**THIS AGREEMENT is made on the of Tuesday 30th April 2024**

### BETWEEN

1. **Ipsos (market research) Limited**, a company incorporated and organized under the laws of England and Wales under number 00948470 having its registered office at 3 Thomas More Square, London, E1W 1YW, United Kingdom – (on behalf of itself and Affiliated Companies in the United Kingdom trading as Ipsos) – **“Ipsos UK”**

and

1. **Institute of Sociology of the Czech Academy of Sciences** a public research institution established in Czech Republic under number 68378025 having its registered office at Jilská 361/1, 110 00 Prague 1, Czech Republic - the **“Supplier"**.

### WHEREAS

* 1. Ipsos UK wishes to appoint suppliers who meet Ipsos UK’s quality, compliance and information security standards in order to provide services to Ipsos UK as required and valid only for one specific project defined in Service Letter.
  2. The Supplier has provided assurances that it will comply with Ipsos UK’s quality, compliance and information security standards, and wishes to be included on Ipsos UK’s approved suppliers list having agreed to provide services to Ipsos UK under the following terms and conditions of purchase.

### TERMS AND CONDITIONS OF PURCHASE

#### Interpretation

* + - 1. In these terms and conditions, the following definitions apply:

**“Affiliated Companies”** means all Ipsos SA subsidiaries in the United Kingdom

including Ipsos (market research) Limited, Ipsos MORI UK Limited, Ipsos Healthcare Japan Limited, Ipsos Retail Performance Limited and Ipsos Interactive Services Limited;

**“Adverse Event”** means any product complaint relating to a healthcare or

pharmaceutical Customer’s products or services, an adverse reaction, or any other untoward medical occurrence in a patient or clinical-trial subject administered a medicinal product and which does not necessarily have to have a causal relationship with this treatment. An adverse event can therefore be any unfavourable and unintended sign (e.g. an abnormal laboratory finding), symptom, or disease temporally associated with the use of a medicinal product, whether or not considered related to the medicinal product

**"Agreement"** means this Services Agreement between Ipsos UK and the Supplier together with the Contracts for each specific project for the supply of Services;

**"Applicable Laws"** means all laws, regulations, orders, rules, guidance,

directions, judgments, directives, industry agreements or determinations in force from time to time applicable to a party and its obligations under this Agreement;

**"Commencement Date"** means the earlier of the date of this Agreement and the date

on which the Supplier commence the provision of the Services;

**"Confidential Information"** means the Materials, the Deliverables and any commercial

or technical information in whatever form which is disclosed by Ipsos UK to the Supplier and which would be regarded as confidential by a reasonable business person including all business, statistical, financial, marketing and personnel

information, customer or supplier details, know-how, designs, concepts, proposals, ideas, trade secrets or software of Ipsos UK;

**"Customer**" means the person identified (if any) in the Service Letter who has entered into a Service Contract with Ipsos UK and who is to benefit from the Services and Deliverables;

**“Contract”** means each Service Letter setting out the services to be provided by the Supplier that has been accepted as set out in Clause 2.3 below, together with the terms and conditions of service set out in this Services Agreement that govern the supply of those Services to Ipsos UK;

**“Data Controller”** has the same meaning given to this term in the Data Protection Legislation;

**“Data Processor”** has the same meaning given to this term in the Data Protection Legislation;

**"Data Protection Legislation"** means all applicable laws, rules and regulatory

requirements in relation to the processing of Personal Data, including the EU General Data Protection Regulation (EU GDPR), The UK General Data Protect Regulation (UK GDPR), the Data Protection Act 2018 (DPA), the Privacy and Electronic Communications Directive 2002/58/EC, together with any other applicable national or international laws that may apply to a party's obligations under this Agreement;

**“Data Subject”** has the same meaning given to this term in the Data Protection Legislation

**"Deliverables"** means all documents, products and materials developed by the Supplier or the Supplier’s agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts), including those deliverables identified in the Service Letter;

**“EU GDPR”** means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016;

**"Fees"** means the charges as set out in the Service Letter payable by Ipsos UK to the Supplier for the supply of the Services and the Deliverables;

**"Good Industry Practice"** means the level of care and attention, processes,

methodologies and approaches which would be ordinarily expected of a skilled and experienced person engaged in same or similar business as the Supplier engaged in the same type of activity under the same or similar circumstances seeking in good faith to comply with its contractual obligations;

**"Intellectual Property Rights"** means all patents, rights to inventions, copyright and related

rights, Trade Marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography

rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

**"Key Personnel"** means the Project Manager and any other employee,

consultant, agent and subcontractor engaged by the Supplier in relation to the Services who is identified in the Service Letter as being key to the provision of the Services;

**"Losses"** means any costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, reasonable legal and other professional fees and expenses;

**"Materials"** means any data, documents, text, drawings, diagrams, images or sounds (together with any database comprising any of those), and any other materials, embodied in any medium (and including that medium), that are supplied to the Supplier by or on behalf of Ipsos UK;

"**Performance Dates**" means the deadlines for performance as set out in the

Service Letter and as otherwise agreed in writing between Ipsos UK and the Supplier;

**“Personal Data”** has the same meaning given to this term in Data Protection

Legislation;

**“Personal Data Breach”** means a breach of security leading to the accidental or

unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

**“Process”/Processing”** has the same meaning given to this term in Data Protection

Legislation;

**"Project Contact"** means Ipsos UK's manager of the Services as set out in the

Service Letter;

**"Project Manager"** means the Supplier’s manager of the Services as appointed

under clause 2.4(g);

**"Project Name"** means the name and/or number given to a specific project

by Ipsos UK as set out in the Service Letter;

**“Removable Device”** means any device capable of storing data that can be easily

removed from the Supplier’s premises including: laptops, mobile phones, USB memory sticks, memory cards, removable hard drives, DAT Tapes, CDs, DVDs etc.

**“Service Letter"** means the letter or other written communication from Ipsos

UK to the Supplier setting out the detail and scope of the Services to be provided, including Deliverables and Fees under each Contract, a typical template example of such letter is attached hereto as Schedule 2;

**"Service Levels"** means any performance standard and criteria set out in the

Service Letter;

**"Service Provision Change"** means the date of any transfer of all or part of the Services

pursuant to Regulations 3(1)(a) and/or 3(1)(b) of TUPE;

**"Services"** means the services and obligations as set out in the Service Letter and any other services that the Supplier carries out

for Ipsos UK from time to time which are not set out in a Service Letter;

**“Standard Contractual Clauses”** means the standard contractual clauses for the transfer of

personal data to processors established in third countries as set out in the European Commission Decision of 5 February 2010.

**“Tax Evasion”** means conduct that constitutes any criminal offence of tax evasion or facilitation of tax evasion in any jurisdiction, including the tax evasion facilitation offences under section 45(1) and 46(1) of the Criminal Finances Act 2017.

**“Tax Liabilities”** means income tax or National Insurance or any other liability

arising in consequence of payments made or benefits provided in connection with the services of any contract worker together with any penalty, fine, interest, expense, cost or charge incurred or payable in connection with such liabilities, including any such liability for which the indemnified party becomes liable in connection with the failure by any other person to satisfy such liability (but for the avoidance of doubt does not include any VAT payable on the Service fees/charges).

"**Trade Mark**" means the trade mark “Ipsos UK”; and

**"Transfer"** means the disclosure, communication, copying or movement of data from one party to another regardless of the media type, including but not limited to movement across a network, physical transfers, transfers from one media or device to another, or by remote access to the data.

**“UK GDPR”** means the UK data protection law that came into effect on 1st January 2021 to replace the EU GDPR and which will sit alongside the Data Protection Act 2018.

* + - 1. In these terms and conditions, unless the context otherwise requires:
         1. words in the singular include the plural and vice versa and words in one gender include any other gender;
         2. a "**person**" includes any individual, firm, body corporate, association or partnership, government or state (whether or not having a separate legal personality);
         3. a reference to a statute or statutory provision is a reference to it as it is in force for time to time, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it;
         4. the headings are inserted for convenience only and shall not affect the interpretation of this Agreement; and
         5. general words shall not be given a restrictive meaning where they follow one or more specific terms indicating a particular category of act, matter or thing or where they are followed by examples. The words "**including**" and "**in particular**" (or similar) shall not limit the generality of any preceding words.

#### Supply of Services

* + - 1. The Supplier shall, from the Commencement Date and for the duration of this Agreement provide the Services to Ipsos UK on a non-exclusive basis in accordance with the Contract and these terms and conditions. Nothing in this Agreement shall be construed as imposing any minimum purchase obligation on Ipsos UK.
      2. The Service Letter and these terms and conditions shall prevail over any terms or conditions contained in or referred to in the Supplier’s quotation, acceptance, correspondence or elsewhere or implied by law, trade custom, practice or course of dealing. Where there is any conflict between the terms of the Service Letter and these terms and conditions, these terms

and conditions shall prevail unless a specific deviation referencing the relevant clause in the Agreement is contained in the Service Letter.

* + - 1. The Supplier’s execution and return of the acknowledgement copy of the Service Letter or the Supplier’s commencement of the Services constitutes the Supplier’s acceptance of the terms and conditions of purchase set out in this Agreement.
      2. In providing the Services, the Supplier warrant’s that it shall:
         1. adhere at all times, in letter and spirit, to the Market Research Society's Code of Conduct, regulations and guidelines as they apply to the Services being provided under this Agreement;
         2. adhere to SIMAR quality standards for research services (Association of Market and Opinion Research Agencies in the Czech Republic) as applicable to the Services being provided;
         3. NOT sub-contract any of the Services without explicit written agreement from Ipsos UK;
         4. Ensure that they have in place with any sub-contractor(s) for whom they have authority from Ipsos UK to sub-contract all or part of the Services a written contract that contains clauses that meet or exceed the supply of services, confidentiality, quality, information security and data protection clauses contained in this Agreement.
         5. co-operate with Ipsos UK in all matters relating to the Services, and comply with all reasonable instructions of Ipsos UK;
         6. perform the Services with reasonable care, skill and diligence in accordance with Good Research Practice;
         7. appoint a Project Manager who shall liaise with the Project Contact and shall have authority to contractually bind the Supplier on all matters relating to the Services;
         8. use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier obligations are fulfilled in accordance with this Agreement;
         9. procure the availability of the Key Personnel to provide the Services and not make any changes to the Key Personnel without the prior written approval of Ipsos UK, such approval not to be unreasonably withheld or delayed;
         10. at all times achieve or exceed the Service Levels;
         11. ensure that the Services and Deliverables are delivered in accordance with the Performance Dates:
         12. ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Letter;
         13. obtain and at all times maintain all necessary licences and consents, and comply with all Applicable Laws;
         14. not misrepresent the relationship between the Supplier and Ipsos UK nor present any other false information about Ipsos UK; and
         15. not do or omit to do anything which may cause Ipsos UK to lose any licence, authority, consent or permission on which it uses for the purposes of conducting its business.

#### Right of Audit

Ipsos UK reserves the right upon giving reasonable notice and within normal business hours to inspect the Supplier's systems and processes in order to satisfy itself that they meet the required service provision, quality, information security and data protection requirements. Where the Supplier has been given authorisation to sub-contract all or any part of the services, the Supplier agrees that Ipsos UK may, upon giving reasonable notice and within normal business hours, carry out audits and checks of the sub-contractor to ensure the sub-contracted services adhere to the required service provision, quality, information security and data protection requirements.

Any audit or inspection permitted in the first instance is not intended to include (i) any information related to the Supplier’s provision of services to other clients or other client data residing on the Supplier’s computer systems or (ii) Supplier’s general operating costs, overhead costs, or salary, timecards or other employee, personnel, and/or individual compensation records, or Supplier’s profit and loss reports or other corporate financial records of Supplier; provided however, that if the Ipsos UK pays the Supplier on a time and materials basis, the audit shall include relevant timecards. Ipsos UK agrees that any audit or access to the Supplier’s premises

will be in a manner that minimises interference with the Supplier’s research operations, and that any request by the Supplier for an audit or access to the Supplier’s premises may not be granted by the Supplier more than once in any 12-month period.

#### Fees and payment

* + - 1. The Supplier shall be entitled to present their invoice for the Fees to Ipsos UK on completion of the Services specified in each Service Letter in accordance with the terms of this Agreement and the Fees shall be the full and exclusive remuneration in respect of the performance of the Services.
      2. Unless otherwise agreed in writing by Ipsos UK, the Fees shall be fixed and include all the Supplier’s costs and expenses directly or indirectly incurred in connection with the performance of the Services. Ipsos UK shall be under no obligation to reimburse the Supplier for expenses which have not been agreed in advance by Ipsos UK in writing or which have not been properly and necessarily incurred in the performance of the Services.
      3. Ipsos UK shall pay the Fees and, on receipt of a valid VAT invoice, such additional amount in respect of VAT as are chargeable on the supply of the Services within 60 days of receipt of a correctly rendered invoice to a bank account nominated in writing by the Supplier, provided that the invoice:
         1. states the Project Name and the Project Contact; and
         2. is addressed to Accounts Payable at the Finance Department of the correct Ipsos UK contracting legal entity, as set out in the Service Letter.
      4. Ipsos UK may, without limiting its other rights or remedies, set off any amount owed to it by the Supplier under this Agreement against any amount payable by Ipsos UK to the Supplier.

#### Remedies

* + - 1. Without prejudice to any other rights or remedies under this Agreement or implied by statute or common law, if the Supplier fails to perform the Services in accordance with this Agreement, including the Service Levels and/or the Performance Dates:
         1. the Supplier shall promptly notify Ipsos UK of such failure and, to the extent possible, the Supplier shall correct such failure and take such action to minimise the impact of the failure;
         2. the Supplier shall pay to Ipsos UK on demand any Losses incurred by Ipsos UK in obtaining substitute services from a third party and/or attributable to the Supplier delay in performing the Services;
         3. Ipsos UK shall be entitled to credit against the Fees an amount calculated in accordance with the provisions of the Service Letter; and
         4. Ipsos UK shall be entitled to terminate the Agreement with immediate effect by giving written notice to the Supplier and, where Ipsos UK has paid in advance for Services that have not been provided by the Supplier, the Supplier shall promptly refund such amounts.

#### Confidentiality

* + - 1. The Supplier shall not disclose Confidential Information to any third party and shall only release the Confidential Information to those of the Supplier’s directors, officers or employees who need to know it strictly for the purpose of this Agreement (the "**Purpose**"). The Supplier shall treat Confidential Information with the same degree of care and apply no lesser security measures than the Supplier afford to the Supplier’s own confidential information. The Supplier warrants that these measures provide adequate protection against unauthorised disclosure, copying or use.
      2. The Supplier shall make no commercial use of the Confidential Information or use it otherwise than for the Purpose.
      3. The Supplier’s staff, Key Personnel or any of its respective personnel involved in the Services may not take hard copies of any Confidential Information (including but not limited to any documentation involved in the Services) out of the Supplier’s offices (or Customer’s property/location where Services are performed on-site at Customer’s location where applicable) unless:
         1. There is an absolute business need to do so; and
         2. Prior express written consent has been given by Ipsos UK’s senior management (as advised from time to time with instructions as to how hard copies of materials in this Clause shall be treated.
      4. The Supplier may disclose Confidential Information if and to the extent:
         1. it is required by law, court order or other authority of competent jurisdiction or any regulatory or government authority to which the Supplier is subject, but in each case only to the extent required and for the purpose of such disclosure;
         2. the information has entered the public domain through no fault of the Supplier own; or
         3. Ipsos UK has given its prior consent in writing to such disclosure.
      5. Without prejudice to sub-clause 6.4, copies or reproductions of Confidential Information shall not be made except to the extent reasonably necessary for the purpose of exercising or performing the Supplier’s rights and obligations under this Agreement. All Confidential Information and copies shall be returned to Ipsos UK within 30 days of receipt of a request from Ipsos UK.

#### Intellectual property rights

* + - 1. The Supplier warrant, represent and undertake that:
         1. the Supplier are the sole owner of all rights, title and interest in the Intellectual Property Rights in the Deliverables;
         2. the Deliverables have not infringed and shall not infringe the Intellectual Property Rights of any third party;
         3. the Supplier have not been and are not currently a party to any Agreement or understanding which would in any manner be inconsistent with the assignment of rights provided for in clause 7.2; and
         4. the Supplier have not granted any licences in respect of any of the Intellectual Property Rights in the Deliverables in any part of the world nor suffered any of them to be the subject of any charge, mortgage or other encumbrance.
      2. The Supplier hereby irrevocably and unconditionally assign to Ipsos UK with full title guarantee and free from all third-party rights, all Intellectual Property Rights in the Deliverables.
      3. the Supplier acknowledge that the Materials and the Trade Marks are the property of Ipsos UK or its licensors and all Intellectual Property Rights in the Materials and the Trade Marks shall at all times vest in and by the property of Ipsos UK or its licensors.
      4. Ipsos UK shall grant the Supplier a non-exclusive, non-transferable and non-sub-licensable, royalty free licence to use the Materials and the Trade Mark as strictly necessary for the performance of the Supplier’s obligations under the Agreement and the following terms will apply to that licence:
         1. the licence shall immediately terminate on expiry or termination of this Agreement and shall not be assigned, sub-licensed or otherwise transferred to any other person, firm or other entity without the prior written consent of Ipsos UK;
         2. Ipsos UK gives no warranty as to the accuracy of the Materials or their suitability for any purposes;
         3. where necessary the Supplier shall properly and accurately display the Trade Mark and shall not incorporate any alpha, numeric or graphic additions to them;
         4. the Supplier shall not use any mark or name confusingly similar to the Trade Mark or apply to register the Trade Mark as a trade mark, domain name or otherwise; and
         5. the Supplier shall use the Supplier’s best efforts to use the Trade Mark and Materials in a manner that does not interfere with or diminish Ipsos UK's rights in them and the Supplier shall notify Ipsos UK immediately in writing of any infringement or misuse of the Trade Mark or Materials by any person.
      5. The Supplier hereby waives, and shall procure the waiver, of all moral rights which may subsist in the Services and the Deliverables to which any individual is now or may be at any future time entitled under applicable legislation, including the Copyright, Designs and Patents Act 1988 or otherwise.

#### Information Security and Data protection

* + - 1. The Supplier warrants that it has in place information security policies, procedures and practices appropriate to the Services that meet internationally accepted standards of good practice, such as those set out in the international standard for information security (ISO 27001) and the international code of practice for information security (ISO 27002).
      2. Whilst providing the Services, the Supplier will notify Ipsos UK of any information security incident that has, may have or could have impacted the provision of the Services or processing of Personal Data within one (1) working day of discovering or becoming aware any such information security incident. Following the report of any such incident, the Supplier will cooperate with Ipsos UK Compliance and Information Security staff whilst they carry out a risk assessment, root cause analysis and identify any corrective action required. The Supplier will also cooperate with Ipsos UK in implementing any required corrective action.
      3. Where the provision of the Services involves the Processing of any Personal Data relating to the Supplier’s pre-existing panellists, the Supplier warrants that it is compliant with applicable Data Protection Legislation.
      4. Where the provision of the Services involves the Processing of any other Personal Data, the Supplier acknowledges and agrees that Ipsos UK is either:

1. the Data Controller, with the Supplier processing the Personal Data as a Data Processor on Ipsos UK's behalf; or
2. The lead Data Processor acting for and on behalf of Ipsos UK's Customer, with the Supplier processing the Personal Data as a sub-data Processor on Ipsos UK's behalf, with Ipsos UK warranting it has its Customer's authority to sub-contract the Processing to the Supplier.
   * + 1. To the extent that the Supplier processes any Personal Data as a Data Processor or sub-Data Processor acting on behalf of Ipsos UK, the Parties agree that the Standard Contractual Clauses for the transfer of personal data to processors in third countries, as set out in Schedule 3 of this Agreement shall be included in this section of this Agreement in order to comply with Data Protection Legislation obligations for Transfers of Personal Data outside the United Kingdom and European Economic Area. The Supplier further warrants that:
          1. it will fully comply with Data Protection Legislation applicable to the Services;
          2. it shall process the Personal Data only to the extent, and in such a manner, as is necessary to provide the Services, to meet the Supplier’s obligations under this Agreement and in accordance with Ipsos UK's express instructions;
          3. it will employ appropriate operational and technological processes and procedures to keep the Personal Data safe from unauthorised use or access, loss, destruction, theft or disclosure;
          4. it will not keep the Personal Data on any Removable Device;
          5. it will ensure that access to the Personal Data is limited to only those employees, contractors, workers or agents who require access to it in order to provide the Services to Ipsos UK;
          6. it will ensure that all employees used to provide the Services have received training in Data Protection Legislation, their duty of confidentiality under contract and in the care and handling of Personal Data;
          7. if it receives any request, complaint, notice or communication in relation to the processing of the Personal Data, it will notify Ipsos UK within one (1) working day of receipt and shall fully co-operate with Ipsos UK in relation to such matter;
          8. it will NOT disclose the Personal Data to any third party, sub-contract any of the Processing, nor transfer the Personal Data to any other country other than with explicit written authority from Ipsos UK, such authority will be subject to, and given on terms as Ipsos UK may in its absolute discretion prescribe, including an obligation to implement appropriate EU Standard Contractual clauses where necessary; and
          9. on completion of each Contract, or on termination of this Agreement for any reason, it will ensure the Personal Data is securely returned to Ipsos UK.

#### Healthcare Compliance

*not relevant*

#### Liability

* + - 1. The Supplier shall undertake to pay on demand and hold harmless Ipsos UK for all Losses awarded against or incurred or paid by Ipsos UK as a result of or in connection with:
         1. any claim brought against Ipsos UK for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services or Deliverables;
         2. any breach by the Supplier or any of its employees, agents or contractors of its obligations under this Agreement in relation to Personal Data;
         3. any breach by the Supplier or any of its employees, agents or contractors of its obligations under this Agreement in relation to Confidential Information; and
         4. any fraudulent or dishonest act or omission by the Supplier or any of its employees, agents or contractors.
      2. The Supplier shall at all times, carry adequate insurance cover with a reputable insurer in respect of all risks for which it is prudent for the Supplier to insure against, having regard to the Supplier’s possible liability to Ipsos UK. The Supplier shall, on Ipsos UK's written request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.
      3. Subject to clause 10.4, Ipsos UK's total liability under this Agreement shall not exceed the Fees paid or arising in connection with the Contract under which any liability arose.
      4. Nothing in this Agreement shall limit or exclude either party's liability for:
         1. death or personal injury caused by its negligence;
         2. its fraud or wilful default;
         3. breach of Data Protection Legislation; and
         4. anything else which it cannot by law limit or exclude its liability.

#### Force Majeure

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

#### Customer Changes to Contract

* + - 1. The Supplier acknowledges that the Services form part of the services which Ipsos UK shall provide to the Customer and that the Supplier shall perform the Services for the benefit of Ipsos UK and the Customer.
      2. Ipsos UK shall be entitled to notify the Supplier if the scope of the services under the Customer agreement are varied, the Customer agreement is terminated, or it is reasonably anticipated by Ipsos UK that such an event may occur. Upon receipt of such notice the Supplier agree to negotiate in good faith with Ipsos UK in respect of any changes to the Contract or this Agreement as Ipsos UK may reasonably request (a **"Change"**).
      3. If the Supplier agrees a Change with Ipsos UK within 5 days of receiving a notice under clause

12.2 (or such extension as Ipsos UK may agree in writing) the Contract or this Agreement (as the case may be) shall be varied in accordance with clause 19.11. If a Change is not agreed, Ipsos UK shall be entitled to terminate the Contract and/or this Agreement upon written notice to the Supplier.

#### Termination

* + - 1. This Agreement shall commence on the Commencement Date and continue in force until terminated in accordance with its terms.
      2. Without limiting its other rights or remedies, either party may terminate the Agreement or any Contract with immediate effect by giving written notice to the other party if:
         1. the other party commits a material or persistent breach of the Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of receipt of notice in writing of the breach;
         2. the other party summons a meeting of its creditors, makes a proposal for a voluntary arrangement, becomes subject to any voluntary arrangement, is unable to pay its debts, has a receiver, manager or administrative receiver appointed over any of its assets, undertaking(s) or income, has passed a resolution for its winding-up (save for the purpose of a voluntary reconstruction or amalgamation), is subject to a petition presented to any court for its winding-up (save for the purpose of a voluntary reconstruction or amalgamation), has a provisional liquidator appointed, has a proposal made for a scheme of arrangement, has an administrator appointed in respect of it or is the subject of an application for administration filed at any court or a notice of appointment of an administrator filed at any court or a notice of intention to appoint an administrator given by any person or the other party (being an individual) is the subject of a bankruptcy petition or order or is subject to an event analogous to any of the foregoing;
         3. the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
      3. Ipsos UK may terminate a Contract or this Agreement or suspend the Services:
         1. Immediately on written notice following the Supplier change of control (within the meaning of section 1124 of the Corporation Tax Act 2010); or
         2. on 10 days written notice prior to the performance of the Services.
         3. For convenience by not giving less than 30 days’ written notice to the supplier
      4. The termination of a Contract shall not affect the validity or existence of the Agreement.

#### Consequences of termination

* + - 1. On termination of the Agreement for any reason:
         1. the Supplier shall immediately deliver to Ipsos UK all Deliverables whether or not then complete and return all Materials. If the Supplier fails to do so, then Ipsos UK may enter the Supplier premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Agreement;
         2. the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination; and
         3. clauses 5, 6, 7, 8, 10, 15, 16 and 17, and such other clauses which expressly or by implication have effect after termination, shall continue in full force and effect.

#### Status

The Supplier’s relationship with Ipsos UK will be that of independent contractor and nothing in the Agreement shall render the Supplier or any person engaged by the Supplier an employee, worker, agent or partner of Ipsos UK and the Supplier shall not hold itself out as such and shall procure that the Supplier’s personnel do not hold themselves out as such.

#### Compliance with relevant requirements

* + - 1. The Supplier shall:
         1. comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010, respectively the corresponding law Act in the Czech Republic (**Relevant Requirements**);
         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, respectively the corresponding law Act in the Czech Republic if such activity, practice or conduct had been carried out in the UK;
         3. comply with the Customer's Ethics, Anti-bribery and Anti-corruption Policies where so annexed to the relevant Contract and in any event Ipsos UK’s Supplier Anti-corruption Policy annexed to this agreement at Schedule 1 (Relevant Policies), in each case as the Customer or Ipsos UK may update them from time to time (**Relevant Policies**).
         4. 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, respectively the corresponding law Act in the Czech Republic, to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 16.1(b), and will enforce them where appropriate;
         5. promptly report to Ipsos UK 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;
         6. immediately notify Ipsos UK (in writing) if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier and the Supplier warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this agreement);
         7. within Three (3) months of the date of this agreement, and annually thereafter, certify to Ipsos UK in writing signed by an officer of the Supplier, compliance with this clause 16 by the Supplier and all persons associated with it under clause 16.2. The Supplier shall provide such supporting evidence of compliance as Ipsos UK may reasonably request.
         8. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015, respectively the corresponding law Act in the Czech Republic, as well as have and maintain throughout the term of this agreement its own policies and procedures to ensure its compliance;
         9. not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015, respectively the corresponding law Act in the Czech Republic, if such activity, practice or conduct were carried out in the UK; and include in its contracts with its subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this Agreement.

Please refer to the Ipsos Anti-Slavery policy which may be updated from time to time here: https://[www.ipsos.com/en-uk](http://www.ipsos.com/en-uk)

* + - 1. The Supplier shall ensure that any person associated with the Supplier who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 16 (**Relevant Terms**). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to Ipsos UK for any breach by such persons of any of the Relevant Terms.
      2. Breach of this clause 16 shall be deemed a material breach under clause 13.2.
      3. For the purpose of this clause 16, 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, respectively the corresponding law Act in the Czech Republic (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 16 a person associated with the Supplier includes any subcontractor of the Supplier.

#### Anti-facilitation of tax evasion

* + - 1. The Supplier shall and shall procure that persons associated with it or other persons who are performing Services in connection with this agreement shall:
         1. not engage in any activity, practice or conduct which would constitute either:

a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017, respectively the corresponding law Act in the Czech Republic; or

a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017, respectively the corresponding law Act in the Czech Republic;

* + - * 1. not do, or omit to do, any act that will cause or lead Ipsos UK to commit an offence under section 45(1) or section 46(1) of the Criminal Finances Act 2017, respectively the corresponding law Act in the Czech Republic;
        2. notify Ipsos UK (in writing) if it becomes aware of any breach of clause 17.1(a) or has reason to believe that it or any person associated with it has received a request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, respectively the corresponding law Act in the Czech Republic;
        3. have and shall maintain in place throughout the term of this agreement such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees of the Supplier) and to ensure compliance with clause 17.1(a);
        4. if requested, provide Ipsos UK with any reasonable assistance, at the Customer's reasonable cost, to enable the Customer to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with Part 3 of the Criminal Finances Act 2017, respectively the corresponding law Act in the Czech Republic.
      1. The Supplier shall indemnify Ipsos UK against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, Ipsos UK as a result of any breach of this clause 17 by the Supplier.
      2. Additional audit and record keeping
         1. The record keeping, audit and other related terms and obligations set out in clause 3 shall equally apply to the Supplier's compliance with this clause 17.
         2. The rights of audit granted in clause 3 and this clause 17.3 shall continue for three years after termination of this agreement.
      3. Breach of this clause 17 shall be deemed a material breach under clause 13.2.
      4. If Ipsos UK terminates this agreement for breach of this clause 17, the Supplier shall not be entitled to claim compensation or any further remuneration, regardless of any activities or agreements with additional third parties entered into before termination.
      5. No subcontract of the Supplier in relation to the Services directly or indirectly related to the Services shall be entered into without the prior written approval of Ipsos UK.

### IR35

* + - 1. The Supplier acknowledges that Ipsos UK will not be operating PAYE or making or deducting any national insurance contributions in respect of any person involved in the provision of the Services and the charges payable hereunder.
      2. The Supplier agrees that all whom provide the Services under this Agreement shall be employed by the Supplier under a contract of employment. The Supplier agrees that any sub-contractor of the Supplier cannot be involved in any part of the provision of Services unless agreed in writing by Ipsos UK, which Ipsos UK may accept or decline in their sole and absolute discretion.
      3. The Supplier warrants that the Supplier is not a personal service company within the meaning set out in the Income Tax (Earnings and Pensions) Act 2003. The Supplier warrants that the Supplier is not, nor will the Supplier prior to the cessation of this Agreement, become a managed service company within the meaning set out in the Income Tax (Earnings and Pensions) Act 2003.
      4. The Supplier agrees that where in order to deliver the Services to Ipsos UK the Supplier will subcontract with either a personal service company within the meaning under the Income Tax (Earnings and Pensions) Act 2003 or a personal service partnership within the meaning under the Income Tax (Earnings and Pensions) Act 2003 the Supplier shall notify Ipsos UK of this before work commences and shall not commence any work, nor provide any Services until Ipsos UK has confirmed in writing that the Supplier may do so.
      5. The Supplier will, as far as is required by law, be responsible for and will account to the appropriate authorities for all income tax liabilities and national insurance or similar contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with fees paid and/or benefits provided as a result of the performance of the Services and/or any payment or benefit received by any employee or agent of the Supplier.
      6. Irrespective of whether Ipsos UK has provided written consent under this clause 18 if any claim, assessment or demand is made against Ipsos UK for payment of income tax or national insurance contributions or other similar contributions due in connection with either the performance of the Services or any payment or benefit received by the Supplier in respect of the Services, the Supplier shall, where such recovery is not prohibited by law, indemnify Ipsos UK against any liability, assessment or claim together with all costs and expenses and any penalty, fine or interest incurred or payable or paid by Ipsos UK in connection with or in consequence of any such liability, assessment or claim.
      7. The relationship between Ipsos UK and the Supplier will be that of independent contractor. Nothing in this Agreement will render the Supplier an employee, worker, agent or partner of Ipsos UK or any the Supplier’s employees or agents will not hold themselves out as such.
      8. The Supplier will be fully responsible for and indemnify Ipsos UK for and in respect of:
         1. Tax Liabilities (to the extent that such recovery is not prohibited by law);
         2. any liability, costs or expenses suffered or incurred by Ipsos UK in connection with a breach by The Supplier of their obligations under clause 18.8(a) above; and
         3. any liability for any employment-related claim or any claim based on worker status (including costs and expenses) brought by any individual or employee of the Supplier organisation (or any representative of same) against Ipsos UK arising out of or in connection with the provision of the Services or their termination.
      9. Ipsos UK may at its option satisfy the indemnity in clauses 18 and 10 (in whole or in part) by way of deduction from payments due to the Supplier. If any amount payable is not recovered by Ipsos UK by way of such deduction then, at Ipsos UK’s written request, the Supplier shall pay the relevant amount due within fourteen days of such request.
      10. Unless specifically authorised to do so by Ipsos UK in writing, the Supplier shall not (and shall procure that any employee or agent of the Supplier organisation shall not):
          1. have any authority to incur any expenditure in the name of or for the account of Ipsos UK; and
          2. hold themselves out as having authority to bind Ipsos UK.

#### General

* + - 1. This Agreement sets out the entire Agreement and understanding between the parties and supersedes all prior Agreements, understandings or arrangements (whether oral or written) in respect of the subject matter of this Agreement.
      2. The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement without the prior written consent of Ipsos UK.
      3. No announcement concerning the terms of this Agreement shall be made by or on behalf of either party without the prior written consent of the other, such consent not to be unreasonably withheld or delayed.
      4. Any notice to a party under this Agreement shall be in writing, signed by or on behalf of the party giving it and shall be delivered personally, by pre-paid first-class post, (or airmail, if abroad), prepaid recorded delivery (or international equivalent) to such address as notified to the other party in writing from time to time. A notice shall be deemed to have been served at the time of delivery, if delivered personally, or 48 hours after posting for an address in the United Kingdom and 5 working days after posting for any other address.
      5. Each party shall execute such documents and take such steps as the other party may reasonably require in order to fulfil the provisions of and to give to each party the full benefit of this Agreement.
      6. No single or partial exercise, or failure or delay in exercising any right, power or remedy by any party shall constitute a waiver by that party of, or impair or preclude any further exercise of, that or any right, power or remedy arising under this Agreement or otherwise.
      7. To the extent that any provision of this Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of this Agreement, it shall not affect the enforceability of the remainder of this Agreement nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.
      8. Nothing in the Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
      9. No express term of this Agreement, nor any term implied under it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person who is not a party to it.
      10. This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart, when executed, shall be an original of this Agreement and all counterparts shall together constitute one instrument.
      11. Any variation, including any additional terms and conditions, to the Agreement shall only be binding when agreed in writing and signed by both parties.
      12. The Agreement shall be governed by English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

**SIGNED** by Val Bolam **SIGNED** by Jindřich Krejčí, Ph.D.

Procurement Manager Managing Director

for and on behalf of for and on behalf of

**Ipsos (market research) Limited (Ipsos UK) Institute of Sociology of the Czech Academy of Sciences**

# (the Supplier) Schedule 1 – Relevant Policies Supplier Anti-Corruption Policy

**Introduction**

At Ipsos UK we value our reputation for ethical behaviour and for financial integrity and reliability. We recognise that any involvement in bribery, money laundering and/or corrupt payments will reflect adversely on our image and reputation. Moreover, such acts constitute criminal offences and there are severe penalties both for the individual involved and Ipsos UK. Consequently, we require all our suppliers and supplier personnel (individually and collectively "Supplier") wherever in the world they may be providing services to Ipsos UK to abide by the requirements set out in this policy. Suppliers are required to notify their employees, affiliates, suppliers, agents, and authorised subcontractors (collectively "supplier personnel") of the Policy and are responsible for ensuring supplier personnel comply with it.

# Relevant laws:

It is a requirement to uphold all laws relevant to countering bribery and corruption. These include, but are not limited to:

* The UK Bribery Act 2010;
* The U.S. Foreign Corrupt Practices Act (“FCPA”, 15 U.S.C. §§78dd-1, 78dd-2 and 78dd-3); or
* The anti-corruption laws of any other nation in which the Supplier does business.

# Definitions:

For the purposes of this policy, bribery occurs when one person offers, pays, seeks or accepts a payment, “kickback”, gift, favour, or a financial or other advantage from another to influence a business outcome improperly, or to induce or reward improper conduct. Bribery and corruption - whether involving government officials, individuals, or commercial entities, including joint ventures - can be direct or indirect through third parties such as agents, brokers and joint venture partners. It includes facilitation payments even though in some countries, facilitation payments are legal.

# The Policy:

All suppliers and supplier personnel are required to behave ethically and to abide by all relevant laws whilst providing services to Ipsos UK. Ipsos UK prohibits suppliers and supplier personnel from offering, giving, solicitation or acceptance of any bribe. This bribe may be in the form of cash, gifts or any other incentive. It may be to/from any person or company and is without exception.

At Ipsos UK, we recognise that business practices vary between countries and what is deemed appropriate in one country is not in another. This policy applies to any bribe, regardless of where it takes place. Decisions as to what is acceptable will not always be straightforward. If in any doubt as to whether a potential act constitutes bribery, please refer the matter to Ipsos UK’s Compliance Department before proceeding.

# Corporate Hospitality

At Ipsos UK, we understand that corporate hospitality is an important part of our business relationships. This policy is not intended to restrict genuine hospitality or similar business expenditure that is reasonable, proportionate and compliant with relevant laws.

Entertaining provided by suppliers to Ipsos UK staff, agents and/or clients must be reasonable in terms of its cost, frequency and nature. The cost of events should be considered both in isolation and cumulatively.

Where the cost of entertainment provided to Ipsos UK staff or agents exceeds £100 per head, approval from the relevant Ipsos UK Director must be obtained in advance of the event. Any entertainment provided in connection with services provided to Ipsos UK clients must be approved in advance by the relevant Ipsos UK Project Director.

When entertaining potential or existing Ipsos UK staff, clients or suppliers outside of the UK, suppliers must be sensitive to the local culture and the generally accepted entertaining practice in that country. These practices may be more restrictive than in the UK.

If the hospitality given/received is such that it is thought to be a cover for bribery, an internal investigation will be carried out to assess the scale of hospitality offered, the way in which it was provided and the level of influence the person receiving it had on the business decision in question. An external assessment by the relevant authorities may also be carried out depending upon the seriousness of the case. Ipsos UK will not hesitate to inform the relevant authorities if an instance of bribery has occurred.

# Facilitation Payments

Facilitation payments are typically small, unofficial payments made to secure or expedite a routine government action by a government official even if such official is otherwise obligated to perform such action. All such payments are in breach of our anti-bribery policy. They do not include legally required administrative fees or legitimate fast-track services.

Examples of facilitation payments include payments, beyond those legally and legitimately required, that are made to an official:

* in connection with granting a permit, licence or other official document
* for the processing government papers such as a visa or work permit
* to facilitate the collection or delivery of mail.

# Supplier responsibilities:

The prevention, detection and reporting of bribery is the responsibility of all Ipsos UK suppliers and supplier personnel. They are also required to ensure adequate due diligence of their own suppliers, and to ensure supplier personnel are adequately supervised and managed in order to ensure their compliance with this policy whilst providing services to Ipsos UK This will involve the provision of adequate training, conducting appropriate checks and remaining vigilant to attempted bribery whilst providing services to Ipsos UK.

Suppliers can report in confidence any suspicion of bribery to our Compliance Department. The Department’s contact details can be found at the end of this policy.

# Enforcement

Failure to adhere to this policy will constitute a breach of the Agreement between Ipsos UK and the supplier concerned. Ipsos UK will take appropriate action, up to and including termination of the Agreement and withholding payment for services provided. Ipsos UK may also report any such breach to the relevant authorities and will cooperate with the relevant authorities in any investigation into the Supplier’s breach of this policy.

# Further information:

If you have any queries regarding this policy please do not hesitate to contact either your normal Ipsos UK contacts, or Ipsos UK’s Compliance Department. The Department’s contact details can be found at the end of this policy

# Reporting any suspicions

If you have any reason to suspect that someone has given/received a bribe or is planning to do so, please contact Ipsos UK’s Compliance Department. The Compliance Department can be contacted by:

Email: [compliance@ipsos.com](mailto:compliance@ipsos.com)

Telephone: +44 (0)20 3059 5000 – ask for the Compliance Department. Letter: Compliance Department – 3rd Floor

Ipsos UK

3 Thomas More Square London

E1W 1YW

United Kingdom

All reports will be dealt with confidentially.

# Schedule 2 – Template Example “Service Letter”

[Insert name of Supplier contact] [Supplier company name]

[ Supplier address] [ Supplier address] [ Supplier address] [ Supplier address]

[insert date]

Dear [Insert name of Supplier contact],

**<INSERT OUR JOB NAME> (OUR REF <INSERT OUR JOB NUMBER>)**

Thank you for providing a <quotation/estimate/proposal> for the provision of <insert brief details>. This letter is to confirm our acceptance of your offer to provide these services in accordance with the following service specification.

### PROJECT DETAILS:

Project Name: <insert the name/number of the project>

Project Contact: <the name, telephone number and email address of the Ipsos UK individual who is responsible for the project>

Ipsos UK Client: <insert name of our Client if this can be disclosed>

### SERVICES:

Commencement Date: <insert date the services are due to commence>;

Performance Dates: <insert any timetable or deadlines which the sub-contractor must meet>

Service Levels/Credits: <insert details of any specific performance standards or criteria which the sub-contractor must comply with and, if they fail to meet these standards, any credits against its fees which will apply>

Deliverables: <details of any specific documents, reports and other materials which the sub- contractor is to deliver to Ipsos UK in performing the services>

Materials: <insert details of any specific materials which Ipsos UK will provide to the sub- contractor to assist it to perform the services>

### PERSONNEL:

Contractor’s Project Manager: <if known, insert the name of contractor’s employee who will be responsible for managing the services and liaising with the Project Contact; and>

Contractor’s Key Personnel: <insert details of any employees, agents and permitted sub- contractors of the sub-contractor who you consider to be key in providing the services to Ipsos UK and who you want to be involved in the project at all times. If none, remove this element>.

### FEES:

< Insert details of the fees and any expenses which Ipsos UK agrees to pay in relation to the services performed by the contractor. The fees are to be paid on a fixed price basis (not time and materials)>

### DATA DESTRUCTION:

Data will not be available outside of the Ipsos app.

### TERMS AND CONDITIONS:

The services are to be provided in accordance with the Terms and Conditions of purchase set out in the Ipsos UK Services Supplier Agreement previously agreed between us (copy available on request). You are reminded that in processing any Personal Data supplied by, or collected by you on our behalf under the terms of this Agreement, you do so as a Data Processor for Ipsos UK and your attention is drawn to the Data Processor and information security clauses set out in the Ipsos UK Services Supplier Agreement.

Please sign and return the enclosed copy of this letter as acknowledgement of your agreement to its terms

Yours sincerely

[Insert your name]

[insert your position and standard footer]

Signed for and on behalf of [insert either Ipsos MORI UK Limited OR Ipsos (market research) Limited], trading as "Ipsos UK".

I have read and accept the terms of this letter for and on behalf of [insert name of sub-contractor]. Signature: ……………………………………………………….

Name: ……………………………………………………….

Position: ………………………………………………………….

Dated: ………………………………

# Ipsos UK Template of Description of Personal Data Processing

* 1. **Subject matter of the Processing of Personal Data**

Supplier will Process Personal Data of Data Subjects as set out in the DP Requirements to provide the Services in accordance with the Supplier Services Agreement.

# Duration of the Processing of Personal Data

Supplier will Process Personal Data during the term of the Supplier Services Agreement, or where the Services are provided under a statement of work, work order or other document created under the terms of the Services Agreement during the term of such statement of work, work order or other document, including any exit period.

# Nature of the Processing of Personal Data

Supplier will do the following operations: [please tick the corresponding boxes]

* + - Collection
    - Recording
    - Organisation
    - Storage
    - Modification
    - Consultation
    - Analyse
    - Disclosure by transmission: please indicate the recipients:
    - Combination with other data sets: please specify which data set:
    - Pseudonymisation
    - Anonymization
    - Erasure
    - Other: please complete

# Purpose of the Processing of Personal Data

Supplier will Process Personal Data of Data Subjects for the purpose of providing the Services in accordance with the Services Agreement including:

* + - please specify
    - Other: please specify

# Type of processed Personal Data

Supplier will Process the following categories of Persona Data:

* + - Identification data
      * Name
      * Identification number: please specify (Example.: ID number, customer ID)
      * Age
      * Date of birth: please specify
      * Gender
    - Contact data:
      * Phone number
      * Email address
      * Postal address
        + Personal
        + Professional
    - Any data related to the financial and economic situation of the Data Subject. Examples: wages, banking information, tax situation. please specify
    - Any data related to the work life (CV, education, training, awards, etc.): please specify
    - Geolocation data: please specify
    - Any data connection, passwords, IP addresses, logs...: please specify
    - Photo, video on which the Data subject can be identifiable
    - Special categories of Personal Data:
      * Racial data or ethnic origin
      * Political opinions
      * Religious or philosophical beliefs
      * Trade union membership
      * Genetic data
      * Biometric data
      * Data concerning health
      * Data concerning sex life, sexual orientation
    - Verbatim
    - Other: please complete

# Categories of Data Subjects

The Personal Data transferred concern the following categories of Data Subjects: [please tick the corresponding boxes]

* + - Respondents of Ipsos survey
    - Employees of Ipsos
    - Other category: please complete

# Transfer of Personal Data

The Personal Data are transferred in the following countries (including remote access)**:** [to be completed]

[If the location of any Processing of Personal Data **is outside of any adequate country**, please state the location (e.g., India). The list of countries having an adequacy decision issued by the European Commission are : Andorra, Argentina, Canada (commercial organisations), Faroe Islands, Guernsey, Israel, Isle of Man, Jersey, New Zealand, Switzerland, Uruguay and the US (limited to the Privacy Shield framework).

If not, please state that ‘No Personal Data will be transferred outside of an Adequate Country].

# Approved Sub-Processors list \*

|  |  |  |
| --- | --- | --- |
| Name of Sub- Processor(s) | Localization (please list the country) | Type of Processing |
|  |  |  |

[Add detail of any known Sub-Processors who will Process the Personal Data. It would also be helpful to add a description of what these Sub-Processors will do with the data (e.g., host, provide support, etc.). If there is no subcontracting, please state: No Sub-Processors in the above table].

*\*Any modification in the sub processor listing shall be agreed in writing between the Parties and formalized by an amendment to the Services Agreement.*

# Maximum Duration of Personal Data Retention and Deletion Rules

Supplier will store the Personal Data for the following duration:

* + - Duration of the Services Agreement
    - 12 months following the end of the survey
    - Other: Data will not be available outside of the Ipsos app.

# Schedule 3 - Data Protection Requirements (“DP Requirements”)

These Data Protection Requirements sets out the additional terms, requirements and conditions on which the Supplier will process Personal Data when providing services under this agreement with Ipsos UK (“**Services Agreement**”). These provisions contain the mandatory clauses required by Article 28(3) and (4) of the UK and EU General Data Protection Regulation for contracts between controllers and processors.

# Definitions

The following definitions and rules of interpretation apply in these DP Requirements.

**“Description of Personal Data Processing**”**:** means the document listing the characteristics of each Processing, including its subject-matter, duration, nature and purpose, the type of Personal Data and categories of Data Subjects as may be amended from time to time. Such Description of Personal Data Processing shall be issued pursuant to these DP Requirements and shall be substantially in the form set out in **Attachment 1**.

“**Data Controller**”**:** means the organization which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

“**Data Processor**”**:** means the organization which processes Personal Data on behalf of the Data Controller.

“**Data Protection Legislation**”: means all applicable laws, rules and regulatory requirements in relation to the processing of Personal Data, including the EU General Data Protection Regulation (EU GDPR), The UK General Data Protect Regulation (UK GDPR), the Data Protection Act 2018 (DPA), the Privacy and Electronic Communications Directive 2002/58/EC, together with any other applicable national or international laws that may apply to a party's obligations under this Agreement.

**“Data Subject”:** means an identified or identifiable natural person.

**International Transfers:** means any transfer of personal data outside the United Kingdom and European Union, to third countries or international organisations.

**“Personal Data”:** means any information or data that is considered as personal data by the applicable Data Protection Legislation and specifically regulated as such.

**“Personal Data Breach”:** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

**“Processing”:** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**“Sub-processor”:** means a third party which, under the direct authority of the controller or processor, is authorised to process personal data;

**“Supplier”:** means the organization which performs services under the Services Agreement for Ipsos UK.

# Contractual documents

The DP Requirements are subject to the terms of the Services Agreement and are incorporated into the Services Agreement. Interpretations and defined terms set forth in the Services Agreement apply to the interpretation of these DP Requirements, to the extent they do not conflict with the definitions contained in these DP Requirements.

The Attachments form part of these DP Requirements and will have effect as if set out in full in the body of these DP Requirements. Any reference to these DP Requirements includes the Attachments.

The Description of Personal Data Processing form part of these DP Requirements and will have effect as if set out in full in the body of these DP Requirements.

In the case of conflict or ambiguity between:

* + any provision contained in the body of these DP Requirements and any provision contained in the Attachments, the provision in the body of these DP Requirements will prevail;
  + any provision contained in the body of these DP Requirements and any provision contained in the Description of the Personal Data Processing, the provision in the body of these DP Requirements will prevail;
  + any of the provisions of these DP Requirements and the provisions of the Services Agreement, the provisions of these DP Requirements will prevail; and
  + any of the provisions of these DP Requirements and any executed order, the provisions of the executed order will prevail.

Personal Data will be processed only in the Ipsos app.

# Purpose

The purpose of the DP Requirements is to set out the additional terms, requirements and conditions on which the Supplier will process Personal Data when providing services under the DP Requirements.

# Duration

The DP Requirements shall become effective on the date of this agreement in respect of all Processing occurring on or after that date under the Services Agreement and remain in full force and effect for the duration of the DP Requirements.

# Obligations of the Supplier

Supplier acknowledges that, in providing the Services to Ipsos UK, it may process Personal Data about Data Subjects. The description of the characteristics of any Processing of Personal Data is set forth in a separate document based of the template inserted in **Schedule 2 – Template Supplier “Service Letter”**. Such completed “Description of Personal Data Processing” shall be attached to these DP Requirements as an addendum and shall constitute an integral part thereof***.*** Supplier is a Data Processor, when in performance of Services to Ipsos UK, Supplier collects, receives or otherwise processes Personal Data on behalf of Ipsos UK. It shall only Process such Personal Data upon the instructions of Ipsos UK.

Supplier agrees that it will comply with all Data Protection Legislation applicable to the Processing of Personal Data, and to take all necessary and appropriate steps to ensure that any employee, agent, contractor or other approved party with any access to such Personal Data complies with all such Data Protection Legislation and maintains the protection of such Personal Data.

To the extent that Supplier Processes Personal Data on behalf of Ipsos UK, Supplier warrants that:

1. it shall process the Personal Data only to the extent, and in such a manner, as is necessary to provide the Services, and to meet its obligations under these DP Requirements and in accordance with the documented instructions issued by Ipsos UK;
2. it will only allow access to Personal Data to those employees who have a need to know, and ensure that all such employees who need to have access to the Personal Data to provide the Services, have received training in Data Protection Legislation and in the care and handling of Personal Data, and that have been made aware of and have committed to be bound by the obligations contained herein, having agreed to confidentiality under contract;
3. if it receives any request, complaint, notice or communication in relation directly or indirectly to the Processing of the Personal Data (including any request from Data Subject and/or a regulator), Supplier shall notify Ipsos UK immediately, but in any event not later than twenty-four (24) hours from its reception, and shall fully cooperate with Ipsos UK in relation to such matter;
4. it will not disclose, sell, assign, lease or otherwise provide Personal Data to any third party except as required or permitted by the DP Requirements or with Ipsos UK’s prior written consent, or to the extent required by Data Protection Legislation, and Supplier shall only disclose the minimum Personal Data necessary;
5. it shall cooperate with Ipsos UK and assist Ipsos UK in complying with Data Protection Legislation, notably by supplying to Ipsos UK any information required by Ipsos UK to comply with any filing obligations or other formalities (including but not limited to any data protection impact assessments or legitimate interest assessments), or by making available to Ipsos UK all information necessary to demonstrate its compliance with the obligations of these DP Requirements. In all cases, Supplier shall not communicate with any regulator without the express consent of Ipsos UK, unless legally required.
6. Where Supplier obtains Personal Data directly from a Data Subject, Supplier will include the data protection notice and such functionality and consent(s) mechanics (including without limitation "tick boxes") as requested by Ipsos UK to enable Ipsos UK to comply with its obligations under Data Protection Legislation. Supplier will not modify or alter the data protection notice and functionality and consent(s) mechanics in any way without the prior written consent of Ipsos UK;
7. **Sub-processor(s).** Supplier will not engage and transfer the Personal Data to a sub-processor without Ipsos UK’ prior specific consent. To enable Ipsos UK to provide its consent, Supplier shall provide Ipsos UK with prior written information on the sub-processing of Personal Data as may be reasonably required by Ipsos UK. Supplier will ensure that it and the sub-processor will enter into a written contract on terms which provide that the sub-processor has the same (*mutatis mutandis*) data protection obligations (including Ipsos UK Security Requirements) as Supplier as are set out in these DP Requirements. Supplier will remain fully responsible and liable to Ipsos UK for the performance of those obligations by each sub-processor.
8. **International transfer of Personal Data**. Supplier shall not transfer (including for processing, hosting or granting remote access purposes) Personal Data outside the United Kingdom and European Economic Area without the prior written consent of Ipsos UK; such consent subject to (and given on terms as Ipsos UK may prescribe in) its absolute discretion. Supplier undertakes to execute and do all such things as may be necessary to comply with Data Protection Legislation including, but not limited to, the execution between the Parties of appropriate contractual clauses. In any case, specifically in case of transfer of Personal Data out of the United Kingdom European Economic Area**,** Supplier shall comply with the appropriate contractual clauses and as may be updated from time to time and all subsequent

formalities (if any) as required under Data Protection Legislation. This may include Supplier entering into a direct agreement with any Ipsos UK client on the basis of the Standard Contractual Clauses as may be updated from time to time upon request by Ipsos UK. If Ipsos UK grants such written consent to transfer the Personal Data to other country(-ies), Supplier shall comply with (a) the obligations defined by the Data Protection Legislation by providing an adequate level of protection to any of the Personal Data that is transferred in the countries agreed by Ipsos UK, and providing evidence of the adequate level of protection to Ipsos UK; and (b) any reasonable instructions notified to it by Ipsos UK.

1. **Security measures.** Supplier will employ appropriate operational and technological measures, processes and procedures to keep the Personal Data safe from unauthorized use or access, loss, destruction, theft or disclosure. The organizational, operational and technological measures, processes and procedures adopted by Supplier will be sufficient to meet or exceed the Ipsos UK security standards as set out in **Schedule 4 – Security Measures**. Supplier will not keep the Personal Data. Supplier will keep such measures under review and update them where necessary to reflect any Data Protection Legislation and/or any relevant advance in technology and methods of working so that they remain appropriate to the risk of the Processing of Personal Data. Such measures will include, but shall not be limited to:
2. the pseudonymisation and encryption of Personal Data, where appropriate, or as set out in the Ipsos UK Security Requirements (not relevant for Service Letter);
3. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of relevant Processing systems and services (not relevant for Service Letter);
4. the ability to restore the availability and access to the Personal Data in a timely manner in the event of a physical or technical incident, including a Personal Data Breach (not relevant for Service Letter);
5. a process for regularly testing, assessing and evaluating the effectiveness of Supplier’s technical and organisational measures for ensuring the security of the Processing of Personal Data under these DP Requirements (not relevant for Service Letter); and
6. implementation of all processes in such a manner that the Processing of Personal Data will meet Ipsos UK Security Requirements and the requirements of the Data Protection Legislation and ensure the protection of the Data Subjects’ rights.
7. **Personal Data Breaches.** Supplier undertakes to notify Ipsos UK immediately and in any event no later than twenty-four (24) hours upon discovery of any actual or suspected security breach or other breach of these DP Requirements” (“**Personal Data Breach**”). The Supplier shall:
8. deliver to Ipsos UK a written report regarding the nature of the Personal Data Breach, the categories and the approximate number of the Personal Data affected no later than twenty-four (24) hours after becoming aware of any actual or suspected security breach. The notice shall also include such information as may be required to: (i) enable Ipsos UK to understand the significance of the Personal Data Breach; (ii) take steps to reduce the risk of harm that could result from the Personal Data Breach or to mitigate that harm including giving notice to any affected Data Subjects; and (iii) report the Personal Data Breach to any governmental or regulatory authority or other persons as Ipsos UK deems appropriate. If such information is not available to the Supplier at the time that the Supplier becomes aware of the Personal Data Breach, Supplier shall provide such additional information forthwith upon it becoming available;
9. proceed as quickly as reasonably possible (including as Ipsos UK may direct), at no cost to Ipsos UK: (a) to mitigate any adverse impact or other harm to Ipsos UK and any affected Data Subjects resulting from such Personal Data Breach; and (b) to prevent similar Personal Data Breaches from occurring in the future. The Supplier will keep the Ipsos UK data protection officer (compliance@ipsos.com) fully informed of all stages of its investigation and all actions taken as a result thereof; and
10. not without the prior agreement of Ipsos UK communicate with any authority or other external party concerning the Personal Data Breach, other than as may be legally required.

Supplier undertakes to co-operate with Ipsos UK to help regain possession (if lost) of such Personal Data and to prevent its further unauthorized use and/or disclosure. Supplier hereby undertakes to immediately notify Ipsos UK if it has a reasonable belief that it or any other person has contravened, or is likely to contravene, any provision of these DP Requirements related to Personal Data or Data Protection Legislation.

1. **Retention Period**. Supplier shall not retain Personal Data longer than the duration of retention agreed with Ipsos UK and, in any case, shall not retain those data longer than the authorized duration set forth in the DP Requirements. If no duration is set, then the retention duration shall be limited to the duration of the DP Requirements.
2. **Obligation After the Termination of Services**. Data will not be available outside of the Ipsos app.
3. **Audit**. Without prejudice to any other right of audit that Ipsos UK may have under these DP Requirements, Supplier will make available to Ipsos UK all information necessary (such as Supplier audit reports and the audit reports of its sub-processors, if any) and allow Ipsos UK, Ipsos UK’ customers (“**Customer**”), a regulator or a third party appointed by Customer or Ipsos UK to conduct an audit (including inspections) including such access to Supplier’s (and its authorised sub-processor’s) premises, facilities, equipment, information and records, and to provide such contributions as may be reasonably required by Ipsos UK to demonstrate and enable Customer, Ipsos UK, a regulator or a third party appointed by Ipsos UK to verify Supplier’s and/or its authorised sub-processor’s compliance with these DP Requirements and the applicable Data Protection Legislation. In the event of a Personal Data Breach or a breach of these DP Requirements in relation to the Processing of Personal Data, or where Ipsos UK has reasonable grounds to believe that any such event occurred or may occur or where required by an applicable regulator, Supplier will allow Customer, Ipsos UK, a regulator or a third party appointed by Ipsos UK, to promptly (and in any event, no later than seven (7) working days after Ipsos UK has given written notice to Supplier) access to its premises and systems and to conduct an audit and provide contributions to such audit as set out in this section. Customer and Supplier shall meet to review each audit report (or extract) promptly, in order to agree upon an appropriate and effective manner in which to respond to the deficiencies identified and modifications suggested by the audit report.
4. **Indemnity.** Supplier shall indemnify Ipsos UK for all damages, penalties, costs or charges (including costs related to any notification to Data Subject), without prejudice to any remedies and shall defend, hold harmless and indemnify Ipsos UK and its affiliates from any third-party claims arising out of Supplier’s or its agent’s (including subcontractors) failure to comply with the privacy and security provisions of the DP Requirements.

# Schedule 4 – Security Measures

**Organizational Safeguards**

* + Supplier must sign a non-disclosure agreement, which must then be co-signed by an Ipsos UK executive, prior to be granted access to Ipsos UK data and/or environment
  + Supplier has appointed an employee who has data protection and information security responsibilities set out as part of their duties.
  + Physical access to the building is limited by various access control mechanisms and in most cases entrances to Supplier's offices are staffed by receptionists/security staff.
  + Supplier employees are instructed on data protection and information security matters upon commencing employment with Supplier and are subject to confidentiality obligations.
  + Employees are not permitted to record Personal Data on a storage medium (e.g. disk) to enable them to re-access the information in premises that are not controlled by Supplier. Data will not be available outside of the Ipsos app.

## Information Security Risk Management

Not relevant for the Contract/Service Letter.

## Information Security Policy

Not relevant for the Contract/Service Letter.

## Information Security framework

Not relevant for the Contract/Service Letter.

## Asset Management

* + Suppliers who connect to or use Ipsos UK asset(s) (including servers, workstations, infrastructure, internet gateway or network) must abide by all applicable Ipsos UK terms of use, policies, standards, and procedures.
  + Supplier is required to safeguard and use Ipsos UK assets wisely and will use good judgment and discretion when using Ipsos UK assets including Ipsos UK systems, computers, telephones, internet access, email, voice mail, copiers, fax machines, vehicles or other property.
  + Supplier must never connect non-Ipsos UK owned assets to Supplier’s network without direct written approval from Ipsos UK.
  + Ipsos UK must review and approve all requests from any company to connect non-Ipsos UK owned assets to the Ipsos UK network.
  + Assets that connect to Ipsos UK network must abide by Ipsos UK Security Policies, Standards, Operating practices and controls, including, but not limited to configuration, hardening, patching, access control and virus protection processes.

## Human Resources Security

* + All Supplier employees will already be certified with previous experience for Supplier.

Supplier must:

* Ensure an Information Security awareness campaign is provided to everyone who has access to Ipsos UK assets. Campaign must educate personnel of their responsibility to secure Ipsos UK assets.
* Ensure all user IDs, tokens or physical-access badges are assigned to a unique Supplier employee.
* Ensure all user/system/service/administrator accounts and passwords are never shared.
* Immediately notify Ipsos UK in writing if a Supplier employee is not working on the Ipsos UK account or ID permission must be changed on a Ipsos UK managed assets and data. Notices must include name, user ID name of any accounts the person had access to or knows the password.

## Physical and Environmental Security

Supplier must implement all the necessary information security controls in order to assure that all Supplier assets involved in the services provided to Ipsos UK as well as any Ipsos UK assets existing in Supplier custody are protected from:

* Natural disasters,
* Theft, physical intrusion, unlawful and unauthorized physical access,
* Ventilation, Heat or Cooling problems, power failures or outages.

# Operations Management

***Network Security*:** The devices will not be connected to the network.

## System Security:

Supplier must have a process for applying and managing security updates, patches, fixes upgrades, (collectively referred to as "Patches") on all Supplier IT systems.

* Supplier must ensure patches that provide security fixes or security updates are tested and deployed within 20-days from the date of release, for all Supplier IT systems that access Ipsos UK Confidential, Personal, or Regulated Information.
* Otherwise, Supplier must ensure patches are deployed within 30-days from the date of release.
* All exceptions are to be documented while stating the reason for not deploying the mentioned patches.

Supplier must ensure Malware, Virus, Trojan and Spyware protection programs are deployed on all IT systems that access Ipsos UK assets and data; the mentioned must have the latest and up-to-date manufacture's signatures, definition files, software and patches.

Supplier must ensure all unused or unnecessary software, applications, services, sample/default files and folders are disabled on all IT systems that access Ipsos UK assets and data.

## Operation Security - Supplier must:

* Ensure that any changes to IT systems that are performing work on or for Ipsos UK do not have any negative security implications.
* Follow documented change management practices and procedures
* Not move or transfer Regulated, Personal or Confidential information to any non- production environment or insecure location.

## Disaster recovery

* Supplier has implemented appropriate disaster recovery measures to ensure that the Personal Data it processes can be re-instated in the event of loss or destruction of that data. Data will not be available outside of the Ipsos app.

# Data management

## Data Security

Not relevant for the Contract/Service Letter. Data will not be available outside of the Ipsos app.

## Transferring of Data

Not relevant for the Contract/Service Letter. Data will not be available outside of the Ipsos app.

## Storage of Data

## Not relevant for the Contract/Service Letter. Data will not be available outside of the Ipsos app.

## Data destruction process

Not relevant for the Contract/Service Letter. Data will not be available outside of the Ipsos app.

## Degaussing

Not relevant for the Contract/Service Letter. Data will not be available outside of the Ipsos app.

## Hard Disk and Media Storage

## Not relevant for the Contract/Service Letter. Data will not be available outside of the Ipsos app.

## Media Destruction Standards

Not relevant for the Contract/Service Letter. Data will not be available outside of the Ipsos app.

## Hard Disk Wipe Standards

Not relevant for the Contract/Service Letter. Data will not be available outside of the Ipsos app.

# Data Breach Procedure

A breach of information is any incident that involves the actual or suspected breach of the confidentiality, integrity or availability of an Ipsos UK information asset. In the case of Supplier, it is referring to the Ipsos UK provided client sample.

Data will not be available outside of the Ipsos app.

*Examples are:*

* *Theft or loss of a laptop, PC, USB Key, small computing device or any other computing/storage device that contains any Ipsos UK provided client sample.*
* *Suspected or otherwise confirmed unauthorized access (hack) into Supplier’s network/hosts that holds Ipsos UK provided client sample.*
* *Successful virus/malware attack on a system that holds Ipsos UK provided client sample.*

In the event that any Ipsos UK provided client sample is breached to the public by Supplier, the following incidence response will be carried out by Supplier:

* Supplier shall notify their contact at Ipsos UK of the breach.
* Supplier will immediately launch an investigation into the data breach.
* Supplier will co-operate with Ipsos UK in the investigation and will share all relevant system logs and evidence with Ipsos UK immediately.
* The investigation will examine the root cause analysis in order to determine causes and recommendations for improving Information Security; to prevent future incidences.
* A risk assessment and recommended counter measures will be included in the final report.

***Access Management***

Supplier must:

* Ensure controls restrict other Supplier customers from accessing Ipsos UK assets, unless this has been specifically approved in writing by Ipsos UK
* Use authentication and authorization technologies for service, user and administrator level accounts.
* Not allow Supplier employees or subcontractors direct root access to any systems or access to the administrator user account of any system used in the services provided to Ipsos UK
* Ensure IT administrators are provided and using separate and unique administrator accounts that are only used for administration responsibilities. Non-administrator tasks must always be performed using non-administrator user accounts.
* Ensure password policies and standards exist on IT systems that access Ipsos UK assets
* Ensure systems that access confidential, personal or regulated information require the following password construction requirements at all times:
  1. Minimum length of 8 characters
  2. Complexity must contain at least three of the following four characters (Number, Uppercase Letter, Lowercase letter, Printable special character)
  3. When changing or rotating an account password, the reuse of any of the prior 6 passwords is not allowed
  4. Account password expiration (the requirement to change and existing account password), must occur at - or less than 90 days.
  5. Service accounts must be changed at - or less than 90 days.
  6. Failed login attempts, when exceeding 3 consecutive attempts, must lock the account.
  7. Screen saver locks must be enabled to lock access after 10 minutes of user inactivity.

Supplier must ensure systems that access Ipsos UK assets &/or Ipsos UK network meet the following additional requirements at all times:

* + 1. Authentication credentials must be encrypted when stored or transmitted at all times
    2. Passwords for user-level accounts cannot be shared between multiple individuals
    3. Supplier must change passwords immediately whenever it is believed that an account may have been compromised.
    4. Passwords must not be communicated via email messages or other forms of electronic communications, other than one-time use passwords.
    5. Passwords for individual user accounts must never be given to or shared with
    6. someone other than the account owner
    7. A user's identity must be verified before their password is reset and email or voicemail notification must be sent to notify the user that their password was reset.
    8. First time passwords for new user accounts must be set to unique values that follow the requirements set forth in this policy and must not be generic, easily-guessed passwords.
    9. User accounts must be configured to force a change of their password upon first use of a new account or after a password is reset.
    10. All manufacturer passwords must be changed from their default values (including when the default value is NULL) and must meet the requirements set forth in this policy. Manufacturer passwords include, but are not limited to, SNMP community strings, system-level administrator account passwords.
    11. Temporary account passwords, wireless encryption keys, and other default authentication settings.
    12. Password fields must display only masked characters as the user types in their password, where technically feasible.
    13. Hardcode plain-text passwords must not be used in production environments.
    14. Production account passwords must not be used in non-production environments.
    15. If a system-level administrator account (e.g. Windows local administrator or UNIX/Linux root) is used to perform privileged management of a device, that password must be changed following completion of that management task.
    16. If an account has machine-set complex password of 20 characters or more that is never accessed or known by a person, that passwords does not need to be changed during its lifetime, unless the account or its associated system has been suspected of compromise.
    17. System-level account passwords must be unique on each device.
    18. All systems must prompt users to re-authenticate when users attempt to elevate their privileges to higher security levels. *Examples include use of sudo or su on UNIX/LINUX systems or "run as" for Microsoft Windows based systems*.
* Supplier must ensure procedures exist for prompt modification or termination of access or rights in response to organizational changes.
* Supplier must ensure procedures exist for provisioning privileged accounts.
* Supplier must periodically review the necessity of privileged access accounts
* If Supplier requires remote access to Ipsos UK assets, Supplier must always use a Ipsos UK approved method to remotely connect to any Ipsos UK asset.

# Information Technology Acquisition, Development and Maintenance

Not relevant for the Contract/Service Letter. Data will not be available outside of the Ipsos app.

# Information Security Incident Management

Not relevant for the Contract/Service Letter. Data will not be available outside of the Ipsos app.

# Outsourcing

Not relevant for the Contract/Service Letter. Supplier not use outsourcing.

# Filing for a policy Exception Request

Information security policy exception requests must be justified by Supplier and approved in writing by the Global Information Security Staff.