

Agreement between TRICS Consortium Limited and Client for multi-modal site visits and survey commission.

Date of Agreement:

Name and Location of Site:

Name of Client Organisation:

Name (TRICS Consortium Limited)

Name:

Date:

Name (Representing the Client)

Name:

Date:

Name (Representing the Fee-Paying Organisation – if not the Client (see Clause 6)

Name:

Date:

1. A site visit to be undertaken by TRICS Consortium Limited has hereby been agreed between TRICS Consortium Limited and the named Client above. A fixed cost of £600 + VAT is agreed for the site visit and subsequent production of a multi-modal TRICS survey specification covering the development named above. The site visit will be arranged and will take place following a signed copy of this Agreement being received by TRICS Consortium Limited plus the supply of a purchase order for the fixed cost. Should a signed copy of this Agreement plus a purchase order for the fixed fee not be received within 30 days of the agreement being raised, the survey will be cancelled by TRICS Consortium Limited, requiring a new Agreement should a survey be required at any future date.
2. Following the site visit and production of the survey specification, a fixed quote for undertaking all work associated with the survey at the development named above will be provided to the Client by TRICS Consortium Limited. This quote is inclusive of all work, including the initial site visit and production of the survey specification, preparations for the survey and the actual survey itself, and the data input and validation process, up to the point when the data is fully validated by the usual TRICS process. Should the site visit fee already be invoiced (see Clause 6) the quote will exclude this amount.
3. Upon receiving the all-inclusive quote specified in (2), the Client will have the option of commissioning TRICS Consortium Limited to manage and deliver the survey at the development named above. If authorisation is given for TRICS Consortium Limited to go ahead with the survey, then no fees will be charged until the project has been completed. Upon providing authorisation, a purchase order for the full quoted amount must be supplied to TRICS Consortium Limited for the process to continue to the next stage. Once the survey data has been fully validated, the Client will be invoiced, and the finalised survey results will be released to the Client.
4. Upon receiving the all-inclusive quote specified in (2), the Client also has the option to not commission TRICS Consortium Limited to proceed with the survey. Any such notification of this must be received within 30 days of the all-inclusive quote being provided. If this option is taken, then the Client agrees to be invoiced for the fixed site visit and survey specification cost specified in (1). Once the invoice has been raised, the client can obtain a copy of the survey specification upon request.
5. If the Client does not commission TRICS Consortium Limited to proceed with the survey within a period of 30 days from the date when the all-inclusive quote specified in (2) was provided, including the supply of a purchase order for the all-inclusive quote, TRICS Consortium Limited will formally cancel the survey and invoice the Client for the fixed site visit and survey specification cost specified in (1), unless this fee has already been paid. If the Client wishes to commission TRICS Consortium Limited to undertake the cancelled survey at any future date, the whole process will start from the beginning, with a new Agreement being raised and a purchase order for a new site visit fee required prior to a site visit being arranged and undertaken. This process will only commence following the settlement of the original site visit fee for the cancelled survey.

6. If an organisation other than the Client is to pay for the survey, the following additional conditions will apply. Upon the signing of this Agreement by the Client and the Fee-Paying Organisation, and the receipt of a purchase order for the fixed site visit and survey specification fee specified in (1), TRICS Consortium Limited will raise and send an invoice to the Fee-Paying organisation. Following the receipt of the all-inclusive quote specified in (2), a second purchase order covering the full all-inclusive quote minus the site visit and survey specification fee shall be raised by the Fee-Paying Organisation. If upon receiving the all-inclusive quote the Client decides not to proceed with the survey, then survey will be formally cancelled, with the site visit and survey specification fee specified in (1) already invoiced to the Fee-Paying Organisation to be paid, should it not have already been paid at that point. Following the survey taking place and upon the data validation process being fully completed, the Fee-Paying Organisation shall be invoiced for the all-inclusive fee, and the finalised survey results will be released to the Client. Should payment of the all-inclusive invoice not be made within the terms of TRICS Consortium Limited, then the Client shall be liable for this payment, and a new purchase order shall be supplied to TRICS Consortium Limited for the full amount by the Client.
7. TRICS Consortium Limited reserves the right to suspend all survey management services for any Client should any fees invoiced not be settled in full within the financial terms of TRICS Consortium Limited.
8. Should the Client commission TRICS Consortium Limited to manage and undertake the survey, arrangements will be made to put the Client in contact with one of TRICS Consortium Limited's TRICS-approved data collection contractors to agree a survey date. It will also be the Client's responsibility to assist the data collection contractor with supplying supporting site, development, parking and travel plan information necessary to populate the TRICS database. By signing this agreement, the Client agrees to obtain all requested supporting information in a timely manner, including assistance in addressing validation queries in direct communication with the data collection contractor following the survey data being put through validation testing by TRICS Consortium Limited.
9. Should following the commissioning of a survey the Client request a postponement of the survey to a later month than the month originally agreed with TRICS Consortium Limited (within the same Spring or Autumn TRICS survey window as originally agreed), then this request must be made directly to TRICS Consortium Limited. A decision shall then be made solely by TRICS Consortium Limited as to whether the existing survey specification for the site being surveyed would remain valid at the time of the requested later survey date. Should it be decided that the specification would remain valid at the future survey date, then the requested revised date would be accepted. Should it be decided that the specification would not remain valid at the future survey date, then the Client has the option to revert to the original agreed survey date or to cancel the survey. Should the survey be cancelled, then the site visit and survey specification fee specified in (1) will be invoiced (if it has not already been invoiced at that stage).
10. It may be necessary for the data collection contractor to use video equipment as part of the TRICS survey. It is the responsibility of the data collection contractor to obtain permission from the Client before the survey is undertaken if video equipment is being used, stating the reasons why the use of video is necessary. Signage in the vicinity of the video recording equipment will be provided to notify individuals of surveillance information processing. The signs will also state people's rights of access to recordings/images of themselves. Video equipment will only be placed in areas required for the purposes of the survey and will have consideration to the privacy of the general public. The data collection contractor will undertake a Data Protection Impact Assessment (DPIA) to ensure that all cameras serve a legitimate purpose for the undertaking of the specific transportation survey. All camera locations will be agreed between the Client and the data collection contractor prior to the survey being undertaken.
11. The video footage will only be used for the purposes of the survey being undertaken and will use as low a resolution as possible for the purpose of the survey, to ensure that recognition of facial features is minimised. Also, video records will not contain any audio content. Once completed, the video files will be securely stored by the data collection contractor in compliance with Data Protection legislation, and access restricted to authorised personnel only. The video files will be deleted once the survey data has been fully validated by TRICS Consortium Limited.



12. Following the survey data being validated, the Client agrees that the survey results shall be added to the TRICS Database, and grants TRICS Consortium Limited (“the Company”) a royalty-free, exclusive, worldwide, irrevocable licence to use, access, view and manipulate the survey data and make the data available to all TRICS Members for Transportation and Research purposes, or for such other purposes as the Company may determine, acting in its sole discretion. Once input onto the TRICS Database, the data will be included in the next subsequent update of the system onwards, unless otherwise specified in correspondence and will remain within the TRICS Database indefinitely.
13. Once the survey data has been fully validated the Client, in addition to the full TRICS site and survey outputs from the TRICS database, will receive a ‘Certificate of TRICS Compliance’ for their records. This certificate is to show that the survey has been undertaken using TRICS survey methodologies, has passed TRICS validation procedures and has been included within the TRICS Database. This certificate may be required by some Local Authorities as proof of Planning Condition compliance.
14. Should the Client require additional CSV outputs of each TRICS count mode (in addition to the full TRICS site and survey outputs from the database once the data has been fully validated), there will be an additional charge of £200 + VAT, and a purchase order for this sum will be required prior to these additional outputs being forwarded, which are at the specific request of the Client. The Client should note that the CSV files are not the raw data files as supplied to TRICS for processing and testing (which arrive in an unvalidated state). Instead, they are the final validated survey counts split by mode.