

National Museum of the Royal Navy  
HM Naval Base (PP66)  
Portsmouth  
PO1 3NH  
United Kingdom

THE NATIONAL MUSEUM OF THE ROYAL NAVY - MEDIA PLANNING AND BUYING TENDER: 3 YEAR CONTRACT

Dear Sir/Madam

The National Museum of the Royal Navy invites you to tender for the above project.

Tenderers should read the 'Instructions to Tenderers' carefully and ensure that sufficient time is allowed to submit your tender before the deadline.

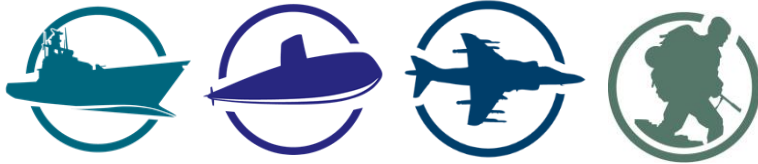
The closing date for the return of tenders is no later than 12noon on 8 April 2019.

The closing date for requests for further information relating to the contract documents is no later than noon on 18 March 2019.

NMRN is not obliged to accept the lowest or any tender. Late tenders will not be considered.

Yours faithfully,

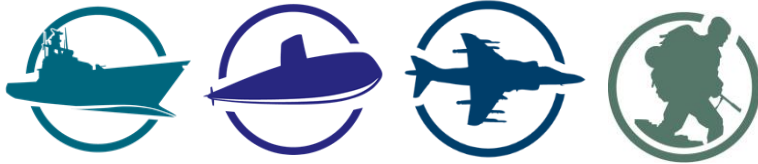
Jane Hodgkins  
Head of Marketing  
National Museum of the Royal Navy



## **INVITATION TO TENDER FOR MEDIA PLANNING AND BUYING.**

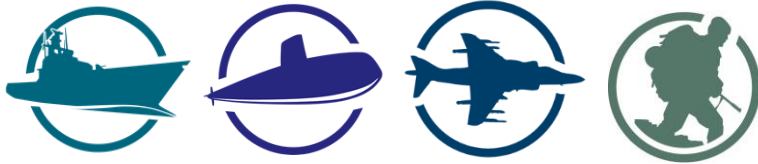
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UK

**ISSUE: Wednesday 6 February 2019**  
**DEADLINE: Wednesday 8 April 2019**



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## Section 1

### Instructions and information on tender process

These instructions are designed to ensure that all tenders are given equal and fair consideration. It is important, therefore, that bidders provide all the information asked for in the format and order specified. If there is any doubt as to what is required, or if bidders have difficulty in providing the information requested, they should contact [tenders@nmrn.org.uk](mailto:tenders@nmrn.org.uk) in accordance with the procedure for raising queries set out in Section 2.

#### 1.1 Timetable and Administration Arrangements

The envisaged key milestones for the tender are shown in the table below:

No	Event	Date
1	Issue of ITT	Wed 6 February 2019
2	Final Date for receipt of any tenderer's questions 2 weeks from tender issue	18 March 2019
3	Responses to questions circulated 1 WEEK	25 March 2019
4	Deadline for return of tenders (minimum of 28 working days after issue date)	8 April 2019 1200hrs
5	Desktop Evaluation of tenders and Interviews <b>only</b> if needed (1 week)	8-15 April 2019
6	Award notice issues	15 April 2019
7	Standstill 10 days from award notice	29 April 2019
	Commencement of contract	29 April 2019
8	Completion of Works	31 March 2022

#### 1.2 Submission of Tender Documents

1.2.1 Your completed response should be submitted by the due date and time required:

**Date: 8 April 2019**

**Time: 1200 Hrs**

**Responses should be submitted in an electronic format addressed to:** [tenders@nmrn.org.uk](mailto:tenders@nmrn.org.uk) for the attention of the Governance Manager

In order to overcome file size difficulties we request that tender submissions are completed in 'Word', or similar such as in 'pdf' format.

A hard copy of the tender must also be sent by recorded/registered post or delivered by hand to:

The Governance Manager  
National Museum of the Royal Navy  
HM Naval Base (PP66)  
Portsmouth  
PO1 3NH



UK

**1.2.2 It is the sole responsibility of the submitting company to deliver their response as specified.**

1.2.3 Late responses will not be accepted.

1.2.4 The National Museum of the Royal Navy takes no responsibility for identifying any clerical errors or misunderstanding in any tenders submitted. Tenderers must therefore ensure that the content of any Tender submitted is complete and accurate.

### **1.3 Sufficiency of Tender**

1.3.1 The Contractor shall be deemed to have satisfied himself before submitting his Tender as to the correctness and sufficiency of the rates and prices stated by him in his Tender which shall cover all their obligations under the Contract.

1.3.2 If the National Museum of the Royal Navy suspects there has been an error in pricing or calculation in a Tender, it reserves the right to seek such clarification as it considers necessary from that Tenderer only.

### **1.4 Form of Tender**

1.4.1 All entries entered by the Tenderer on the Form of Tender, and other submitted information, must be typewritten. All prices must be specified in pounds sterling, exclusive of VAT. All Tender Forms must be signed by the Tenderer in a proper manner by a Director or the Secretary of a Company.

### **1.5 Validity of Tenders**

1.5.1 All Tenders will remain open for acceptance by the National Museum of the Royal Navy for 3 calendar months from the date fixed for lodgement of Tender. All Tenders must be submitted on this basis.

### **1.6 Amendments to the tender documents by NMRN**

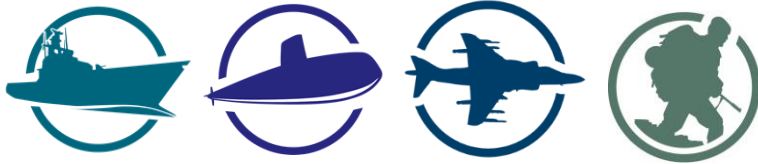
1.6.1 NMRN reserves the right to amend the enclosed tender documents at any time prior to the deadline of receipt of tenders. Where amendments are significant, NMRN may at its discretion extend the deadline for receipt of tenders.

### **1.7 Questions/Clarifications Arising during the Tender Process**

1.7.1 National Museum of the Royal Navy will endeavour to answer any questions the Tenderer may have regarding the Tender.

1.7.2 Questions relating to the site and technical specifics should be directed to Jane Hodgkins, Head of Marketing – [jane.hodgkins@nmrn.org.uk](mailto:jane.hodgkins@nmrn.org.uk)

1.7.3 **Latest date to request clarification or ask questions – 18 March 2019 1200hrs**

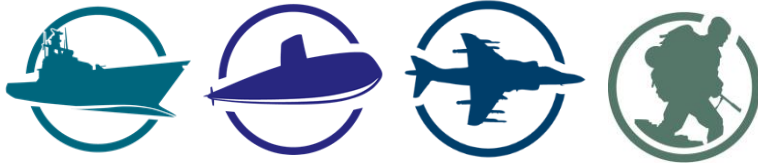


## 1.8 Acceptance of Tenders

- 1.8.1 The invitation to tender expresses the current intentions of NMRN with regard to this contract. It does not constitute an offer capable of acceptance. Its purpose is to obtain proposals from selected potential suppliers.
- 1.8.2 NMRN is not bound to accept the lowest tender and reserves the right to accept any Tender in whole or part. The NMRN reserves the right to discontinue this tender process at any time. Any Contract(s) awarded will be on the basis of the Tender Assessment and Evaluation in Part 5.
- 1.8.3 NMRN shall in no circumstances be liable for any costs involved in the preparation of a Tender.
- 1.8.4 A Tender shall only be accepted by NMRN by issue of a Contract Award Letter by the NMRN.

## 1.9 Inducements

- 1.9.1 Offering any inducement of any kind in relation to obtaining this or any other contract with NMRN will disqualify the relevant tender from being considered.



## Section 2

### Terms and Conditions applying to this tender

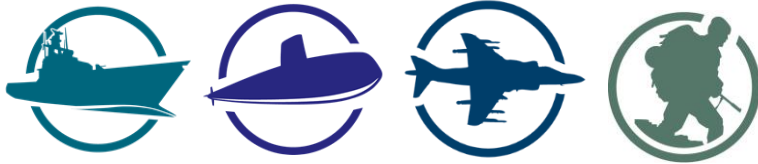
#### 2.1 NMRN Standard Terms and Conditions of Contract

- 2.1.2 This contract will be awarded using the National Museum of the Royal Navy's standard terms and conditions, which will be implemented with the winning bidder. The NMRN Standard Terms and Conditions are included as Appendix 1 to this document.

#### 2.2 Other Terms and Conditions

- 2.2.1 The Supplier agrees to indemnify the Purchaser fully and to hold it harmless at all times from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities whatsoever in any way connected with or arising from or relating to the provision or disclosure of information permitted under this Clause.
- 2.2.2 In the event that the information provided by the Supplier in accordance with this Clause becomes inaccurate, whether due to changes to the employment and personnel details of the affected employees made subsequent to the original provision of such information or by reason of the Supplier becoming aware that the information originally given was inaccurate, the Supplier shall notify the Purchaser of the inaccuracies and provide the amended information. The Supplier shall be liable for any increase in costs the Purchaser may incur as a result of the inaccurate or late production of data.
- 2.2.3 The provisions of this Condition 2.2 shall apply during the continuance of this Contract and after its termination howsoever arising.





## Section 3

### Specification

#### 3.1 Contract Term

3.1.1 The contract will operate from Mon 29 April 2019 to 31<sup>st</sup> March 2022.

#### Part One – High Level Specification

#### 3.2 Sustainability

3.2.1 The NMRN recognises its responsibility to carry out its procurement activities in an environmentally and socially responsible manner. The NMRN will strive to incorporate environmental and social considerations into our product and services selection process. We recognise that it is our responsibility to encourage our suppliers and contractors to minimise negative environmental and social effects with the products and services they provide. The NMRN will also strive to ensure that local and smaller suppliers are not discriminated against in the procurement process and specifications.

#### 3.3 Review Meetings

3.3.1 Review meetings will take place as directed by the Museum in consultation with the Contractor. The NMRN requires that the following Contractor's staff attend these meetings:

- Lead Account Manager
- Any other personnel or approved sub-contractor as requested by the Museum.

3.3.2 The Contractor will provide the following information at each meeting:

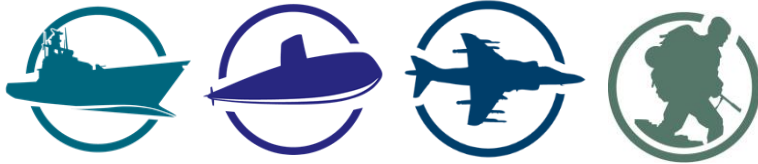
- General review of the service delivery
- Complaints, operational issues and defaults

This information will be required at least one week before the meeting takes place.

#### 3.4 Non-Performance

3.4.1 Default notices and Notices of Unsatisfactory Performance will be applied.

3.4.2 If the Contractor receives 6 default notices in any 3 month period, then the NMRN reserves the right to terminate the contract.



### 3.5 Site

3.5.1 All work within the scope of this tender is for all sites within the NMRN.

Questions relating to the tender, site and technical specifics should be directed to Jane Hodgkins, Head of Marketing [jane.hodgkins@nmrn.org.uk](mailto:jane.hodgkins@nmrn.org.uk)

### 3.6 Client's Responsibilities

3.6.1 Agree and facilitate access times with the Contractor before the Commencement of the Contract if needed.

## Part Two – Schedule of Services (Summary of Project – BOLD Mandatory)

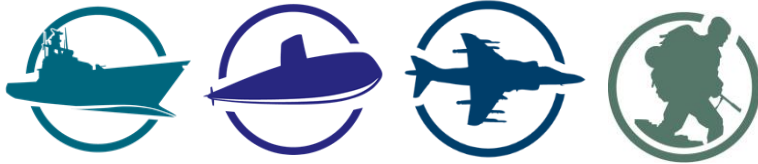
### Service Provision

The NMRN is looking to appoint a supplier to source and purchase different media streams to allow us to continue with our campaigns to increase awareness of our attractions to drive visitor footfall. We need to be confident that the media we purchase delivers against our targets for increasing our visitor numbers across all our sites which include: Portsmouth Historic Dockyard (PHD) in Portsmouth, The Royal Navy Submarine Museum and Explosion Museum (both located in Gosport), The Fleet Air Arm Museum (FAAM) in Yeovilton, Somerset, The National Museum of the Royal Navy – Hartlepool (NMRN H) and HMS Caroline in Belfast.

The advertising media schedules must reflect the target markets and address the diverse geographical coverage our target markets represent. They must also have excellent links with media owners and be able to demonstrate creativity in campaign planning.

We are looking to appoint a specialist media buying agency to provide the following services:

- To position NMRN with target markets by developing relationships with key media groups.
- Give cost effective coverage, in relation to the budgets available.
- To help broaden the reach and awareness of NMRN through effective use of advertising and media sponsorship, and improve the cost efficiency of our media buying.
- To plan and execute a strong offline advertising campaign to gain cut-through to audiences within the 90 minute drive time of each of the destinations.
- To deliver impactful call to action 'BUY NOW, BOOK ON LINE SAVE 20%' campaigns affording as many opportunities to hear and see as possible.
- To provide consultancy and work closely with the NMRN team, partners and appointed agencies including graphic designers, on best practice in messaging, design and new outlets should the need require.



## Campaign

Regular activities for raising awareness include, but are not limited to:

- TV and radio advertising
- Newspaper advertising
- Supplement content
- Channel advertising
- Online advertising
- Poster site advertising
- In-transport advertising
- Point of sale/display material
- Events/exhibitions attendance
- Sponsorship

Please see the main key dates for these activities below.

Activity	When
Easter – launch of season	April
Half terms	Feb, October, May
School Holidays	Summer and Christmas
Special activities – Halloween, Valentine’s day, Remembrance etc	Various

The selected supplier must be able to deliver a high quality, value for money contract, and demonstrate an understanding of the target markets. We are looking for a constructive and proactive partnership. We are seeking genuine expertise and added value in all of areas covered by the brief.

This agency will work with the NMRN’s in house marketing representative and external services agencies as required.

Agencies should submit proposals which demonstrate:

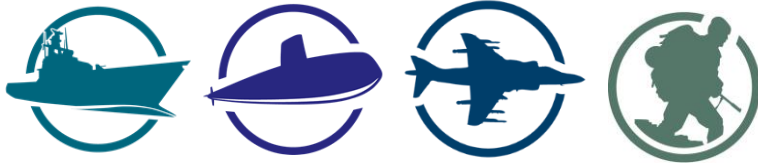
### **Market Knowledge:**

Demonstrate knowledge of the regional media market as well as experience of national channels.

Have experience of working across a wide range of channels including print, trade, social media, online, TV, radio, cinema, outdoor and ambient.

### **Understanding of NMRN and its strategic aims.**

Have a good understanding of appropriate media outlets and ensure that NMRN makes best use of all the available media channels.



Be able to work with NMRN to ensure that advertising and sponsorship activity is developed as part of strategic approach to communications.

Be able to provide suggestions that will improve the effectiveness of our current advertising activity linked to a wider marketing strategy.

### **Strong Project Management**

Deliver value for money.

Have an open and transparent approach to costing/charging.

Planning for, analysis and evaluation of campaigns effectiveness, including ROI.

Provide day-to-day account management as well as strategic support.

Willingness to work with partners and suppliers to schedule and fulfil media schedules.

### **Relevant Previous Experience**

Experience of building successful and consistent brands within modest budgets and an ability to efficiently and effectively handle different campaigns or work programmes with equal priority and attention.

Have a track record of developing media buying campaigns as part of integrated marketing strategies on behalf of the Leisure, Tourism and Heritage sector.

### **Tender proposals should include :**

A summary of your approach for delivering the requirements of this contract demonstrating your understanding of the tourism/leisure and heritage sector and the aims and ambitions of The NMRN.

Include details of previous experience of contracts of this nature (no more than three examples) demonstrating breadth of reach and creativity (including visual examples)

How the model for delivery will provide added value to the outcome of the contract

A full cost breakdown. This should include details of the numbers and status of staff involved, their time and associated costs. VAT and expenses should be identified separately.

Details of the account handling team and responsibilities.

### **Scenario submission:**

In addition, please include a proposal for the following scenario which demonstrates the following criteria:

- Demonstrating understanding of the brief and NMRN aims
- Range and suitability of suggested outlets
- Knowledge of target market



- Value for money
- Creativity

‘Portsmouth Historic Dockyard is launching a brand new UK exclusive ‘Horrible Histories Pirate Exhibition’ for Easter 2019 and wants to attract visitors both inside and outside of the South East region, and including London during the Easter holidays.

The campaign will run from 1 – 22 April and should incorporate a mixture of platforms. The budget available for this campaign is £40, 000+VAT. Please prepare a proposal to support this campaign, including suggested titles and outlets, details of pricing and costs and a simple schedule. You may also include previous examples of similar adverts.

### **CONTEXT**

Across the portfolio of attractions, the National Museum of the Royal Navy (NMRN) welcomes 1.2 million visitors per year.

We are home to many of the world’s finest and most iconic maritime heritage brands including HMS Victory, HMS Warrior, HMS Trincomalee and HMS Caroline. We are represented across the UK in Portsmouth, Yeovilton, Hartlepool, Belfast and Devonport.

The NMRN’s headquarters are based at Portsmouth Historic Dockyard (PHD) and provides the central location for all the marketing, print and fundraising functions.

Currently we have two distinctive brand propositions: NMRN and PHD. Each brand however does ‘share’ some mutual attractions, but these are treated differently to maximize footfall to the respective brands, for example HMS Victory, HMS Warrior the NMRN Portsmouth (formally the Royal Naval Museum) and Pirates (new for 2019) are all NMRN assets but are also marketed as part of Portsmouth Historic Dockyard.

#### **Attractions currently included in the PHD brand:**

HMS Warrior 1860 – operated by NMRN

Action Stations – operated by NMRN

Boathouse 4 – operated by Portsmouth Naval Base Property Trust

National Museum of the Royal Navy – Portsmouth – operated by NMRN

HMS Victory – operated by NMRN

HMS M.33 – –operated by NMRN

Pirates – operated by NMRN

Harbour Tours and water ferry – NMRN (using a third party)

The Royal Navy Submarine Museum – operated by NMRN

Explosion Museum – operated by NMRN

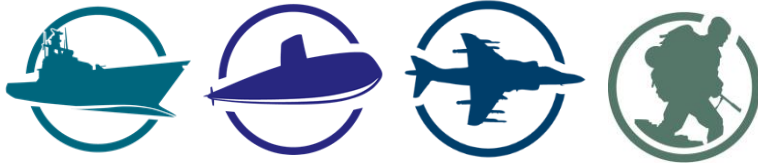
The Mary Rose is no longer part of the PHD offer and are marketed and operated independently.

Information about our sites can be gained from our website [historicdockyard.co.uk](http://historicdockyard.co.uk)

Attractions currently included in the NMRN are:

#### **Portsmouth:**

National Museum of the Royal Navy – Portsmouth



HMS Warrior  
 Action Stations  
 HMS Victory  
 HMS M.33  
 Pirates

The Royal Navy Submarine Museum (Gosport, accessible by a free waterbus from PHD)  
 Explosion Museum of Naval Firepower (Gosport, accessible by a free waterbus from PHD)  
 Harbour tours and water ferry

**Yeovilton in Somerset:**

The Fleet Air Arm Museum (FAAM)

**Hartlepool: (National Museum of the Royal Navy Hartlepool) NMRNH**

HMS Trincomalee and the Maritime Experience

**Belfast, Northern Ireland:**

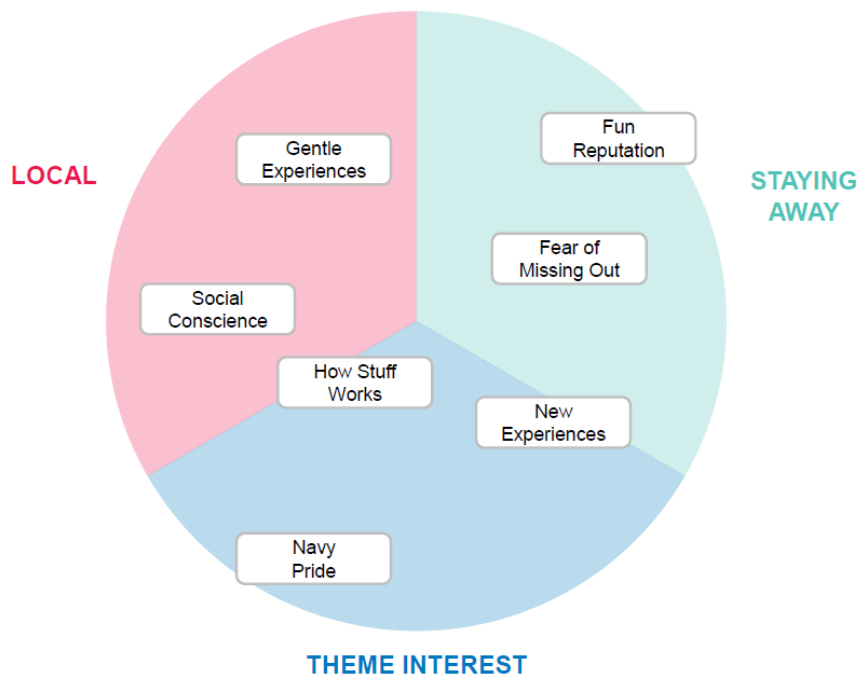
HMS Caroline and the Pump Room

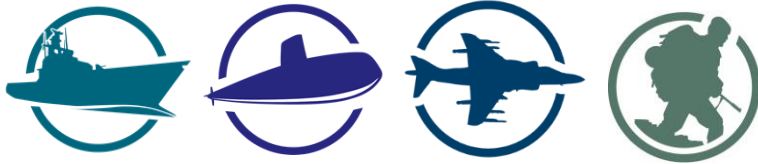
Information about our sites can be gained from our website [nmrn.org.uk](http://nmrn.org.uk) and [historicdockyard.co.uk](http://historicdockyard.co.uk)

**AUDIENCE PROFILES**

Summary of the segment profiles for PHD, FAAM, NMRN H and HMS Caroline (the full report of our segment pen portraits can be sent on request)

**A) Portsmouth - PHD and Gosport Target Audiences:**





- **Local audience:** living approximately 50 miles from PHD (have visited cultural attractions on day trips from home at least twice in the past 12 months). Messaging is about repeat visiting: reasons to revisit and come and see us again: we are refreshing the offer and have much more to see and do again and again and again.
- **Staying Away audience:** living outside 50 miles of PHD (but have stayed in the local area (50 miles but excluding the IOW) for leisure in the past 12 months and visited attractions on their stay(s). Messaging is about one visit, once only: great value for money so much to see and do for a great day out for friends and family.
- **Themed interest:** persons with very strong professional, academic, specialist or personal interest in either: Naval History, Royal Navy, iconic or historic ships. Visited historic dockyard in past 12 months or very interested in visiting in the next 3 years. Messaging – these visitors will come anyway: always something new to see and be engaged with.

### Primary segments:

- New Experiences

Key Desire: “I want new and different experiences in my life”

Communication proposition: “Come and visit PHD for an exciting, unique experience”

Defining Attitudes: They are constantly seeking new and different things to see and experience across the wide range of different attractions they visit. They are lively, enthusiastic visitors, for whom visits are primarily about having engaging ‘in the moment’ experiences, stimulating emotions.

Average age 44.3yrs

50% male, 50% female

- Fun Reputation

Key Desire: “I want to be guaranteed to have fun”

Communication proposition: “Escape to a place with a wide range of fun, entertaining and hands-on things to do”

Defining Attitudes: They place greatest emphasis on having fun and tend to stick to places which they know or have this reputation, often being frequent visitors to zoos/sari parks and theme parks. Historic dockyards are less likely to be seen as fun by them.

Average age 36.3yrs

54% male

- Fear of Missing Out

Key Desire: “I want to be seen to be doing the latest experiences and places to visit”

Communication proposition: A must-see place to visit that everyone’s talking about”

Defining Attitudes: They tend to look for attractions or memberships which are trendy or fashionable and often go where their friends visit and then share on social media. Although dockyards are not seen as appealing, they are interested in the new developments at PHD.

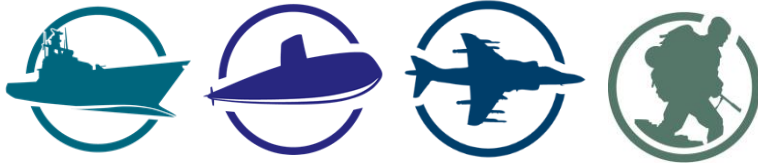
Average age 37.9yrs

68% male

### Secondary segments:

- Gentle Experiences

Key Desire: “I want a relaxing trip out”



Communication proposition: A leisurely trip out where you can explore at your own pace, with great cafes and shops”

Defining Attitudes: Their attraction visits are about getting out and about, with visiting peaceful, relaxing environments important – often incorporating a visit to the café and shop. They are also immensely proud to be British.

Average age 52.5yrs

54% male

- Social Conscience

Key Desire: “I want to see ordinary people being treated fairly in societies

Communication proposition: “Visit to see the active contribution the dockyard made to ordinary people and developing societies”

Defining Attitudes: They are interested in ordinary people and their contribution to the development of society and culture. Their social values mean that they have a relative lack of pride in Britain, often avoid places to do with war and conflict and attractions which charge an admission fee.

Average age 43.0yrs

62% female

#### Tertiary segments:

- How Stuff Works

Key Desire: “I want to understand how things work”

Communication proposition: Explore first-hand the workings of some of the greatest ships of the Royal Navy”

Defining Attitudes: They have an inquisitive nature, particularly enjoying the intellectual challenges of understanding the mechanics of how things work. They have a commensurate interest in the manufacture, technical and design aspects of ships and other military and mechanical hardware but reject the more commercial aspects of attractions.

Average age 52.3yrs

67% male

- Navy Pride

Key Desire: "I want to indulge my passion for the Navy”

Communication proposition: “The best place in Britain to come and share in the achievements of the Royal Navy”

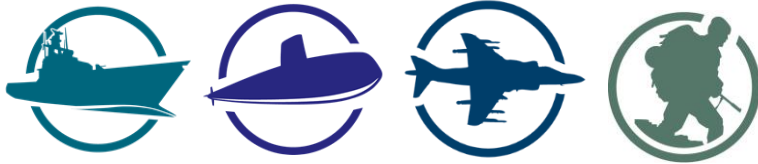
Defining Attitudes: They have a passion for the Navy, often a personal connection, and are very proud of its and Britain’s achievements. They prefer easy-paced, relaxing attraction visits where they can see things in their own time and sometimes reminisce.

Average age 55.5yrs

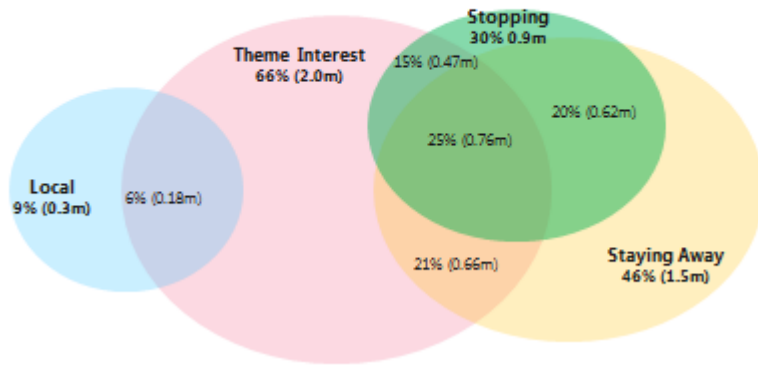
53% male

#### B) Fleet Air Arm Museum Target Audiences:





FAAM Audience breakdown



18

Primary segments:

- FAAM Pride

“I have family in the Fleet Air Arm and a passion for the Armed Forces. I am very proud of being British and I love to learn about our famous battles and the heroes that have fought them. When I visit attractions, I like to have time and space to take it all in. I often take my grandson so he can learn about the importance of the struggles our servicemen and women have been through.”

“FAAM is the best place in Britain to celebrate Britain’s achievements by air and by sea”

- New Experiences

“I am constantly looking for new and different things to see and experience. I am very enthusiastic about visitor attractions and like to get a lot out of my visits. A perfect visit would stimulate my emotions and transport me into the past. Authentic objects and stories of ordinary people, and expert input are always effective – particularly when they celebrate British achievements.”

“Come and visit FAAM for a completely unique, different and immersive experience”

- Fun reputation

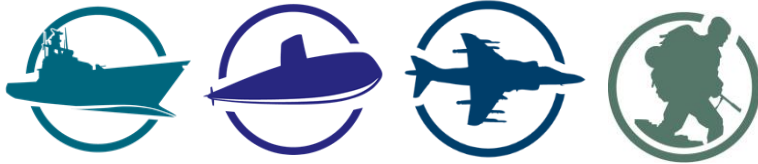
“For me and the family a day out is mostly about having fun, with a bit of learning thrown in too. I tend to stick to places I know will give us this - which is probably why we have a Merlin pass! On a typical day out you’ll find us in a zoo, safari park or theme park. We like to visit aircraft museums too – but only if they keep the children entertained.”

“A fun day out with a range of hands-on fun things to do”

- Gentle Experience

“We like to go to attractions just to get out and about. Peaceful and relaxing environments are important to us – often incorporating a visit to the café and shop. We are proud to be British and like to see things that make us even prouder!”

“A leisurely trip out, where you can explore in your own time”



### Secondary segments:

- How Stuff works

“More than anything I enjoy understanding the mechanics of how things work and are put together – and that applies to machines and people. I often visit castles because I love to work out how they were built with such limited technology, and how the society lived around them. Anything technical interests me, particularly aircraft and the physics behind them. I’d visit an aircraft museum, but you’d have to convince me that it would be interesting – I’m not going to a dumbed-down Disney aimed at children”.

“Explore first-hand the advanced technology and workings of some of the most iconic aircraft in British history”

- FOMO

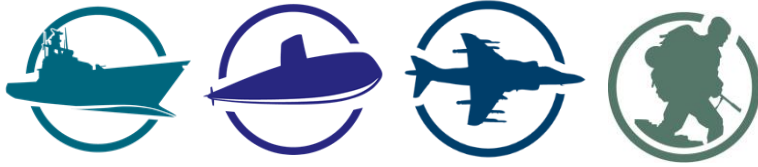
“I like to go to the latest big shows and attractions that everyone is talking about. I’m always posting the places I’ve been to on social media. Aircraft museums sound interesting - I’d love a selfie in a Concorde!”

“Iconic aircraft and experiences that everyone is talking about”

- Social Conscience

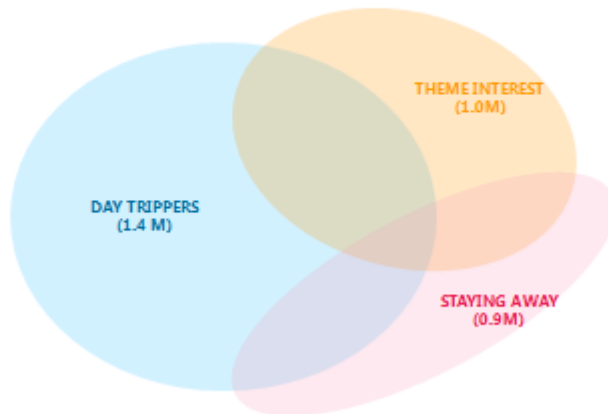
“I am interested in ordinary people and their contribution to society. I’m not particularly patriotic, and places to do with war and conflict aren’t really top of my list. On days out I love to visit garden attractions, historic houses, cathedrals and art galleries – particularly if they tell the stories of the people that lived there. Aircraft museums don’t sound like my cup of tea – I tend to get put off by anything to do with war – but you never know!”

“Explore the role of the unsung heroes in the Fleet Air Arm”



### C) HMS Caroline Target Audiences:

HMS Caroline pragmatic audience breakdown (full market)



#### Primary segments:

- Navy Pride

“I am a very patriotic Briton, and I’m very proud of how our Armed Forces have helped shape the world. I don’t think we celebrate our traditions enough, and I’m worried we’re starting to lose our identity.

I don’t visit attractions a huge amount, but when I do, I love nothing more than to take my wife or my grandson to a decommissioned Royal Navy ship and to learn about her victorious battles and the people that served. The Jutland Experience sounds right up my street.

I know what I’m talking about when it comes to the Royal Navy so I want to listen to experts when I’m there. They may be able to give me snippets of information I don’t know”

- Maritime explorers

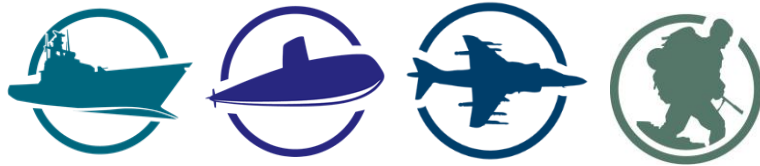
“I’m proud of my origins but I don’t let patriotism get in the way of my outlook of the world. I love to learn about other cultures and think we can really benefit from spending time alongside each other.

I visit lots of attractions – my favourites tell the stories of ordinary people – their struggles and their experiences, but I don’t mind learning about famous people too. I love getting on board a ship and learning about the battles she has been involved in, and the impact on those on board. That said, I’m probably more of a James Cook than a Horatio Nelson”

- Active Improvers

“Me and my family go to attractions literally all of the time. We love to tick places off the list particularly those that everyone is talking about – in fact we’ve got an actual list on our fridge at home where we put all the places we want to go to. We hate missing out! Visiting attractions is more about doing than learning or seeing, and we’re at our happiest when we’re hands-on and developing a new skill. They make great conversation at dinner parties. I always share what I’ve done on social media so the more unique and exciting the better ”

“Come and see Belfast’s newest and most talked about attraction”



### Secondary Segments for special events and promotions

- Fun and Frugal

“I love going on fun days out with the kids, especially to places where the whole family can get involved in activities and learn at the same time – Torpedo School sounds great!

I normally go to sites that are free to enter, but will always keep an eye out online for any discounts that will get me into paid for attractions for a bargain price. Busy and expensive attractions are a no no.

I tend to stay away from the gift shop if I can, but might get a souvenir for the kids if they’ve been well-behaved, how much is the Sailor Duck?”

- Culturally Conscience

“I love visiting attractions like peaceful gardens and beautiful cathedrals. From what I’ve heard, a place like HMS Caroline doesn’t really appeal to me – I have little interest in spending my time learning about battles and weaponry. I do love hearing about the stories of ordinary people, and if experts and actors can help show me the ship in a different light – focussing on defence and peacekeeping – this could pique my interest, after all, I’m always looking to broaden my horizons.

I’m a regular on social media, so if HMS Caroline posts interesting content I might consider a visit!”

- Simple Pleasures

“Visitor attractions are an important part of my leisure time, and I don’t mind travelling to get to them. I visit a range of places, from science museums to zoos to theme parks, and even art galleries. When I’m not visiting attractions, you’ll find me at the cinema or at comedy nights. I always look forward to Belfast’s Culture Night. At a museum I prefer facts and technical explanations, preferably shown by film. I’m not interested in people history or someone challenging the way I think. That said I like to test my brain – I’m more of a scientist than a philosopher! Ships sound ok but aren’t top of my list”

**Due to incremental income opportunity, the most valuable audience is:**

**Maritime explorers**

**Simple Pleasurers**

### D) National Museum of the Royal Navy Hartlepool Target Audiences:

#### Primary segments:

- Family Audience
- Local residents
- Navy Pride
- Heritage enthusiasts

We are conducting a full segmentation for NMRNH in April 2019.



## Section 4

### Tender Assessment and Evaluation

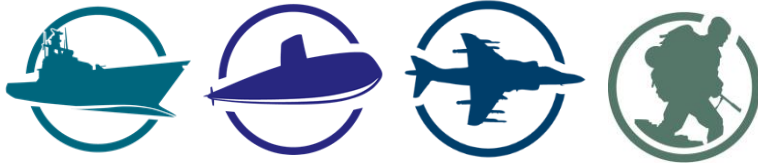
#### 4.1 Evaluation of Tenders (Compliance)

- 4.1.1 Submitted tenders will be subject to a compliance check, selection and finally a quality and price evaluation by means of a structures process in order to determine the tender, from a suitably qualified and experienced organisation, that in the NMRN's opinion offers best value to the NMRN.
- 4.1.2 The initial compliance phase will include checks to ensure the documents have been properly completed and all required information has been provided.
- 4.1.3 If, during the initial compliance phase, it is apparent that a Tenderer has submitted a fundamentally non-compliant or incomplete tender then the NMRN reserves the right to reject that tender and continue to assess the other tenders as appropriate.
- 4.1.4 Tenders who pass this initial screening process will thereafter be subject to further assessment as detailed below.
- 4.1.5 The evaluation process will be systematic, thorough and fair.
- 4.1.6 After the initial assessment phase, a 2-stage evaluation process will be undertaken:
- (1) **Selection** Criteria
  - (2) **Award** Criteria

#### 4.2 Evaluation of Tenders (Selection)

- 4.2.1 The Selection stage will evaluate Tenderers on the following aspects of their responses to the questionnaire in Section 7 of the Tender document.

1	General Information	Not assessed – for information only
2	Consortia Information	Not assessed – for information only
3	Insolvency and Criminal Proceedings	Pass / Fail
4	Financial Information	Pass / Fail
5	Technical and Professional Capability	Pass / Fail
6	Equalities	Pass / Fail
7	Health and Safety	Pass / Fail
8	Information Security Policy	Pass / Fail
9	Design and Creativity – Ref. Schedule of Services and Mandatory Criteria.	Pass / Fail



- 4.2.2 Information provided as a direct response to the questionnaires will be evaluated. Information and details which forms part of general company literature or promotional brochures etc. will not form part of the evaluation **process however we strongly recommend that you provide examples of marketing material and collateral that you have produced for clients to support your tender application and demonstrate your competency.**
- 4.2.3 All questions will be answered.
- 4.2.4 Please note that the NMRN may require clarification of the answers provided or ask for additional information.
- 4.2.5 The response should be submitted by an individual of the organisation, company or partnership who has the authority to answer on behalf of that organisation, company or partnership.
- 4.2.6 Should the response be found to be erroneous or in any other way incorrect, the NMRN reserves the right to disqualify the candidate from the tender.
- 4.2.7 Each of the above Selection stage aspects will be evaluated separately, with a mark of Pass or Fail. Tenderers will be required to pass all aspects in order to achieve an overall Pass for the Selection stage and therefore have their tender further assessed in the final evaluation phase which covers price.

### 4.3 Evaluation of Tenders (Award)

- 4.3.1 Tenders will be evaluated using the following criteria and associated weightings:

All criteria have been summarised on pages 10 to 13

Criteria	% Weight	Scoring
Scenario	45%	0-10
Market Knowledge	10%	0-10
Understanding of NMRN	10 %	0-10
Strong project management	10%	0-10
Relevant Experience	15%	0-10
Value for Money	10%	0-10
<b>Total</b>	<b>100%</b>	

Each reply will be scored according to the assessment given in the above table:

0-2	Unacceptable – Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.
3-4	Poor – Response is partially relevant and poor. The response addresses some elements of the requirement but contains insufficient/limited detail or explanation to demonstrate how the requirement will be fulfilled.
5-7	Acceptable – Response is relevant and acceptable. The response addresses a broad understanding of the requirement but may lack details of how the requirement will be



	fulfilled in certain areas.
8-9	Good – Response is relevant and good. The response is sufficiently detailed to demonstrate a good understanding and provides details on how the requirements will be fulfilled.
10	Excellent – Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full.

#### 4.4 Further Clarification

4.4.1 **Supplier product presentation** – During the tender evaluation period, tenderers **may be** required to demonstrate their proposed solutions to representatives of the NMRN and to answer questions on their bid for the purposes of clarification. The quality scores **may be** altered by the evaluation panel if taken to this interview stage.

All costs involved will be borne by the tenderers.

#### 4.5 Variant Bids

4.5.1 Subject to the submission of a compliant tender, bidders may also submit an alternative price and method for provision of the services or goods, which NMRN, at its sole discretion, may or may not pursue.

#### 4.6 Confidentiality

4.6.1 NMRN will not disclose to any third party information that is supplied in tenders that is marked as confidential. All other information supplied by bidders to NMRN will similarly be treated in confidence except that references may be sought from banks, existing or past clients, or other referees submitted by the Bidders.

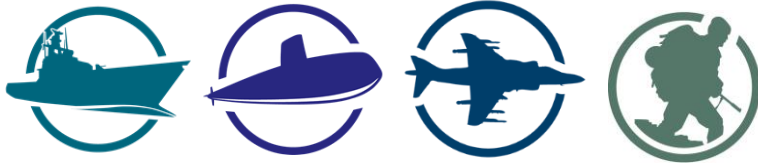
#### 4.7 Conflict of Interest

4.7.1 Bidders are required to confirm that they are not aware of any conflict of interest or any circumstances that could give rise to a conflict of interest in the performance of the proposed Contract.

#### 4.8 Consortia

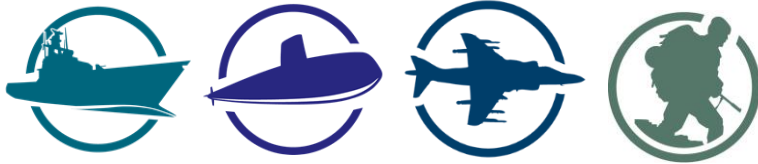
4.8.1 Bids from multi-disciplinary organisations and specially formed consortia are encouraged, but all organisations in specially formed consortia must be identified in the response to the ITT. Each group or consortium will be required to nominate a lead person with whom NMRN can contract or form themselves into a single legal entity before contract award. In the case of group bidders or consortia, each service provider will be required to become jointly and severally responsible for the contract before acceptance.

4.8.2 If the tenderer is a group bidder or consortium, each member of the consortium must be identified separately as part of the response to this ITT.



4.8.3 If the tenderer is a member of a group of companies they should provide information only about themselves and not the Group as a whole (except where Group information is specifically requested by the question).





## Section 5

### Structure and Format of Response

#### 5.1 Introduction

- 5.1.1 Your response to this tender document should follow the defined structure as outlined. Your response will be used to evaluate and score the different sections of each proposal received. All parts of this section are deemed **Essential** and require response.
- 5.1.2 The response should be presented in A4 format with an easily readable font style and size.

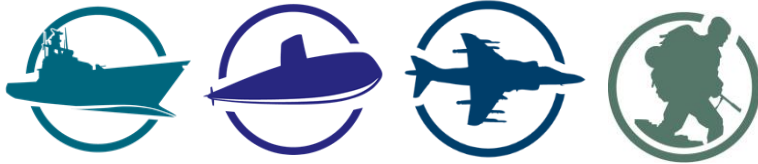
#### 5.2 Approach to the Contract (Quality Control)

- 5.2.1 Contractors should describe how they will approach the implementation and performance of this contract with particular regard to the requirements outlined in the Schedule of Requirements. Contractors should outline their proposals for on-going quality control during the project and how they will remedy any failures.

#### 5.3 Project Resourcing

- 5.3.1 Contractors should describe the resources that they will be deploying on this contract if they are successful, stating whether any staff resources are currently in place or will require to be recruited. They should also give indications as to the background and knowledge of key personnel who will be deployed in the delivery of this contract.
- 5.3.2 Explain any sub-contract arrangements that you will depend on to deliver the contract and explaining how you will manage this/these relationships with other stakeholders (if any).

Any Lead Times between award of Contract and start of Services should be highlighted.



## Section 6

### Pricing Proposals

Pricing Proposals should be in the following format:

6.1 As defined on page 10/11

Item	Description	Offer Price £ ex VAT
Phase 1		
Phase 2		

Total: \_\_\_\_\_

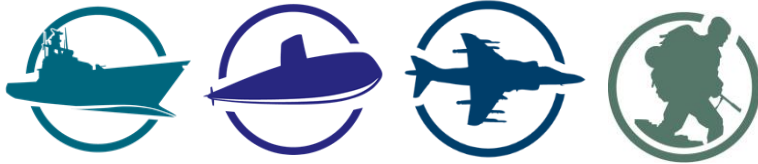
Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Note that **Pricing Proposals** should be completed in full and must be signed by a person properly authorised to do so on behalf of the bidding organisation



## Section 7

### Supplier Questionnaire

#### 7.1 General Information

7.1.1 Full legal name, address and website of the Potential Provider in whose name the tender will be submitted (the Prime or Single contractor):

<b>Company Name</b>	
<b>Address from which the contract will be delivered</b>	
<b>Town/City</b>	
<b>Postcode</b>	
<b>Country</b>	
<b>Website</b>	

7.1.2 Name, position, telephone number and email address of the main contact for this project:

<b>Name</b>	
<b>Position</b>	
<b>Telephone Number</b>	
<b>Fax Number</b>	
<b>Email Address</b>	

7.1.3 Current legal status of Potential Provider (e.g. partnership, private limited company, etc.)

	<b>Please tick one box</b>
<b>Sole Trader</b>	
<b>Partnership</b>	
<b>Public Limited Company</b>	
<b>Private Limited Company</b>	
<b>Public Sector (including Registered Charities, NDPBs, Housing Associations)</b>	
<b>Other (<i>please state</i>)</b>	

7.1.4 Date and place of formation of the Potential Provider and, if applicable, registration under the Companies Act 2006<sup>1</sup>. Please provide copies of Certificates of Incorporation (where appropriate) and any changes of name, registered office and principal place of business.

<b>Date of Formation</b>	
<b>Place of Formation</b>	

<sup>1</sup> Potential Providers established outside the United Kingdom may provide equivalent information. For a list of acceptable equivalent information, please refer to Regulation 23(7) of the Public Contracts Regulations 2006.



<b>Date of Registration</b>	
<b>Company Registration Number</b>	
<b>Certificates enclosed</b>	
<b>Registered VAT Number</b>	
<b>Registered Office</b>	
<b>Principal Place of business</b>	

**Ownership Structure**

7.1.5 If the Organisation is a member of a group of companies, give the full legal name and address of the Parent/Holding Company, if applicable:

<b>Company Name</b>	
<b>Address</b>	
<b>Town/City</b>	
<b>Postcode</b>	
<b>Country</b>	
<b>Company Registration Number<sup>2</sup></b>	

7.1.6 Full legal name and address of (ultimate) Parent/Holding Company, if applicable:

<b>Company Name</b>	
<b>Address</b>	
<b>Town/City</b>	
<b>Postcode</b>	
<b>Country</b>	
<b>Company Registration Number<sup>3</sup></b>	

7.1.7 If the Potential Provider is a division or subsidiary, what is the relationship with the Parent Company (e.g. 100% owned subsidiary)

<b>Relationship</b>	
---------------------	--

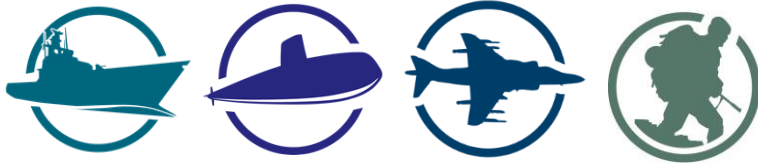
7.1.8 Please provide a one-page chart illustrating the ownership of the Potential Provider including relations to any parent or other group or holding companies.

<b>Ownership structure enclosed (please tick ✓)</b>	
---	--

7.1.9 Please provide a brief history of the Potential Provider's organisation.

<sup>2</sup> Or, for parent companies established outside the United Kingdom, equivalent information as set out in Regulation 23(7) of the Public Contracts Regulations 2006.

<sup>3</sup> Or, for parent companies established outside the United Kingdom, equivalent information as set out in Regulation 23(7) of the Public Contracts Regulations 2006.



<p><b>Brief history of the Potential Provider's organisation, no more than 400 words, including details of any parent and associated companies and any changes of ownership over the last 5 years including details of significant pending developments, changes in financial structure or ownership, prospective take-over bids, buy-outs and closures etc. which are currently in the public domain.</b></p>	
--	--

7.1.10 Is the Potential Provider a consortium joint venture or other arrangement? If so, and if it is available, please provide details of the constitution and percentage shareholdings.

<b>Consortium</b>	YES / NO <i>(please delete)</i>
<i>If yes, please complete the table below:</i>	
<b>Organisation</b>	<b>Percentage Shareholding</b>

7.1.11 Registration with a professional body.

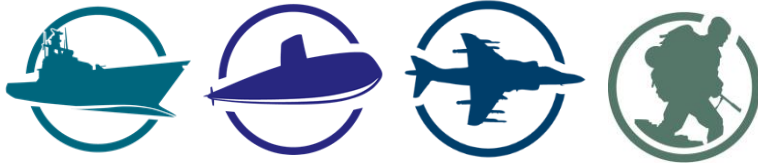
Where applicable, is the Potential Provider registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex IX B of Directive 2004/18/EC) under the conditions laid down by that member state<sup>4</sup>).

<p><b>Evidence of Registration with appropriate professional/trade body</b>  <i>Either insert required details or state 'None'</i></p>

7.1.2 VAT registration number

<b>VAT Registration Number</b>	
--------------------------------	--

<sup>4</sup> In the UK this condition is satisfied by registration with Companies House or a declaration on oath that the candidate is carrying on business in the trade in question in the UK at a specific place of business and under a specific trading name.



## 7.2 Consortia Information

**All Potential Providers should answer question 7.2.1.** Where a Potential Provider at this stage of the process intends to sub-contract they should answer questions 7.2.2 and 7.2.3 below. Where a Potential Provider becomes aware of the intention to sub-contract at later stages in the procurement they are required to notify NMRN of this and provide the information requested below at that time. Where a Potential Provider is a consortium, they should indicate which members are proposing to deliver the services.

7.2.1 Please tick the box below which applies:

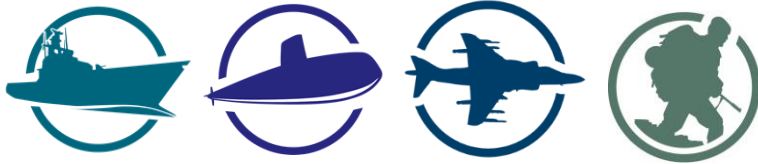
<b>(a) Your organisation is bidding to provide all the services required itself (if ticked, go to Section 3)</b>	
<b>(b) Your organisation is bidding in the role of Prime Contractor and intends to use the third parties to provide some services</b>	
<b>(c) The Potential Provider is a consortium</b>	

7.2.2 If your answer to 7.2.1 is (b) or (c), please indicate in the table below (by inserting the relevant company/organisation name) the role your partner organisation(s) will undertake or potentially undertake as part of this service.

Requirement	Company/Organisation	How much of the requirement and what will they directly deliver (%)

7.2.3 If your answer to 7.2.1 is (b) and you are unable to confirm all partners (complete a supply chain) at this stage, you will need to demonstrate a satisfactory methodology and track record of delivering a supply chain. Please give a brief outline on policy regarding the use of partner organisations and, if applicable, the extent to which it is envisaged they may be used in any contract.

<b>Methodology for procuring supply chain (no more than 300 words)</b>



### 7.3 Insolvency and Criminal Proceedings

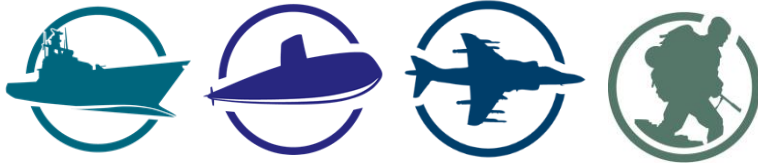
7.3.1 Has the organisation or any of the directors, partners or proprietors been in a state of bankruptcy, insolvency, compulsory winding up, receivership, composition with creditors or subject to relevant proceedings?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.3.2 Has the organisation or any of the directors, partners or proprietors been convicted of a criminal offence related to business or professional conduct?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

**If you are completing the questionnaire as a primary contractor, please confirm this in section 3 for all your proposed consortium members and any other third parties you are considering using to provide the service to the National Museum of the Royal Navy**



## 7.4 Financial Information

7.4.1 Please provide the following financial information or an explanation as to why this information cannot be provided:

(a) A copy of the most recent audited accounts for your organisation that cover the last three years of trading or for the period that is available if trading for less than three years.

or

(b) A statement of the organisation's turnover, Profit & Loss and cash flow position for the most recent full year of trading (or part year if full year not applicable) and an end period balance sheet, where this information is not available in an audited form at (a).

or

(c) Where (a) and (b) cannot be provided, a statement of the organisation's cash flow forecast for the current year and a bank letter or statement from the relevant Director or Accountant outlining the current cash and credit facility position.

and

(d) If the organisation is a subsidiary of a group, (a) or (c) are required for both the subsidiary and the ultimate parent company. Where a consortium or association is proposed the information is requested for each member company.

and

(e) Please provide a statement of the organisation's turnover that relates directly to the supply of this service for the past three years, or for the period the organisation has been trading (if less than three years) in the boxes below:

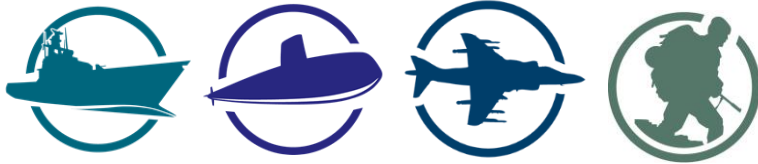
Year Ended	XX/XX/XXXX	XX/XX/XXXX	XX/XX/XXXX
Turnover (£)	£.....	£.....	£.....

7.4.2 Parent company and/or other guarantees of performance and financial standing may be required if considered appropriate as well as confirmation of the organisation's willingness to arrange for a guarantee or a performance bond.

Where the potential provider is dependent financially on a parent company to support its application for this procurement, it must indicate in the box below whether a Parent Guarantee is available if requested.

Where required, Parent Guarantee available?	YES / NO (please delete)
---	--------------------------





7.4.3 Name and address of principal banker:

Bank Name	
Address	
Town/City	
Postcode	
Telephone	
Email Address	

If requested, would you be willing to provide a Banker's reference?	YES / NO (please delete)
---	--------------------------

7.4.4 Has your business met the terms of its banking contracts or any loan arrangements or mortgages during the past year?

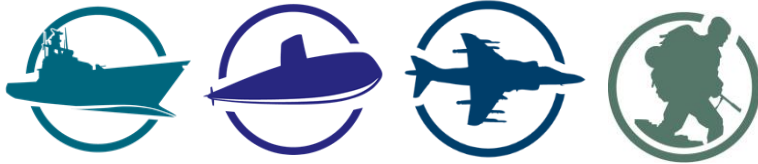
Yes <input type="checkbox"/>	No <input type="checkbox"/>
------------------------------	-----------------------------

If the answer is no, please provide reasons and state what action has been taken by you to rectify the situation?	
---	--

7.4.5 Has your business met all its obligations to make payments as they fall due to its suppliers, staff and/or landlord/licensor during the past year?

Yes <input type="checkbox"/>	No <input type="checkbox"/>
------------------------------	-----------------------------

If the answer is no, please provide reasons and state what action has been taken by you to rectify the situation?	
---	--



## 7.5 Technical or Professional Capability

Bidders are required to provide evidence of having the necessary capacity and capability to deliver the requirements of the contract.

Bidding organisations may demonstrate their experience in delivering goods, services and works similar to the current contract using examples from:

- Within their own organisation (bidders may rely on experience of personnel that they intend to use to carry out the current requirement, even if that experience was gained whilst working for a different organisation)
- Other consortium members (where a consortium bid is being proposed)
- Named sub-contractors (where sub-contractors are being used and their identity is known)

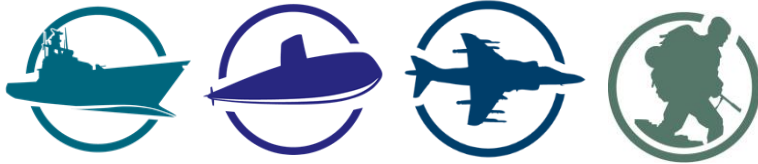
7.6.1 Please provide two examples below:

<p>Please provide your first relevant example that demonstrates your organisations, or, where relevant consortium members and/or named sub-contractors experience in delivering similar goods, services or works to the requirements of this procurement exercise. For goods and services contracts your examples must be from within the last three years and for works contracts your examples must be from within the last five years. The information you provide should cover the following areas:</p> <ul style="list-style-type: none"> <li>• A description of the goods, works or services delivered;</li> <li>• Contract value and dates;</li> <li>• Previous or current customer details;</li> <li>• Details of where you have been able to demonstrate added value through the adoption of innovative solutions.</li> </ul> <p>Either use the space provided or attach a document to your response, which should be no longer than 2 pages of A4</p>	
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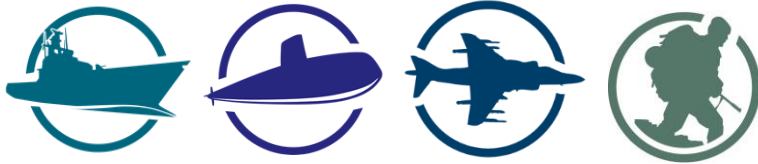
7.6.2

<p>In relation to two examples above, please attach confirmation that the requirements were delivered successfully e.g. acceptance/completion certificates or customer written declaration (if available)</p>	<p>Not required</p>
---	---------------------

7.6.3



<p>Please provide a statement of the technical resources such as the tools, plant, facilities and technical equipment available to your organisation, or, where relevant consortium members and/or named sub- contractors in relation to the delivery of this contract.</p> <p>Please refer to the Specification in Section 3 of this document</p> <p><b>Guidance</b> – <i>The buyer will use the information you provide to evaluate whether your organisation, consortium members and/or named sub-contractors have the required technical resources to deliver the requirement.</i></p>	
<p>Please confirm whether or not your organisation, consortium members have:</p> <ul style="list-style-type: none"> <li>• Defaulted on the delivery of a contract within the last 3 years (goods and services) or 5 years (works)</li> <li>• Had a contract cancelled, or not renewed, for failure to perform within the last 3 years (goods and services) or 5 years (works)</li> </ul> <p>If any of the above applies, please provide an explanation of the action you have taken to prevent a re-occurrence</p> <p><b>Guidance</b> – <i>The buyer will use the information to determine whether you have a successful record of delivery.</i></p>	



## 7.6 Equalities

7.7.1 Does your organisation comply with your statutory obligations under the Equality Act 2010?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.7.2 If relevant to the status of your organisation, i.e. if you have more than 5 staff, please attach a copy of your Equality and Diversity policy and/or equal opportunities policy with your response

7.7.3 In the last three years has any finding of unlawful discrimination been made against your business or organisation by any court or employment tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in jurisdiction other than the UK)?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

If you answered 'yes' to the above question, provide a summary of the finding or judgement and explain what action you have taken to prevent similar unlawful discrimination from reoccurring.

**Guidance** – Buyer may not be able to select a bidder to tender if it has been found to have unlawfully discriminated in the last three years unless it has provided compelling evidence that it has taken robust and appropriate action to prevent similar unlawful discrimination reoccurring

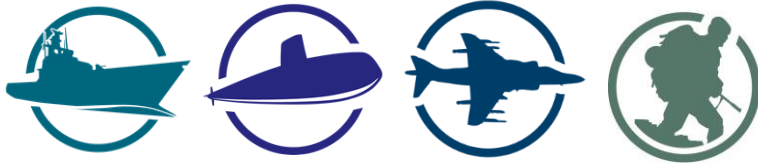
+

7.7.4 In the last three years, has your organisation had a complaint upheld following a formal investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in the jurisdiction other than the UK), on grounds of alleged unlawful discrimination?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

If you answered 'yes', provide a summary of the nature of the investigation and an explanation of the outcome (so far) of the investigation. If the investigation upheld the complaint against your organisation, provide an explanation of what action (if any) you have taken to prevent unlawful discrimination from re-occurring.

**Guidance** – Buyer may not be able to select a bidder if a complaint is upheld following investigation, unless robust and appropriate action has been taken to prevent similar unlawful discrimination from reoccurring



## 7.7 Health and Safety

7.8.1 Does your organisation have a written Health and Safety Policy?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.8.2 Does your organisation ensure compliance with the Health and Safety at Work Act 1974?

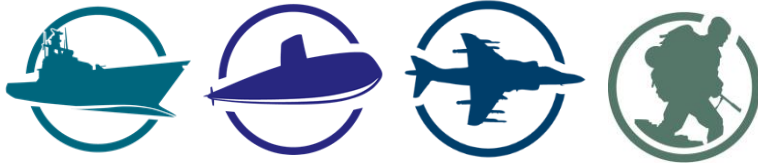
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.8.3 Does your organisation train staff in Health and Safety?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.8.4 Please provide the name of the person in the business specifically responsible for health and safety matters:

---



## 7.8 Information Security Policy

7.9.1 Does your firm have a policy on the protection of client data with respect to the statutory requirements on Data Protection, Freedom of Information and Environmental Information Regulations and confidentiality?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

Please provide details	
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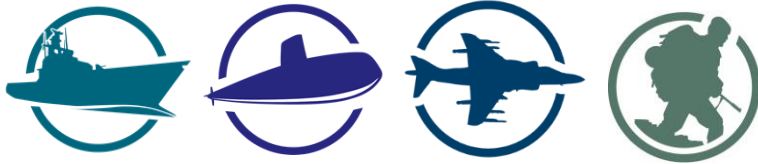
7.9.2 Please provide any further information you think might be relevant to the provision of this service such as: any additional skills or processes your organisation possesses which you consider would lead to additional value/ benefit for the NMRN

Please provide details	
------------------------	--

## 7.9 Design and Creativity Match

7.9.1 Does your submission acknowledge each of the mandatory specifications shown in the schedule of services and

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------



## Section 8

### Form of Tender

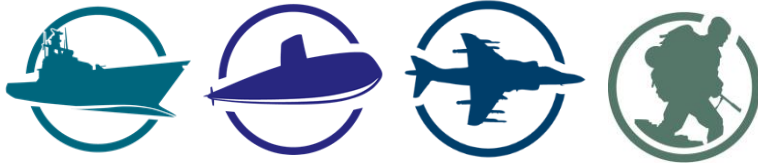
To: NMRN

Dear Sir/Madam

#### TENDER FOR: Media planning and buying

1. I/We\* the undersigned DO HEREBY UNDERTAKE on the acceptance by the NMRN of my/our\* tender to supply and/or deliver the goods and/or services on such terms and conditions and in accordance with such specifications as are contained or incorporated in the invitation to tender.
2. Any prices, rates or discounts quoted in this tender are valid for 90 days after the tender return date and we confirm that the terms of the tender will remain binding upon us and may be accepted by you at any time before the expiry of that period.

Signed	
Name	
Position in Organisation	
Duly authorised to sign tenders for and on behalf of [Name]	
Registered Address	
Nationality of Company	



Date	
------	--

## Section 9

### Certificate of Non-Collusion

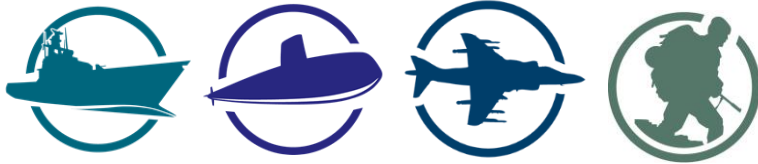
**TO: NMRN**

**RE: Media Buying**

The essence of the public procurement process is that the NMRN shall receive bona fide competitive tenders from all Tenderers. We, the undersigned, hereby certify that this is a bona fide bid and (except as authorised in the Invitation to Tender) we have not, and insofar as we are aware neither has any of our (or any of our proposed sub-contractors) officers, employees, servants or agents:

- (a) Entered into any agreement with any other person with the aim of preventing bids being made or as to the fixing or adjusting of the amount of any bid or the conditions on which any bid is made; or
- (b) Informed any other person, other than the person calling for this bid, of the amount or the approximate amount of the bid, except where the disclosure, in confidence, of the amount of the bid was necessary to obtain quotations necessary for the preparation of the bid for insurance, for performance bonds and/or contract guarantee bonds or for professional advice required for the preparation of the bid; or
- (c) Caused or induced any person to enter into such an agreement as is mentioned in paragraph (a) above or to inform us of the amount or the approximate amount of any rival bid for the Contract; or
- (d) Committed an offence under any applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; or
- (e) Offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Bid or proposed Bid for the works any act or omission; or
- (f) Canvassed any other persons referred to in paragraph (a) above in connection with the Contract; or
- (g) Contacted any officer of NMRN or their agents about any aspect of the contract including (but without limitation) for the purposes of discussing the possible transfer to the employment of the Tenderer of such officer or agent for the purposes of the Framework Contract or for soliciting information in connection with the Contract.





We also undertake that we shall not procure the doing of any of the acts mentioned in paragraphs 1 to 7 above before the hour or date specified for the return of the bid nor (in the event of the bid being accepted) shall we do so while the resulting contract(s) continue in force between us (or our successors in title) and NMRN.

In this certificate, the word 'person' includes any person, body or association, corporate or incorporate and 'agreement' includes any arrangement whether formal or informal and whether legally binding or not

Signed	
Name	
Position in Organisation	
For and behalf of	
Date	



**THIS AGREEMENT** is made on [REDACTED]

## **BETWEEN**

- (1) **NMRN OPERATIONS** a company limited by guarantee and incorporated under number 09988314 with registered charity number 1169061 whose registered office is at National Museum Of The Royal Navy, HM Naval Base, PP66, Portsmouth, Hampshire PO1 3NH (“the **Customer**”); and
- (2) [REDACTED] a company registered in England and Wales with number [REDACTED] whose registered office is at [REDACTED] OR IF A PERSON [REDACTED] of [REDACTED] (“the **Supplier**”).

## **BACKGROUND**

The Customer wishes to purchase and the Supplier wishes to supply certain services subject to the following terms and conditions.

**NOW IT IS AGREED** as follows:

### **1 INTERPRETATION**

#### **1.1 Definitions**

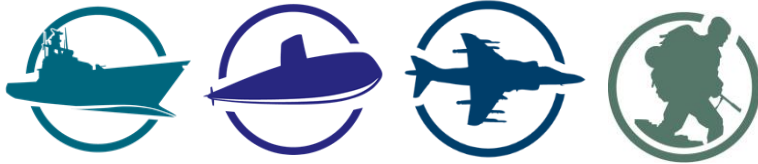
In this Agreement the following words and expressions shall have the following meanings:

**Applicable Data Protection Law** means all applicable data protection laws including the General Data Protection Regulation (EU) 2016/679 (“GDPR”), read in conjunction with and subject to the Data Protection Act 2018, in each case as amended, re-enacted or replaced from time to time;

**Charges** the Supplier’s charges for the Services as set out in **Error! Reference source not found.** and any other sums due to the Supplier under this Agreement;

**Commencement Date** [the date of this Agreement;]

**Confidential Information** all information disclosed by or on behalf of a party (in whatever medium including in written, oral, visual or electronic form and whether before or after the date of this Agreement) including all business, financial, commercial, technical, operational, organisational, legal, management and marketing information;



**Deliverables** any documents, products and materials to be developed and provided by the Supplier as part of or in connection with the Services, including any products of the Services;

**Intellectual Property** all inventions, patents, utility models, designs (including rights relating to semi-conductor topographies), database rights, copyright and related rights, rights in get up and trade marks (in each case whether registered or unregistered), together with all rights to the grant of and applications for the same and including all similar or analogous rights and all other rights in the nature of intellectual and industrial property throughout the world and all future rights of such nature; and

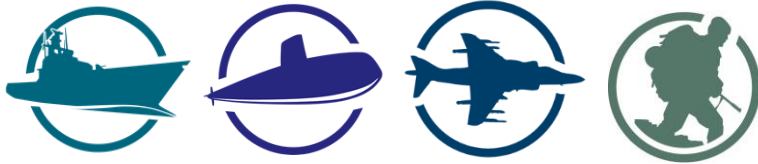
**Services** the services described in **Error! Reference source not found.**, including the development and provision of any Deliverables.

## 1.2 Construction

1.2.1 In this Agreement, unless otherwise specified or the context otherwise requires:

- (a) words importing the singular only shall include the plural and vice versa;
- (b) words importing the whole shall be treated as including a reference to any part;
- (c) reference to this Agreement or to any other document is a reference to this Agreement or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time as permitted by the provisions of this Agreement;
- (d) reference to any legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept, state of affairs or thing shall in respect of any jurisdiction other than England be deemed to include that which most closely approximates in that jurisdiction to the English legal term; and
- (e) references to termination of this Agreement shall include its expiry.

1.2.2 Any phrase in this Agreement introduced by the term “include”, “including”, “in particular” or similar expression shall be construed as illustrative and shall not limit the sense of the words preceding that term.



1.2.3 Headings used in this Agreement are for reference only and shall not affect its construction or interpretation.

### 1.3 Other references

In this Agreement a reference to:

1.3.1 **this Agreement** means this agreement including all Schedules, Annexures, Exhibits and other attachments and recitals to this agreement;

1.3.2 **business day** means a day, other than a Saturday or a Sunday, on which banks are open for business in London;

1.3.3 **parties** means the Customer and the Supplier collectively, and “party” means either of them and their permitted assignees;

1.3.4 **person** includes any individual, firm, company, corporation, body corporate, government, state or agency of state, trust or foundation, or any association, partnership or unincorporated body of two or more of the foregoing (whether or not having separate legal personality and wherever incorporated or established);

1.3.5 **recorded delivery** means special or recorded delivery (or other “proof of delivery” or “proof of posting” service that Royal Mail may from time to time offer) and

1.3.6 **written or in writing** includes any non-transitory form of visible reproduction of words including email but not fax or any form of messaging via social media or text message.

## 2 DURATION

This Agreement shall come into effect on the Commencement Date and, subject to provisions for earlier termination, shall continue unless and until terminated by either party giving to the other at least [ ] months’ notice in writing.

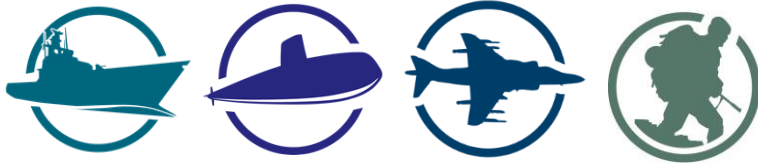
## 3 SERVICES

3.1 The Supplier shall provide and the Customer shall receive the Services on the terms set out in this Agreement.

3.2 The Supplier shall:

3.2.1 co-operate with the Customer in all matters relating to the Services;

3.2.2 observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer’s premises. The Customer reserves the right to refuse the Supplier access to the Customer’s premises which is not necessary for the performance of the Services;



3.2.3 notify the Customer as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Services; and

3.2.4 obtain, and at all times maintain, all necessary licences and consents and comply with all relevant legislation in relation to:

(a) the Services and their use by the Customer (including use of the Customer's equipment and software in conjunction with the Supplier's equipment and software); and

(b) use by the Supplier of the Deliverables and all documents, information and materials provided by the Supplier [or its agents, subcontractors, consultants or employees], including [computer programs, data, reports and specifications.

3.3 The Supplier may not charge for the time it spends assessing or responding to a request from the Customer for a change to the Services except with the prior written agreement of the Customer.

3.4 The Supplier acknowledges that:

3.4.1 it may be providing the Services for the benefit of any company in relation to which the Customer is a "group undertaking" as defined in section 1161 of the Companies Act 2006 or for the benefit of any unincorporated charity controlled by the Customer or any such company; and

3.4.2 any such company is a third party beneficiary which may enforce the terms of this Agreement in accordance with the Contracts (Rights of Third Parties) Act 1999.

#### 4 CUSTOMER'S OBLIGATIONS

4.1 The Customer shall:

4.1.1 use reasonable endeavours to co-operate with the Supplier in matters relating to the Services;

4.1.2 provide such access to the Customer's premises and data, and such office accommodation and other facilities as may reasonably be requested by the Supplier and agreed with the Customer in writing in advance, for the purposes of the Services;

4.1.3 provide such information as the Supplier may reasonably request and the Customer considers reasonably necessary, in order for the Customer to carry out the Services in a timely manner; and

4.1.4 inform the Supplier of all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises.

4.2 Actual or potential non-compliance by the Customer with any of its obligations in this clause and elsewhere shall only relieve the Supplier from performance under this Agreement:



- 4.2.1 to the extent that it restricts or precludes performance of the Services by the Supplier, and
- 4.2.2 if the Supplier has notified details to the Customer in writing promptly after the actual or potential non-compliance has come to its attention.

## 5 PERFORMANCE OF THE SERVICES

### 5.1 The Supplier shall:

- 5.1.1 perform the Services with reasonable skill and care and in accordance with generally recognised commercial practices and standards in the industry for similar services;
- 5.1.2 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled;
- 5.1.3 ensure that the Services conform in all respects and at all times with any specification or description for the Services agreed by the parties and comply with all applicable legislation;
- 5.1.4 ensure that the Deliverables are of satisfactory quality; and
- 5.1.5 meet any agreed performance dates and time for performance by the Supplier shall be of the essence of this Agreement.

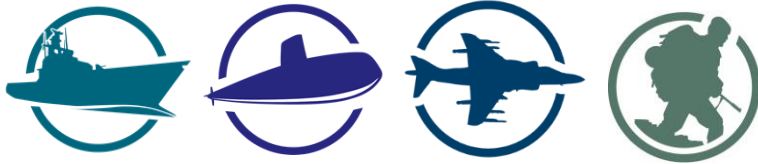
### 5.2 If the Supplier is in material breach of clause **Error! Reference source not found.**, the Customer may (without prejudice to any other rights it may have, including termination for material or repeated breach under clauses **Error! Reference source not found.** and **Error! Reference source not found.**):

- 5.2.1 refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
- 5.2.2 purchase substitute services from elsewhere;
- 5.2.3 hold the Supplier accountable for any loss and additional costs incurred; and
- 5.2.4 have all sums previously paid by the Customer to the Supplier under this Agreement refunded by the Supplier less a reasonable charge for provision of the Services up to the date of the breach.

### 5.3 The Customer's rights under this Agreement are in addition to the statutory terms implied in favour of the Customer by the Supply of Goods and Services Act 1982 and any other statute.

### 5.4 During the term of this Agreement and for a period of one year afterwards the Supplier shall maintain in force the following insurance policies with reputable insurance companies:

- 5.4.1 public liability insurance with a limit of at least [[ ] million (£[ ]) per claim]; and



5.4.2 professional indemnity insurance with a limit of at least [[ ] million (£[ ])) for claims arising from a single event or series of related events in a single calendar year.

5.5 The provisions of this clause **Error! Reference source not found.** shall extend to any substituted r remedial services provided by the Supplier.

## 6 CHARGES AND PAYMENT

6.1 In consideration of the provision of the Services, the Customer shall pay to the Supplier the Charges. Unless specified in **Error! Reference source not found.**, the Customer shall be under o obligation to reimburse to the Supplier costs and expenses incurred by the Supplier in the performance of the Services.

6.2 Where Services are provided on a time and materials basis:

6.2.1 the Supplier's standard daily fee rates for each person are calculated on the basis of an eight-hour day, worked between 8.00 am and 5.00 pm on weekdays (excluding public holidays);

6.2.2 all materials shall be supplied at cost unless specified in Schedule 2;

6.2.3 the Supplier shall not be entitled to charge on a pro-rata basis for part-days worked by the Supplier's personnel unless it has the Customer's prior written consent to do so;

6.2.4 the Supplier shall ensure that the Supplier's personnel complete time sheets recording time spent on the Services, and the Supplier shall use such time sheets to calculate the charges covered by each monthly invoice;

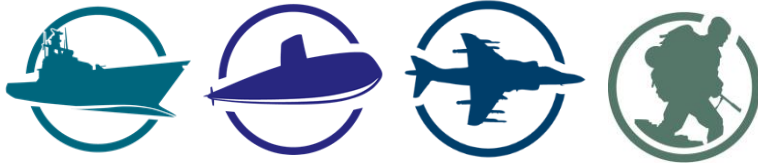
6.2.5 each invoice shall set out the time spent by each of the Supplier's personnel and be accompanied by timesheets; and

6.2.6 the Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services in such form as the Customer shall approve. The Supplier shall allow the Customer and its agents to inspect and take copies of such records at all reasonable times on request.

6.3 All Charges are expressed exclusive of VAT. The Customer shall pay to the Supplier, in addition to the Charges, the amount of VAT (if any) which is properly chargeable by the Supplier to the Customer on or in respect of the Charges.

6.4 Unless otherwise specified in **Error! Reference source not found.**, the Charges and any eimbursable costs and expenses shall be invoiced monthly in arrears. Invoices for agreed expenses shall be payable only if accompanied by a detailed breakdown of the expenses and relevant receipts.

6.5 Payment of invoices in relation to which there is no bona fide dispute shall be made in full within 90 days of the date of invoice. Payment of invoices in relation to which there is a bona fide dispute



shall be made within 45 days of settlement of the dispute. The time for payment of the Charges shall not be of the essence of this Agreement.

- 6.6 the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. If the liabilities to be set off are expressed in different currencies, the Customer may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.

## 7 CONFIDENTIALITY

- 7.1 Each party shall use the Confidential Information of the other party disclosed to it (by whoever disclosed) only for the proper performance of its duties under the Agreement and shall not without the disclosing party's written consent disclose or permit the disclosure of the Confidential Information except in confidence for the proper performance of its duties under the Agreement to those of its employees, officers and professional advisers who need to have access to it.

- 7.2 The provisions of clause **Error! Reference source not found.** shall not apply to Confidential information that:

7.2.1 the receiving party can prove was known to the receiving party or in its possession before that information was acquired from, or from some person on behalf of, the disclosing party;

7.2.2 is in or enters the public domain through no wrongful default of the receiving party or any person on its behalf, provided that this clause **Error! Reference source not found.** shall only apply from the date that the relevant Confidential Information enters the public domain;

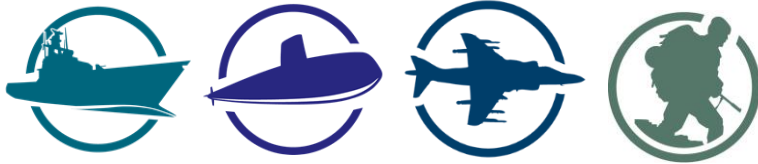
7.2.3 the receiving party receives from a third party without similar obligations of confidence in circumstances where the third party did not obtain that information as a result of a breach of an obligation of confidence; or

7.2.4 is required to be disclosed by any applicable law or by order of any Court of competent jurisdiction or any government body, agency or regulatory body, to the extent of the required disclosure.

- 7.3 If the receiving party has reasonable grounds to believe that the disclosing party is involved in activity that constitutes an offence under the Bribery Act 2010, it may disclose relevant Confidential Information to the Serious Fraud Office (or other relevant government body) without informing the disclosing party of such disclosure.

- 7.4 Within three (3) days of receipt of a request to do so made at any time and in any event if the Agreement is terminated, the receiving party shall promptly return or destroy (at the option of the disclosing party) all Confidential Information of the disclosing party.





## 8 INTELLECTUAL PROPERTY

8.1 As between the Supplier and the Customer, all Intellectual Property created in the course of the Services (including in the Deliverables) which subsists now or at any time in the future shall be the exclusive property of the Customer. To the extent that any Intellectual Property created in the course of the Services vests in the Supplier, the Supplier assigns (by way of assignment of present and future rights) without payment all such Intellectual Property to the Customer with full title guarantee. If the Supplier is unable to assign such Intellectual Property (because the laws in another country differ from English law and do not permit such assignment), the Supplier shall immediately on request execute all documents that may be necessary to effect the transaction that most closely resembles the commercial intent of an assignment and is permitted in the relevant territory. Pending the above assignments and remaining formalities relating to such assignments, the Supplier shall hold all such Intellectual Property on trust for the Customer.

## 9 INDEMNITY

9.1 The Supplier shall indemnify and hold the Customer harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, the Customer as a result of or in connection with:

9.1.1 any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property or other rights relating to or arising out of the use of anything created in the course of providing Services; or

9.1.2 any claim made against the Customer in respect of any liability, loss, damage, injury, cost or expense sustained by the Customer's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of the Services as a consequence of a breach or negligent performance or failure or delay in performance of this Agreement by the Supplier.

## 10 RISK AND TITLE IN THE DELIVERABLES AND OTHER MATERIALS

10.1 Title to and risk of damage to or loss of the Deliverables shall pass to the Customer on delivery.

10.2 All documents, equipment, drawings, specifications and all other materials and data supplied by the Customer to the Supplier shall, at all times, be and remain as between the Customer and the Supplier the exclusive property of the Customer. They shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to the Customer. They shall not be disposed of or used other than in accordance with the Customer's written instructions or authorisation.



## 11 ANTI-BRIBERY AND ANTI-CORRUPTION

### 11.1 The Supplier shall:

- 11.1.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
- 11.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 11.1.3 have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate; and
- 11.1.4 promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement.

11.2 Breach of this clause **Error! Reference source not found.** shall be deemed a material breach.

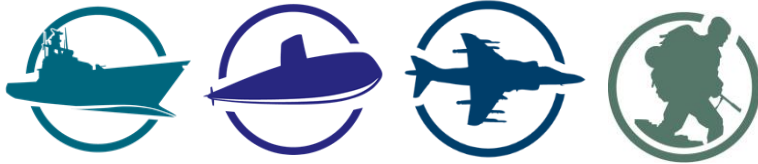
11.3 For the purpose of this clause **Error! Reference source not found.** the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section **Error! Reference source not found.** of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

## 12 DATA PROTECTION

12.1 Each Party shall comply with its respective obligations under Applicable Data Protection Law and shall not do or omit to do anything which would cause the other Party to breach Applicable Data Protection Law.

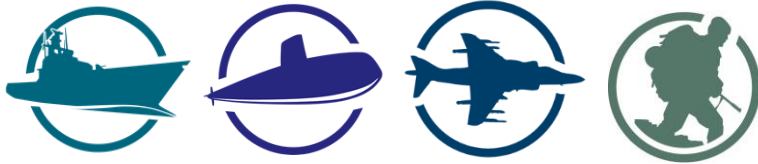
12.2 To the extent that any personal data is processed by the Supplier under this Agreement, the Supplier shall:

- 12.2.1 process the personal data only in accordance with this Agreement and the Customer's lawful instructions;
- 12.2.2 implement appropriate technical and organisational measures to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;
- 12.2.3 only permit the personal data to be processed by persons who are bound by enforceable obligations of confidentiality;



- 12.2.4 remain entitled to appoint third party sub-processors. Where the Supplier appoints a third party sub-processor, it shall, with respect to data protection obligations: (i) ensure that the third party is subject to, and contractually bound by, at least the same obligations as Supplier; and (ii) remain fully liable the Customer for all acts and omissions of the third party;
- 12.2.5 not transfer or otherwise process the personal data outside the European Economic Area (“EEA”) without obtaining the Customer's prior written consent;
- 12.2.6 where consent is granted under clause 12.2.5, the Supplier may only process, or permit the processing, of the personal data outside the EEA under the following conditions: (i) the territory has the benefit of a European Commission finding that it provides adequate protection for the privacy rights of individuals; or (ii) the Supplier has provided appropriate safeguards, and on condition that enforceable data subject rights and effective legal remedies for data subjects are available; or (iii) the transfer otherwise complies with Applicable Data Protection Law;
- 12.2.7 notify the Customer without delay after becoming aware that it has suffered a personal data breach;
- 12.2.8 at the Customer's cost, permit the Customer (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Supplier's data processing activities to enable the Customer to verify and/or procure that the Supplier is complying with its obligations under this clause 12
- 12.2.9 assist the Customer in responding to requests from data subjects who are exercising their rights under Applicable Data Protection Law;
- 12.2.10 assist the Customer in complying with its obligations pursuant to Articles 32-36 of the GDPR (or such corresponding provisions of Applicable Data Protection Law), comprising (if applicable): (i) notifying a supervisory authority that the Customer has suffered a personal data breach; (ii) communicating a personal data breach to an affected individual; (iii) carrying out an impact assessment; and (iv) where required under an impact assessment, engaging in prior consultation with a supervisory authority; and
- 12.2.11 unless applicable law requires otherwise, upon termination of this Agreement delete all personal data provided by the Customer to the Supplier.
- 12.3 Each Party acknowledges that the factual description of the subject-matter, duration of the processing, the nature and purpose of the processing, the type of personal data and the categories of data subjects shall be as set out in this Agreement. To the extent that the foregoing is not set out in this Agreement, the Parties shall keep a separate record the relevant particulars.

## 13 SAFEGUARDING

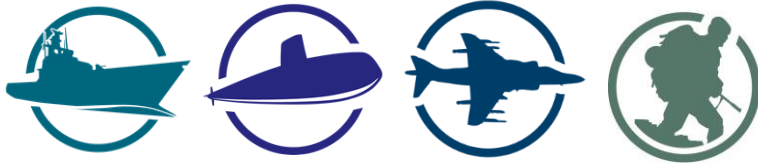


- 13.1 Both Parties warrant that they have adopted and will enforce an appropriate safeguarding policy and will make it available to the other Party on request.
- 13.2 The Supplier shall report immediately to the Customer any safeguarding incidents it becomes aware of in connection with the Services provided under this Agreement and shall also report without delay any other incidents it becomes aware of concerning its own activities (or otherwise) which could have a detrimental effect on the Customer's reputation.
- 13.3 The Supplier shall, if requested, assist the Customer to prepare any Serious Incident Report required to be filed with the Charity Commission or other report or notification required by another regulator or authority and shall assist the Charity Commission and any other relevant authorities with any subsequent enquiries.

## 14 TERMINATION

14.1 This Agreement may be terminated:

- 14.1.1 immediately by either party on written notice, if the other is in material breach of an obligation under this Agreement and in the case of any such breach capable of remedy has failed to remedy the breach within a period of 30 days after receipt of written notice to do so;
- 14.1.2 immediately by either party on written notice, if the other party repeatedly breaches any of the terms of this Agreement in such manner as reasonably demonstrates conduct which is inconsistent with an intention or ability to give effect to the terms of this Agreement.
- 14.1.3 immediately by either party on written notice:
- (a) if the other party is dissolved or struck off the register of companies maintained by Companies House or it suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business or it is removed from the Register of Companies or ceases to exist (whether or not capable of re-instatement or re-construction);
  - (b) if a meeting is convened, 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 other party except for the purpose of a solvent reconstruction, reorganisation, merger or consolidation;
  - (c) if a person becomes entitled to appoint or has appointed a receiver (including fixed charge or court appointed), administrative receiver, liquidator, administrator, manager, insolvency practitioner or similar officer over the whole or a substantial part of the undertaking, property or assets of the other party;
  - (d) if the other party stops or suspends, or threatens to stop or suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its



debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

- (e) if a statutory demand is presented against the other party (which is not the subject of a bona fide dispute) and remains unsatisfied for more than 21 days;
- (f) if the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts or enters into (or proposes to enter into) a composition, scheme of arrangement or voluntary arrangement with any of its creditors or otherwise or a moratorium is agreed imposed or declared in respect of or affecting all or a material part of (or of a particular type of) the debts of the other party;
- (g) if notice of intention to appoint an administrator is given by any person (including the other party's directors, the other party or any qualifying floating charge holder as defined in the Insolvency Act 1986), an application is made to court or an order is made for the appointment of an administrator or if an administrator is appointed or any step is taken by any person with a view to placing the other party into administration as defined by the Insolvency Act 1986; or
- (h) if any event or circumstance occurs which under the law of any relevant jurisdiction has an analogous or equivalent effect to any of the events listed in clauses **Error! Reference source not found.** to **Error! Reference source not und.** in relation to the other party.

14.2 For the purposes of this clause **Error! Reference source not found.**:

14.2.1 a breach shall be considered capable of remedy:

- (a) if the party in breach can comply with the provision in question in all respects other than as to the time of performance; and
- (b) if time of performance is not of the essence.

14.3 Termination of this Agreement for any reason, whether under this clause **Error! Reference source not found.** or not, shall be without prejudice to the accrued rights and liabilities of the parties on the date of termination.

14.4 Upon the termination of this Agreement for any reason:

14.4.1 the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete, and return all materials of the Customer referred to in clause **Error! eference source not found.**; and

14.4.2 the Supplier shall, if so requested by the Customer, provide all assistance reasonably required by the Customer to facilitate the smooth transition of the Services to the



Customer or any replacement supplier appointed by it. In the absence of agreement, the Customer shall pay for any such assistance at the Supplier's standard time and material rates.

## 15 GENERAL

### 15.1 Subcontracting and Assignment

- 15.1.1 The Supplier may not without the prior written consent of the Customer sub-contract to any other person the performance of any of the obligations undertaken by it.
- 15.1.2 The Customer may assign, transfer (in whole or in part), charge, declare a trust over or deal in any manner with this Agreement or the benefit or burden of or the rights under this Agreement.
- 15.1.3 The Supplier may not without the prior written consent of the Customer assign, transfer (in whole or in part), charge, declare a trust over or deal in any manner with this Agreement or the benefit or burden of or the rights under this Agreement.

### 15.2 Force Majeure

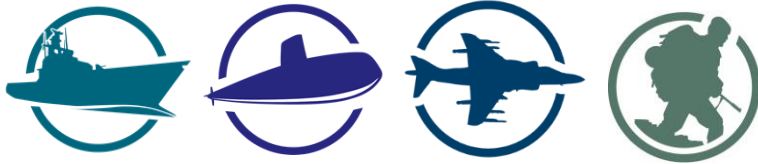
- 15.2.1 Neither party shall be liable to the other party for any delay or non-performance of its obligations under this Agreement to the extent that its performance is interrupted or prevented by any act or omission beyond its reasonable control.
- 15.2.2 Such delay or non-performance shall not constitute a breach of this Agreement and the time for performance shall be extended by a period equivalent to that during which performance is so prevented provided that if such delay or failure persists for sixty (60) days or more, the party not affected may, at its option and if in its opinion it is reasonable for it to do so, terminate this Agreement by giving fourteen (14) days written notice of such termination to the other party.

### 15.3 Amendments

No amendment of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties.

### 15.4 Waivers and Remedies

- 15.4.1 Except as otherwise stated in this Agreement, the rights and remedies of each party under this Agreement:
- (a) are in addition to and not exclusive of any other rights or remedies under this Agreement or the general law; and
  - (b) may be waived only in writing and specifically.



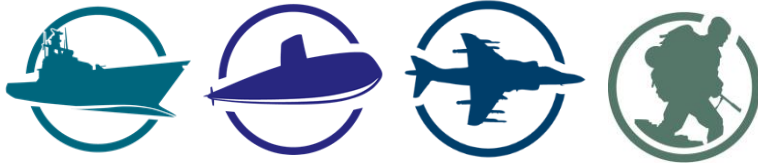
- 15.4.2 Delay in exercising or non-exercise of any right under this Agreement is not a waiver of that or any other right.
- 15.4.3 Partial exercise of any right under this Agreement shall not preclude any further or other exercise of that right or any other right under this Agreement.
- 15.4.4 Waiver of a breach of any term of this Agreement shall not operate as a waiver of breach of any other term or any subsequent breach of that term.

## 15.5 Severance

- 15.5.1 If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
  - (b) the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Agreement.

## 15.6 Entire Agreement

- 15.6.1 This Agreement:
- (a) constitutes the entire agreement between the parties with respect to the subject matter of this Agreement; and
  - (b) supersedes and extinguishes any prior drafts, agreements, undertakings, understandings, promises or conditions, whether oral or written, express or implied between the parties relating to such subject matter.
- 15.6.2 Each party acknowledges to the other that it has not been induced to enter into this Agreement by, nor has it relied upon, any representation, promise, assurance, warranty or undertaking (whether in writing or not) by or on behalf of the other party or any other person save for those contained in this Agreement. Accordingly, each of the parties acknowledges and agrees that the only remedy available to it in respect of the subject matter of this Agreement shall be for breach of contract under the terms of this Agreement and it shall have no right of action against any other party in respect of any such representation, promise, assurance, warranty or undertaking.
- 15.6.3 This clause shall not exclude any liability which either party would otherwise have to the other or any right which either of them may have to rescind this Agreement in respect of any statements made fraudulently by the other prior to the execution of this Agreement or any rights which either of them may have in respect of fraudulent concealment by the other.



15.6.4 In the event of a conflict between any of the terms of this Agreement, the conflict shall be resolved according to the following descending order of priority, (i) the clauses of this Agreement, then (ii) the Schedules.

## 15.7 Survival Of Obligations

Notwithstanding any provision of this Agreement to the contrary, the provisions of clauses **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, and **Error! Reference source not found.** and any other clauses which expressly or impliedly survive termination of this Agreement for any reason whatsoever shall continue in full force and effect after termination.

## 15.8 No Partnership/Agency

Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

## 15.9 Rights of Third parties

Subject to clause **Error! Reference source not found.**, a person who is not a party has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any provision of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

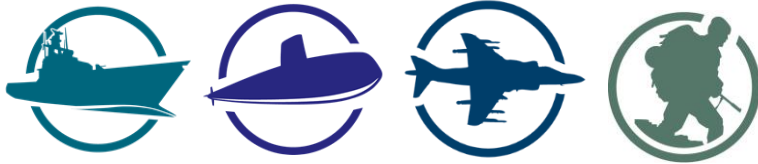
## 15.10 Notices

15.10.1 All notices between the Parties with respect to the Agreement shall be in writing and signed by or on behalf of the Party giving it. Any notice shall be duly served (i) on delivery if delivered by hand, (ii) 48 hours after sending if sent by first class post or special or recorded delivery (or other “proof of delivery” or “proof of posting” service that Royal Mail may from time to time offer) or (iii) on sending if sent by fax or email (provided that a copy is also sent by post), provided that in each case the notice is sent to the address of the addressee given at the start of the Agreement or such other address as the addressee may from time to time have notified for the purpose of this condition.

15.10.2 Any notice or communication given under the Agreement shall not be validly served if sent by text messaging via mobile phone.

## 15.11 Governing Law





The Agreement and any dispute or claim arising out of or in connection with it (including any non-contractual claims or disputes) shall be governed by and construed in accordance with the laws of England and Wales.

15.12 **Jurisdiction**

In relation to any legal action or proceedings (a) arising out of or in connection with the Agreement or its implementation or effect or (b) relating to any non-contractual obligations arising out of or in connection with the Agreement, each of the Parties irrevocably submits to the exclusive jurisdiction of the English courts and waives any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate forum.

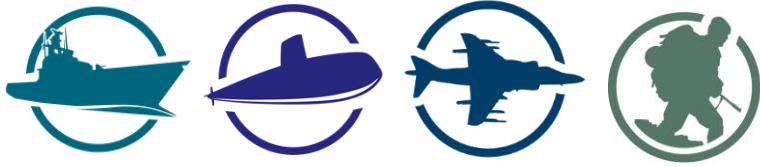
This Agreement has been entered into on the date stated at the beginning of it.

Signed for and on behalf of )  
[The Supplier]: ) \_\_\_\_\_  
(Signature of director)  
Director

\_\_\_\_\_  
(name of director)

Signed for and on behalf of )  
NMRN OPERATIONS: ) \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(name)



**DOCUMENT END.**