Services received late or not compliant with requirements as set out in Clause 6.8 above) within thirty (30) days of written notice from LSE to do so. LSE may, without limiting its other rights or remedies, set off any amount owed to it by the Supplier against any amount payable by LSE to the Supplier under the Contract or any other contract between the Supplier and LSE.
- 6.10 Payment of Charges shall (subject to Clause 6.11 below) be in the currency specified in the Appointment Letter.
- 6.11 In the event that the Charges include an amount by way of reimbursement of Expenses the Supplier will comply with the provisions of the Travel Policy and the Appointment Letter (or if applicable Annex 2) in respect of any travel expenses for which it seeks reimbursement and LSE shall pay such expenses which arise in a foreign currency at the exchange rate stated in OANDA (www.oanda.com)

on the Friday immediately preceding the date on which the purchase was made or services acquired by the Supplier (or if this took place on a Friday at the rate specified on that day). LSE's obligations in respect of the reimbursement of Expenses extend only to the cost of travel incurred in accordance with the Travel Policy.

6.12 In no event shall LSE pay by way of Charges an amount in excess of the budgeted amounts specified in either the Appointment Letter or (if applicable) Annex 2 (as the case may be).

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Each party retains title to its Background IPR.

7.2 The Intellectual Property Rights in Outputs arising from the provision of Research Services shall vest in the Supplier.

7.3 The Supplier shall grant to LSE a worldwide non-exclusive, perpetual, irrevocable, royalty-free, assignable licence of the Intellectual Property Rights in:

7.3.1 Outputs arising from the provision of Research Services to Use such Outputs (with the power to grant a sub-licence to any Funder to Use such Outputs on the same terms as those granted to LSE under this Clause 7.3, if required).

7.3.2 any Supplier's Background IPR which is embedded in or an integral part of any Outputs (whether through the provision of Research Services or other Services) to Use such Background IPR (with the power to grant a sub-licence to any Funder to Use such Background IP on the same terms as those granted to LSE under this Clause 7.3, if required).

7.4 In respect of all Outputs (other than those arising from the provision of Research Services) the Supplier hereby assigns to LSE its entire right title and interest in all Intellectual Property Rights therein for the full period of such rights and any reversions, extensions or renewals thereof throughout the world.

7.5 The Supplier hereby warrants that:

7.5.1 (save for those extracts from third party works clearly identified by the Supplier to LSE) the content of the Outputs are original works and have not been published prior to their delivery to LSE;

7.5.2 the content of the Outputs is not and will not be defamatory and all statements made which purport to be factual statements are and will be true;

7.5.3 the Supplier has obtained (or will obtain) permission for the inclusion of such excerpts from the copyright owners of any excerpts from third party copyright works which are incorporated into any Outputs and has acknowledged (or will acknowledge) their sources in the Outputs.

7.6 The Supplier shall obtain waivers of all moral rights in the Outputs, to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

7.7 The Supplier shall, promptly at LSE's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as LSE may from time to time require for the purpose of securing for LSE the full benefit of the Contract.

7.8 All Intellectual Property Rights in LSE Materials are the exclusive property of LSE.

8. DATA PROTECTION AND FREEDOM OF INFORMATION

Data Protection:

8.1 To the extent that the Supplier is a data Controller (within the meaning of any Data Protection Law) the Supplier shall:

- 8.1.1 ensure that the provision of any Personal Data to LSE is in accordance with the provisions of Data Protection Law;
- 8.1.2 ensure that the use by LSE of any Personal Data provided by the Supplier for the purposes of or in connection with the Services shall not put LSE in breach of any Data Protection Law;
- 8.1.3 notify LSE of any restrictions that may exist in relation to the use of Personal Data provided by the Supplier at the point such Personal Data is submitted to LSE.
- 8.2 If at any point in the delivery of the Services the Supplier is processing Personal Data as a data Processor under Data Protection Law the parties shall enter into a separate agreement as required by Data Protection Law.
- 8.3 The provisions of Annex 3 shall apply in the event that:
 - 8.3.1 LSE transfers Personal Data to the Supplier in the course of this Agreement where the Supplier is based outside of the European Economic Area (EEA);
 - 8.3.2 the Supplier is based in the EEA and transfers Personal Data to a third party in the course of the provision of Services under this Agreement.
- 8.4 Where the Supplier is based outside of the EEA the Supplier will use all reasonable endeavours to avoid the use of Personal Data in Outputs and will where necessary take steps to anonymise information about living individuals in Outputs.

Freedom of Information:

- 8.5 The Supplier shall assist and cooperate with LSE to enable it to comply with its obligations under FOIA. In particular, the Supplier shall:
 - 8.5.1 transfer to LSE all requests for Information pursuant to FOIA that it receives as soon as practicable and in any event within two (2) Business Days of receiving the request; and
 - 8.5.2 provide LSE with assistance in complying with requests for Information received pursuant to FOIA including the provision of Information held on behalf of LSE and covered by the request in the form that LSE requires. Such assistance shall be provided promptly and in any event within three (3) Business Days of LSE making a request to the Supplier to provide any necessary Information or assistance.
- 8.6 As soon as reasonably practicable following receipt of a request for assistance under sub-clause 8.5, the Supplier shall:
 - 8.6.1 notify LSE whether it holds the Information covered by the request on behalf of LSE, provided that LSE shall not be obliged to display a copy of the request to the Supplier;
 - 8.6.2 if it does so hold the Information, provide all such Information covered by the request to LSE; and
 - 8.6.3 demonstrate to the satisfaction of LSE the steps taken by the Supplier to comply with its obligations under this sub Clause.
- 8.7 In no event shall the Supplier respond directly to a request for Information unless expressly authorised to do so by LSE.
- 8.8 The Supplier acknowledges that LSE may, and/or may be obliged to, disclose any information received from the Supplier including any Commercially Sensitive Information.

- 8.9 Subject to Clause 8.11.1 LSE shall consult with the Supplier prior to responding to any request under FOIA for Commercially Sensitive Information received by LSE from the Supplier.
- 8.10 LSE shall take account of any response received from the Supplier pursuant to Clause 8.9 but, notwithstanding this, LSE shall be responsible for determining in its absolute discretion and, notwithstanding any other provision in this Contract or any other contract, whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of FOIA.
- 8.11 The Supplier acknowledges that LSE may be obliged under FOIA to disclose information concerning the Supplier or the Services:
- 8.11.1 in certain circumstances without consulting the Supplier; or
- 8.11.2 following consultation with the Supplier and having taken its views into account,
- provided always that where Clause 8.11.1 applies LSE shall take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 8.12 In complying with the obligations of this Clause 8, each party agrees that it shall at all times act in good faith and the Supplier undertakes to do nothing to prevent LSE from complying with its obligations under FOIA.
- 9. SUPPLIER PERSONNEL**
- 9.1 The Supplier shall ensure that all Supplier Personnel have the appropriate skills, qualifications, training and experience to carry out those parts of the Services for which they are responsible with all due care, skill and diligence and in a professional and workmanlike manner, and the Supplier shall ensure that Supplier Personnel are provided in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract.
- 9.2 The Supplier shall use its reasonable endeavours to ensure the continuity of Supplier Personnel assigned to perform the Services. If the Supplier is required to replace Supplier Personnel it shall provide a replacement of comparable skill, qualification and experience as soon as possible, and any required handover or period of familiarisation shall be at the expense of the Supplier.
- 9.3 The Supplier acknowledges that in relation to Supplier Personnel it is responsible for:
- 9.3.1 their acts and omissions;
- 9.3.2 carrying out appropriate risk assessments with regard to the delivery of Services;
- 9.3.3 providing adequate information, instruction, training and supervision;
- 9.3.4 ensuring their health, safety, security and wellbeing (and the security of their property while they are engaged in providing Services); and
- 9.3.5 having appropriate emergency procedures in place to prevent or mitigate the risk of damage to the health, safety, security and wellbeing of Supplier Personnel (and of security of their property while they are engaged in providing Services).
- 9.4 The Supplier undertakes to ensure that Supplier Personnel who are required to undertake Services in the United Kingdom or another country (other than their country of residence) comply with all applicable legal requirements for entry to the United Kingdom or such other country including obtaining

such entry visas as may be required from time to time and the Supplier undertakes if so requested by LSE to provide evidence of its compliance with such requirements.

10. EQUITY, DIVERSITY AND INCLUSION

10.1 The Supplier shall, and shall procure that the Supplier Personnel, comply with any and all applicable anti-discrimination legislation, including:

10.1.1 (where applicable) the Equality Act 2010]; and

10.1.2 the International Development (Gender Equality) Act 2014 or other relevant or equivalent legislation.

10.2 The Supplier will:

10.2.1 in the provision of the Services have due regard to the advancement of equal opportunities and promotion of good relations between people (including those with and without protected characteristics);

10.2.2 provide evidence to LSE, on written request, of the Supplier's compliance with applicable anti-discrimination legislation in provision of the Services (including in the Supplier's employment practices), in order to satisfy LSE that the Supplier takes all reasonable steps to promote equity, diversity and inclusion in provision of the Services and in the Supplier's work environment; and

10.2.3 where the Supplier is domiciled in the United Kingdom or engaging employees or personnel in Great Britain it shall adhere to current relevant codes of practice published by the Equality and Human Rights Commission, ensuring compliance by Supplier Personnel and suppliers engaged in the performance of the Services.

11. NO TRANSFER OF EMPLOYEES

11.1 It is the understanding of the parties that TUPE does not apply on the commencement of the provision of the Services by the Supplier under the Contract.

11.2 The Supplier agrees to arrange Supplier Personnel in relation to the provision of the Services in such a way that no individual at any time:

(a) forms part of an organised grouping of employees which has as its principal purpose the provision of all or part of the Services; or

(b) is wholly or mainly assigned to the provision of all or part of the Services.

11.3 The Supplier and LSE agree that on termination of all or part of the Contract, TUPE will not apply so as to transfer the employment of any Supplier Personnel to a New Supplier.

11.4 If any Supplier Personnel argue that they should have transferred to a New Supplier under TUPE, the New Supplier will refuse to employ the Supplier Personnel.

11.5 The Supplier will indemnify LSE and/or the New Supplier immediately on demand for any costs, losses, expenses (including the costs of LSE and/or the New Supplier's advisors including legal advisors), awards or orders made by a tribunal or court or otherwise paid which relate to:

(a) any claim arising from the employment or termination of employment of any Supplier Personnel at any time, including after termination of all or part of the Contract;

(b) any claim brought by any Supplier Personnel (or on his or her behalf by a trade union or other representative) as a result of a New Supplier's actions under Clause 11.2 above;

- (c) a claim of any kind from anyone other than Supplier Personnel who argues that they should have transferred to a New Supplier under TUPE on termination of all or part of the Contract; and
- (d) any claim brought by any Supplier Personnel (or on his or her behalf by a trade union or other representative) as a result of any failure to comply with any obligation to inform and consult under TUPE or any equivalent or similar law.

11.6 In return, LSE will and will take reasonable steps to procure that the New Supplier will:

- (a) as soon as it can after becoming aware of any relevant claim (or coming to the conclusion that a claim is likely to occur), make the Supplier aware of the situation and give the Supplier a written summary of any relevant facts; and
- (b) do anything that the Supplier reasonably asks of LSE or the New Supplier in relation to the claim, including resisting or settling the claim, subject to LSE or the New Supplier being allowed to employ its own legal advisors to carry out those tasks and the Supplier meeting any costs or expenses that need to be paid as a result of that work.

12. RECORD KEEPING, INFORMATION AND AUDIT

12.1 The Supplier shall:

12.1.1 create, keep and maintain Records in accordance with Good Industry Practice and applicable laws during the Term and for seven (7) years after its expiry or termination;

12.1.2 during normal business hours of the Supplier afford LSE (or its authorised agents or representatives) access to the Records at the Supplier's premises or (at the option of LSE) provide copies of such Records to LSE in a format reasonably acceptable to LSE from time to time during the Term and thereafter for the period specified in Clause 12.1.1.

12.2 LSE (and LSE's agents) shall be entitled to review such Records for the purposes of:

12.2.1 verifying the accuracy of information provided as required by the Contract, the Charges and any other amounts payable under this Contract;

12.2.2 verifying the costs of the Supplier in connection with the provision of the Services;

12.2.3 verifying the Supplier's compliance with the applicable laws;

12.2.4 identifying or investigating an actual or suspected Prohibited Act, impropriety or accounting mistake or any breach or threatened breach of security and in these circumstances LSE shall have no obligation to inform the Supplier of the purpose or objective of its investigations;

12.2.5 obtaining such information as is necessary to fulfil LSE's obligations to any Funder;

12.2.6 reviewing the Supplier's quality management systems (including any quality manuals and procedures) and compliance with any standards referred to in the Contract or applicable to the provision of the Services.

12.3 The Supplier undertakes to co-operate with and provide reasonable assistance to LSE in connection with any request for copies of Records or inspection of Records and for such purposes to provide promptly on request:

12.3.1 information reasonably requested by LSE;

12.3.2 access to sites controlled by the Supplier; and

12.3.3 access to relevant Supplier Personnel.

12.4 The parties shall each bear their own costs and expenses incurred in regard to compliance with their obligations under this Clause 12 unless an audit reveals a Default by the Supplier in which case LSE is entitled to recover from the Supplier its costs of carrying out such audit.

13. INDEMNITY AND INSURANCE

13.1 The Supplier shall indemnify LSE and keep LSE indemnified on demand and in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by LSE as a result of or in connection with:

13.1.1 any claim made against LSE by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and

13.1.2 any claim brought against LSE for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services or any Deliverable.

13.2 Where applicable, the Supplier shall be responsible for and shall indemnify LSE against all Employment Taxes, where such recovery is not prohibited by law. The Supplier shall further indemnify LSE against all reasonable costs, expenses and any penalty, fines and interest incurred or payable by LSE in connection with or in consequence of any liability for such Employment Taxes. In this regard, such liability for Employment Taxes shall be deemed to arise and LSE shall be deemed to be obliged to pay an amount, if it receives a written demand from HM Revenue and Customs.

13.3 The Supplier shall be fully responsible for and shall indemnify LSE for and in respect of any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by any Supplier Personnel against LSE arising out of or in connection with the provision of the Services under the Contract.

13.4 For the duration of the Contract and for a period of six (6) years thereafter, the Supplier shall maintain in force with a reputable insurance company insurance at a level which it considers reasonably necessary to cover the liabilities that may arise under or in connection with the Contract which it is usual prudent and professional to insure in relation to an organisation of the type of the Supplier in accordance with best practice and applicable laws, such insurances to include:

13.4.1 risks which LSE specifically asks the Supplier in writing to take out prior to the Commencement Date; and

13.4.2 risks in respect of Supplier Personnel including death, injury, disablement and the cost of emergency medical treatment.

13.5 The Supplier shall on LSE's request produce both the insurance certificate giving details of its cover and the receipt for the current year's premium in respect of such insurance.

13.6 This Clause 13 shall for the avoidance of doubt survive termination of the Contract.

14. CONFIDENTIALITY

14.1 Each party in its capacity as Recipient shall:

14.1.1 keep in strict confidence all Confidential Information of the Disclosing Party;

14.1.2 not use such Confidential Information for any purpose other than in order to exercise its rights and fulfil its obligations under the Contract;

- 14.1.3 only disclose such Confidential Information to such of its employees, agents and consultants as need to know the same for the purpose of discharging the Recipient's obligations under the Contract or as agreed in writing by the Disclosing Party;
- 14.1.4 ensure that those employees, agents or consultants to whom it discloses such Confidential Information are subject to obligations of confidentiality corresponding to those which bind the Recipient under this Clause 14;
- 14.1.5 only copy reduce to writing or otherwise record such Confidential Information except as strictly necessary in order to exercise its rights and fulfil its obligations under the Contract.
- 14.2 The obligations in this Clause 14 shall not apply in relation to:
 - 14.2.1 information which is or becomes public knowledge other than as a result of a breach of Clauses 14.1 or 14.2;
 - 14.2.2 information which is made available to the Recipient on a non-confidential basis prior to disclosure by or on behalf of the Disclosing Party;
 - 14.2.3 information which is made available to the Recipient on a non-confidential basis by a third party who is not under any confidentiality obligation in respect of such information;
 - 14.2.4 information developed independently by the Recipient without any access to the Confidential Information of the other party.
- 14.3 A party may disclose Confidential Information of the other to the extent required by:
 - 14.3.1 an order of a court of competent jurisdiction or regulatory judicial governmental or similar body;
 - 14.3.2 the rules of any listing authority or stock exchange on which its shares are listed or traded; or
 - 14.3.3 the laws or regulations of a country to which such party is subject.
- 14.4 The Supplier acknowledges that LSE may pursuant to the terms of any contract with a Funder be obliged to disclose Confidential Information of the Supplier to a Funder, provided that the Funder procures that recipients of such disclosures enter into confidentiality undertakings in respect of such Confidential Information.
- 14.5 This Clause 14 shall survive termination of the Contract.

15. COMPLIANCE

Bribery and Corruption:

- 15.1 The Supplier will comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption in its jurisdiction including the Bribery Act 2010 and will not engage in any activity, practice or conduct which would constitute a Prohibited Act.
- 15.2 The Supplier will:
 - 15.2.1 not make any payments, or offer or transfer anything of value, to any government official or government employee, to any political party official or to any other third party and will promptly report to LSE any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Contract;
 - 15.2.2 not do or suffer anything to be done which would cause LSE to contravene or incur any liabilities in respect of any Relevant Requirements;
 - 15.2.3 establish, maintain and enforce policies and procedures adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;

- 15.2.4 keep appropriate records of its compliance with the obligations in this Clause 15 and make sure records are available to LSE on request; and
- 15.2.5 ensure that any person associated with the Supplier who is performing services in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this Clause 15.
- 15.3 The Supplier shall notify LSE in writing if it:
- (a) becomes aware of any breach of Clauses 15.3 or 15.4;
 - (b) has reason to believe that any Supplier Personnel have been subject to an investigation or prosecution which relates to a Prohibited Act, or have been debarred or suspended or deemed ineligible for participation in any government procurement programme or contract on the grounds of having committed a Prohibited Act, or have received a demand for any undue financial or other advantage of any kind in connection with the performance of the Contract; or
 - (c) has any credible suspicion of or evidence of fraud bribery corruption or other financial irregularity or impropriety which relates to the Contract or the provision of the Services.
- 15.4 In the event of any breach of Clauses 15.3 or 15.4 or any act by any Supplier Personnel which would amount to a breach of this Clause 15 LSE shall, without prejudice to any other rights it may possess, be at liberty immediately to terminate the Contract and to recover from the Supplier the amount of any loss or damage suffered by LSE resulting from such termination, as well as the amount or value of any unlawful payment made or to recover any other loss derived from the breach of Clauses 15.3 or 15.4 whether or not the Contract is terminated.
- Prevention of terrorism:**
- 15.5 The Supplier:
- 15.5.1 will ensure that to the best of its knowledge funding provided by LSE under the Contract (and any other funding received by the Supplier from United Kingdom sources) is not made available whether directly or indirectly to persons groups or entities listed in accordance with the European Council Regulation EC/2580/2001 (as amended) and/or the Terrorism (United Nations Measures) Order 2009 of the United Kingdom or contravene the provisions of such terrorism legislation (or any subsequent applicable legislation) or any equivalent terrorism legislation relevant to its jurisdiction;
 - 15.5.2 warrants and represents that neither it nor to the best of its belief Supplier Personnel have at any time prior to the Commencement Date appeared on the HMG Home Office Proscribed Terrorist Organisation List;
 - 15.5.3 will notify LSE immediately in writing if it becomes aware of a breach of this Clause 15.7 or has reason to believe that any Supplier Personnel have been subject to investigation or prosecution relating to an infringement of this Clause 15.7 or have been listed by a government department or agency as having been debarred or suspended or otherwise deemed ineligible for participation in government procurement programmes or contracts.
- 15.6 In the event that the Supplier or (with or without the knowledge of the Supplier) any Supplier Personnel breaches any provisions of Clause 15.7 or commits any offence under the Terrorism Act 2000 in relation to the Contract or any agreement with HMG LSE shall be entitled to terminate the Contract

with immediate effect by written notice to the Supplier and recover the amount of any loss resulting from such termination or to recover any other loss derived from the breach of Clause 15.7 whether or not the Contract is terminated.

Environment:

- 15.7 The Supplier will provide the Services in accordance with applicable national and international environmental laws (taking account of LSE's environmental operations policy and the sustainable development provisions of the International Development Act 2002) and shall notify LSE promptly on becoming aware of any materially adverse changes in the environmental impact of its activities in connection with the Contract.

General security requirements:

- 15.8 The Supplier shall in relation to primary or secondary research data either meet the LSE Information Security Policy and classify such data by reference to the LSE Information Classification Standard or adhere to institutional policies which guarantee at least the same level of security as may be notified by the Supplier to LSE from time to time.
- 15.9 The Supplier shall (if required to do so in writing by LSE) produce in writing and submit to LSE for approval a security plan in respect of data (which plan LSE shall in writing either approve or require modifications in which event the Supplier shall make such modifications and re-submit such plan to LSE for approval in accordance with this Clause 15.12).
- 15.10 The Supplier shall (at its sole cost) take reasonable measures to avoid the introduction of Malware into its computer systems and network which may adversely affect its performance of its obligations under the Contract or lead to contamination of computer systems and networks of LSE.

LSE Research Ethics Policy and LSE Code of Research Conduct

- 15.11 If the Supplier is providing Research Services then the Supplier undertakes to comply with the LSE Research Ethics Policy and the LSE Code of Research Conduct or, where applicable, to adhere to its own research ethics policy and code of research conduct or similar, provided that these documents contain standards that are no less rigorous than those of LSE.

Prohibited Person

- 15.12 The Supplier represents and warrants that neither the Grantee nor its affiliated or related entities, officers and employees are listed on:-
- (a) the Specially Designated Nationals and Blocked Persons List (SDN List) of the US Department of Treasury Office of Foreign Asset Control (OFAC);
 - (b) the Consolidated List of Persons, Groups of Entities Subject to EU Financials Sanctions (CFSP List) of the European Union (UN);
 - (c) the Consolidated United Nations Security Council Sanction List of the United Nations (UN); and
 - (d) the List of Subjects of Sanctions of the State Secretariat for Economic Affairs (SECO) of Switzerland.

and person listed on any such list hereinafter is a 'Prohibited Person'.

16. **TERMINATION**

- 16.1 Without limiting its other rights or remedies, LSE may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- 16.1.1 the Supplier commits a material irremediable breach of the Contract;
 - 16.1.2 the Supplier has failed to remedy a material remediable breach in accordance with a Rectification Plan previously approved by LSE;
 - 16.1.3 the Supplier commits a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of receipt of notice in writing from LSE of the breach;
 - 16.1.4 the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of Section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
 - 16.1.5 the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
 - 16.1.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
 - 16.1.7 the Supplier (being an individual) is the subject of a bankruptcy petition order;
 - 16.1.8 a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 - 16.1.9 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier (being a company);
 - 16.1.10 a floating charge holder over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - 16.1.11 a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
 - 16.1.12 any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 16.1.4 to Clause 16.1.11 (inclusive);
 - 16.1.13 the Supplier suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business; or
 - 16.1.14 the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

16.2 Without limiting its other rights or remedies, LSE may terminate the Contract by giving the Supplier at least thirty (30) days prior written notice.

17. **CONSEQUENCES OF TERMINATION**

17.1 On termination of the Contract for any reason:

17.1.1 the Supplier shall immediately deliver to LSE all Outputs and the product of all Services up to the date of termination whether or not then complete, and return all LSE Materials. If the Supplier fails to do so, then LSE may enter the Supplier's premises and take possession of the Outputs and/or the product of the Services and/or the LSE Materials (as the case may be). Until the Outputs and/or the product of the Services and/or the LSE Materials (as the case may be) have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose unconnected with the Contract;

17.1.2 (subject to any right of set off which LSE may have against the Supplier in respect of sums due from the Supplier to LSE) LSE will pay such sums which may be due and payable by way of Charges to the Supplier on termination of the Agreement subject to the Supplier having submitted all relevant information and (if applicable) invoices necessary for such payment to be made;

17.1.3 the accrued rights, remedies, obligations and liabilities of the parties as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination shall not be affected by such termination; and

17.1.4 Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

18. **MULTI-TIERED DISPUTE RESOLUTION PROCEDURE**

18.1 If a Dispute arises then the parties shall follow the procedure set out in this Clause:

18.1.1 either party may serve on the other a Dispute Notice setting out the nature and full particulars of the Dispute together with relevant supporting documents. On service of the Dispute Notice, a nominated representative of the Supplier and a nominated representative of LSE shall attempt in good faith to resolve the Dispute;

18.1.2 if the nominated representative of the Supplier and the nominated representative of LSE are for any reason unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, the Dispute shall be referred to a senior representative of the Supplier and a senior representative of LSE who shall attempt in good faith to resolve it; and

18.1.3 if the senior representative of the Supplier and the senior representative of LSE are for any reason unable to resolve the Dispute within thirty (30) days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing ("**ADR notice**") to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than thirty (30) days after the date of the ADR notice.

18.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings or other dispute resolution procedures in relation to the Dispute under Clauses 20.9 and 20.10 and which Clauses shall apply at all times.

19. **SAFEGUARDING**

19.1 The Supplier shall take all Reasonable Measures to prevent Serious Misconduct by the Supplier Personnel or any other persons engaged and controlled by it to perform any activities under the Contract and shall have in place at all times robust procedures which enable the reporting by Supplier

Personnel and beneficiaries of any such Serious Misconduct, illegal acts and/or failures by Supplier Personnel to investigate such reports.

- 19.2 The Supplier shall take all Reasonable Measures to ensure that Supplier Personnel do not engage in sexual activity with any person under the age of 18, regardless of the local age of majority or age of consent or any mistaken belief held by Supplier Personnel as to the age of the relevant person.
- 19.3 The Supplier shall promptly report in writing any complaints, concerns and incidents regarding Serious Misconduct or any attempted or threatened Serious Misconduct by any Supplier Personnel to LSE (and where required by LSE in writing also to report to any Funder or Appropriate Authorities) and (where the Supplier is domiciled in the United Kingdom) the Supplier shall (where appropriate) report such matters to UK Authorities.
- 19.4 The Supplier shall fully investigate and document all actual, alleged or possible cases of Serious Misconduct and shall take appropriate corrective action to reduce the risk and/or eliminate Serious Misconduct being committed by Supplier Personnel (which may include disciplinary action, termination of contracts etc.), such investigations and actions to be reported to LSE and Appropriate Authorities as soon as is reasonably practicable.
- 19.5 The Supplier shall not engage as Supplier Personnel for the purposes of the Services any person whose previous record or conduct which is known to the Supplier (or which ought to be known by a diligent supplier undertaking appropriate checks) indicates that they are unsuitable to perform the Services and/or where they represent an increased and unacceptable risk of committing Serious Misconduct.
- 19.6 The Supplier shall comply with all applicable laws, legislation, codes of practice and government guidance in the United Kingdom and additionally, in the territories where the Services are being performed, relevant to safeguarding and protection of children and vulnerable adults, which the Supplier acknowledges may include vetting of Supplier Personnel by the United Kingdom Disclosure and Barring Service in respect of any regulated activity performed by the Supplier Personnel (as defined by the Safeguarding Vulnerable Groups Act 2006 (as amended)) and/or vetting by a local equivalent service. Where LSE reasonably believes that there is an increased risk to safeguarding in the performance of the Services, the Supplier shall comply with any reasonable request by LSE for additional vetting to be undertaken.
- 19.7 Failure by the Supplier to:
- 19.7.1 put in place preventative measures to eliminate and/or reduce the risk of Serious Misconduct; or
 - 19.7.2 fully investigate allegations of Serious Misconduct; or
 - 19.7.3 report any complaints to LSE and where relevant UK Authorities and/or Appropriate Authorities;

shall be a material Default of this Contract and shall entitle LSE to terminate the Contract on written notice with immediate effect.

20. GENERAL

- 20.1 **Matters beyond control:** Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable. If such

event or circumstances prevent the Supplier from providing any of the Services for more than six (6) weeks, LSE shall have the right, without limiting its other rights or remedies, to terminate the Contract with immediate effect by giving written notice to the Supplier.

20.2 Assignment and subcontracting:

20.2.1 The Supplier shall not assign, transfer, charge, or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of LSE (such consent not to be unreasonably withheld or delayed).

20.2.2 The Supplier may sub-contract obligations to sub-contractors provided that it:

- (a) remains responsible for all acts and omissions of its sub-contractors (including any sub-sub-contractors) as though they were its own; and
- (b) imposes on its sub-contractors obligations equivalent to those imposed on the Supplier under the Contract.

20.2.3 LSE may at any time assign, transfer, charge, subcontract novate or deal in any other manner with all or any of its rights under the Contract and may novate, subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

20.3 Notices:

20.3.1 Any notice or other communication required to be given to a party under or in connection with the Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or subject to the conditions set out in Clause 20.3.3 below sent by e-mail to the other party's e-mail address as set out in the Appointment Letter (or as otherwise notified by the other party from time to time in accordance with this Clause 20.3).

20.3.2 Any notice or communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by e-mail, at 9.00 am on the next Business Day after transmission.

20.3.3 Where notice is sent by email a copy of such notice shall also be sent on the day of transmission of such email, by one of the other methods set out in Clause 20.3.1 above.

20.3.4 This Clause 20.3 shall not apply to the service of any proceedings or other documents in any legal action.

20.4 Waiver and cumulative remedies:

20.4.1 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

20.4.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

- 20.5 **Severance:**
- 20.5.1 If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 20.5.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 20.6 **No partnership:** Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute a party the agent of the other party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way. For the avoidance of doubt nothing in the Contract shall be deemed to make the Supplier an agent, employee or partner of LSE.
- 20.7 **Third parties:** A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 20.8 **Variation:** Any variation, including any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by an Authorised Officer of LSE.
- 20.9 **Governing law:** The Contract shall be governed by and interpreted in accordance with the laws of England and Wales.
- 20.10 **Jurisdiction:**
- 20.10.1 If the Supplier is domiciled in the United Kingdom or European Union (in circumstances where court judgements made in the United Kingdom are recognised by other members of the European Union as being enforceable in their jurisdictions), the exclusive forum for settling any Disputes which may arise out of or in connection with the Contract shall be the courts of England and Wales.
- 20.10.2 If the Supplier is not domiciled in the United Kingdom or European Union (or is domiciled in the European Union but the United Kingdom has ceased to be a member of the European Union in circumstances where court judgements made in the United Kingdom are not recognised by members of the European Union as being enforceable in their jurisdictions) any Dispute which may arise out of or in connection with the Contract shall be exclusively referred to and finally resolved by arbitration under the LCIA Rules. The LCIA Rules are deemed to be incorporated into this Clause by reference in respect of such Disputes. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English.
- 20.11 **Entire agreement:** The Contract constitutes the entire agreement between the parties relating to the subject matter of the Contract. The Contract supersedes all previous correspondence, writings, facsimiles, e-mails and other electronic communications), and verbal communications between the Supplier and LSE regarding the Services, none of which shall form any part of the Contract save to the extent that they are expressly incorporated into the Contract. For the avoidance of doubt, nothing in the Contract shall exclude or limit liability for fraudulent misrepresentation.

ANNEX 3**Transfers of Personal Data to non-EEA Countries****Part 1****Definitions**

For the purposes of this Annex 4:

- (a) “personal data”, “special categories of data/sensitive data”, “process/processing”, “controller”, “processor”, “data subject” and “supervisory authority/authority” shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby “the authority” shall mean the competent data protection authority in the territory in which the data exporter is established); the General Data Protection Regulation (GDPR) and The UK Data Protection Act 2018;
- (b) “the data exporter” shall mean the controller who transfers the personal data;
- (c) “the data importer” shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these provisions and who is not subject to a third country’s system ensuring adequate protection;
- (d) “provisions” shall mean these contractual provisions, which constitute a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in Part 2 of this Annex 4 which forms an integral part of these provisions.

I. Obligations of the data exporter

The data exporter warrants and undertakes that:

- (a) The personal data has been collected, processed and transferred in accordance with the laws applicable to the data exporter.
- (b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these provisions.
- (c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.
- (d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.
- (e) It will make available, upon request, a copy of the provisions to data subjects who are third party beneficiaries under paragraph III, unless the provisions contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the provisions by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the provisions to the authority where required.

II. Obligations of the data importer

The data importer warrants and undertakes that:

- (a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- (b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.
- (c) It has no reason to believe, at the time of entering into these provisions, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these provisions, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.
- (d) It will process the personal data for purposes described in Part 3 of this Annex 4, and has the legal authority to give the warranties and fulfil the undertakings set out in these provisions.
- (e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of paragraph I(e).
- (f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under paragraph III (which may include insurance coverage).
- (g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these provisions, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.
- (h) It will process the personal data, at its option, in accordance with:
 - (i) the data protection laws of the country in which the data exporter is established, or
 - (ii) the relevant provision of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC and The EU General Data Protection Regulation (GDPR), where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data, or
 - (iii) the data processing principles set forth in Part 2 of this Annex 4.
- (i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and
 - (i) the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or
 - (ii) the third party data controller becomes a signatory to these provisions or another data transfer agreement approved by a competent authority in the EU, or
 - (iii) data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which

data is exported may have different data protection standards, or

- (iv)with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

III. Liability and third party rights

- (a)Each party shall be liable to the other parties for damages it causes by any breach of these provisions. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these provisions. This does not affect the liability of the data exporter under its data protection law.
- (b)The parties agree that a data subject shall have the right to enforce as a third party beneficiary this paragraph and paragraphs I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one (1) month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these provisions (the data exporter shall have the burden to prove that it took reasonable efforts).

IV. Law applicable to the provisions

These provisions shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under paragraph II(h), which shall apply only if so selected by the data importer under that paragraph.

V. Resolution of disputes with data subjects or the authority

- (a)In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- (b)The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- (c)Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

VI. Termination

- (a)In the event that the data importer is in breach of its obligations under these provisions, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.
- (b)In the event that:
 - (i)the transfer of personal data to the data importer has been temporarily suspended by the data

exporter for longer than one month pursuant to paragraph (a);

- (ii) compliance by the data importer with these provisions would put it in breach of its legal or regulatory obligations in the country of import;
- (iii) the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these provisions;
- (iv) a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the provisions by the data importer or the data exporter; or
- (v) a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these provisions, in which case the authority shall be informed where required. In cases covered by paragraphs (i), (ii), or (iv) above the data importer may also terminate these provisions.

- (c) Either party may terminate these provisions if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country or that these standard provisions are updated by the Commission on the basis of new law.
- (d) The parties agree that the termination of these provisions at any time, in any circumstances and for whatever reason (except for termination under paragraph VI(c)) does not exempt them from the obligations and/or conditions under the provisions as regards the processing of the personal data transferred.
- (e) In the event of termination of these provisions, the data importer must return all personal data and all copies of the personal data subject to these provisions to the data exporter forthwith or, at the data exporter's choice, will destroy all copies of the same and certify to the data exporter that it has done so, unless the data importer is prevented by its national law or local regulator from destroying or returning all or part of such data, in which event the data will be kept confidential and will not be actively processed for any purpose. The data importer agrees that, if so requested by the data exporter, it will allow the data exporter, or an inspection agent selected by the data exporter and not reasonably objected to by the data importer, access to its establishment to verify that this has been done, with reasonable notice and during business hours.

VII. Variation of these provisions

The parties may not modify these provisions except to update any information in Part 3 of this Annex 4, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial provisions where required.

VIII. Description of the Transfer

The details of the transfer and of the personal data are specified in Part 3 of this Annex 4. The parties agree that Part 3 of this Annex 4 may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under paragraph I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Part 3 of this Annex 4 may, in the alternative, be drafted to cover multiple transfers.

Part 2

DATA PROCESSING PRINCIPLES

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Part 3 of this Annex 4 or subsequently authorised by the data subject.
2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority. For the avoidance of doubt, the GDPR stipulates an exemption where personal information is being used for the purposes of Research whereby these rights will not apply to the extent that they would prevent or seriously impair the achievement of those purposes.
6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under paragraph II.
7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to “opt-out” from having his data used for such purposes.
8. Automated decisions: For purposes hereof “automated decision” shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:

- (a)(i) such decisions are made by the data importer in entering into or performing a contract with the data subject, and
- (ii) (the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties. Or
- (b) where otherwise provided by the law of the data exporter.

Part 3

DESCRIPTION OF THE TRANSFER

(To be completed by the parties)

Data Subjects:

(the personal data transferred concern the following categories of data subjects)

LSE employees

Purposes of the transfer(s):

(the transfer is made for the following purposes)

Transferring is necessary for the purposes of the legitimate interests pursued by the controller or by a third party.

Categories of data:

(the personal data transferred contain the following categories of data)

Publicly Disclosed Data

Recipients:

(the personal data transferred may be disclosed only to the following recipients or categories of recipients)

The Supplier

Sensitive Data (if appropriate):

(the personal data transferred concern the following categories of sensitive data)

N/A

Data protection registration information of data exporter (where applicable):

London School of Economics and Political Science
Registration number: Z7044954
<https://ico.org.uk/ESDWebPages/Entry/Z7044954>

Additional useful information:

(storage limits and other relevant information)

N/A

Contact points for data protection enquiries

Data Importer

The Supplier signatory

Data Exporter

Rachael Maguire, Records Manager
London School of Economics and Political Science
r.e.maguire@lse.ac.uk