

CONTRACT

TITLE:	Teacher Voice Omnibus Survey	DATE	
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1. PARTIES:

- 1.1. NFER Trading Limited Company No. 3954591 of The Mere, Upton Park, Slough, Berkshire, SL1 2DQ ("NFER").
- 1.2. Client, Client Address (the "Client")

2. SERVICES:

In consideration of the payment by the Client of the fee set out below NFER shall provide the services described in this clause.

NFER will:

- 2.1. Include the Client's questions in the Teacher Voice Omnibus Survey in [insert date], and supply the following services:
 - Provision of question wording and advice on content
 - Online survey set up
 - Survey administration achieving results from 1000* teachers (*see terms and conditions attached)
 - Provision of topline results
 - Commentary report, including findings, sample descriptions and computer tables

NFER aims to work to the following timetable:

- Initial submission of questions: [insert date]
 - Finalisation of question content: [insert date]
 - Live survey period: [insert dates]
 - Topline results: [insert date]
 - Written report and further tables: [insert date]
- 2.2. Carry out the Project using reasonable skill, care and diligence;
 - 2.3. Notify the Client as soon as possible if it becomes aware of any likely delay in compliance with the agreed timetable.

3. DATA PROTECTION:

Other than where a court order requires it:

- 3.1. No individual school or teacher will be identified to any party outside NFER as a result of this project.

- 3.2 The Client **will not** be provided with any individual or school level datasets
- 3.3 Any data provided by the Client for use in the survey analysis shall be used for the purposes of this project only and then destroyed by NFER.

4. INTELLECTUAL PROPERTY:

- 4.1. The data upon which the report has been prepared will remain the property of, and confidential to NFER, and may be used by NFER in future research undertakings.
- 4.2 The intellectual property rights (IPR) in the Client's questions, the report and tables shall remain vested jointly with NFER and the Client and the Client will sign any documents necessary to ensure joint ownership of such rights and each may use them without restriction subject to other provisions of this clause and without payment of further fees in perpetuity
- 4.3 NFER will seek approval from the Client to use any results from survey questions in publicity or dissemination activity.
- 4.4 For the avoidance of doubt, nothing in this contract shall prevent NFER from indicating that it is undertaking this work for the Client in its marketing and publicity material.
- 4.5 When publishing information based on the results of the survey, the Client will make it clear that the question(s) was/were included as part of NFER's Teacher Voice omnibus survey and give a link to the website at <http://www.nfer.ac.uk/teachervoices> The Client will not use the NFER name or logo nor register nor claim any connection with NFER nor issue any publicity without obtaining prior NFER consent.
- 4.6 The provisions of this clause shall continue to apply as to ownership and use of IPR after termination of this Agreement or its expiry and/or completion of the services.

5. PAYMENT

- 5.1. The Client will pay and NFER will invoice a payment of **£[insert amount] for the services described above** on completion of the topline results. VAT will be charged in addition at the prevailing rate.
- 5.2. The Client will make payment within 7 days of the date of the invoice.

6. TERMINATION:

- 6.1. Either party may terminate the contract by serving a written notice to the other party at the above address as long as this is one week prior to the survey live period. If the contract is terminated after that date but still before the survey period the Client will be liable to pay 25% of the Project cost. After the survey live start date the contract cannot be terminated and the Client will be invoiced the full Project cost.

7. VARIATION:

- 7.1. The teacher voice omnibus survey offers a standard package and this cannot be varied. However if the Client wishes to extend this to additional requirements, then a variation to this contract would need to be agreed between NFER and the Client.

8. GENERAL

These terms are the entire agreement between the parties and may only be varied by agreement in writing signed by both parties. NFER excludes all liability for consequential and indirect loss and limits its liability to the amount of the fees paid, save that no liability for death or personal injury caused by negligence nor fraudulent misrepresentation is excluded. NFER shall have no liability for any delay or failure caused by circumstances of force majeure or otherwise beyond its reasonable control including without limitation Governmental action, strikes, riots, fire, flood. Each party shall keep strictly confidential all business, financial products, supplier, customer and business information of the other without limit as to time for so long as such information is not in the public domain otherwise than the default of the other party.

DULY AUTHORISED AND AGREED BY:

SIGNATURE:

SIGNATURE:

NAME: Tarun Chotai

NAME:

POSITION: Company Secretary

POSITION:

COMPANY: NFER

COMPANY:

DATE:

DATE:

Teacher Voice Omnibus Survey Terms and conditions

1. Questions requiring teachers to subscribe to further research cannot be included in the survey.
2. No individual teacher or school will be identified from the survey panel.
3. NFER will have final say over the wording of questions and reserve the right to refuse inclusion of questions where we feel that it may compromise NFER in some way.
4. Survey space will be made available to Clients on a first come first served basis and based on the draft questions received by the published deadline. There is a limit on survey questionnaire length. It may not always be possible to include all questions for all Clients due to this restriction.
5. All questions will normally be asked of the whole teacher panel, unless simple routing is used.
6. If final agreement of question content is not met by fault of the Client then NFER will not normally be able to include the question in that round of the survey
7. NFER will not use the results of survey questions pertaining to a Client unless NFER has sought permission from that Client.
8. Clients must obtain prior consent from NFER before publicising the results of the survey. All publicity must acknowledge NFER's Teacher Voice omnibus survey and include a link to the website <http://www.nfer.ac.uk/teachervoice>.
9. NFER will not release any individual or school level datasets to clients.
10. Clients will be required to sign and return the NFER Service Contract before questions will be entered into the survey.