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# GLOBAL CONTRACT STANDARDIZATION

Self-Service Model for Client Contracting

Contract Simplification Initiative

NIQ Legal Department

June 2023

# AGENDA



Simplifying our forms and processes



Global templates

- How Services are defined
- How the templates are set up
- Differences in the templates; before and after



Best practices and transition



Self-service process



Resources and Reference Material



# Global contract standardization

## How we got here:

NIQ is in over 80 markets, but with:

- differing ways of contracting;
- lack of visibility and
- consistency

## Where we are headed:

- Centrally managed approach allowing for local variations.
- Simplify global processes and contract templates through **harmonization** and **standardization**; supporting both a **high touch** and **commoditized approach**.

## What will be the impact:

**Efficiency:** Time reduction for Commercial, Legal & Support teams.  
Speed to client contracting

**Standardization:** Harmonized global T&Cs, reduction of contract templates

**Automation:** Ease of creation, storage, and delivery of NIQ contracts; processes

## ADOPTION IS KEY! REINFORCE NEW WAYS OF WORKING; CHANGE MANAGEMENT

### • Related initiatives:

- NIQ decision to replace Salesforce with Microsoft Dynamics
- Global pricing (rate cards)
- Integration with Conga, a Contract Lifecycle Management system (CLM)
- Revenue Recognition (streamlining obstacles to rev rec)



# CONTRACT SIMPLIFICATION: WHAT TO EXPECT?

## TEMPLATES & SELF SERVICE

- **Faster roll out** of new templates, best practice provisions & provisions for new NIQ products & services
- Standardization - **Avoids multiple interpretations** of clauses in the event of a dispute
- **Fewer Forms** - **Avoids confusion** by commercial and other stakeholders on what forms to use
- **More efficient negotiation** process
  - Pre-approved alternative clause dictionary
  - Clear guidelines on approvals – who, when, for what
- **Self-service library:** Live in US, CAN & POC; local “children” documents created from standard forms
- **Website:** Global Legal Website being created

## CONTRACT LIFECYCLE MANAGEMENT (CLM)

- Automated contract generation – **faster sales cycle; less manual work**
- Pricing, specs & contract all match and all are in MSD – increase **gatekeeping first-time right** rate
- **Signatures:** proper authority; audit trail
- Enables **KPIs** to measure success and identify improvements
- **Contract Repository:** global and available
- **CLM:** Live in: US, UK, Netherlands, Italy, Singapore, Czech Republic  
[\(Ad hoc for RMS only\)](#)



# NIQ Services: Contract Structure

## INFORMATION SERVICES

“NielsenIQ Information Services” means NIQ’s products and services that include or are comprised of data, information, measurement services, insights, software, consulting and/or analytics; and does not include NielsenIQ Custom Services.

The Information Services can be a) subscription based, continuous Services; and/ or b) ad hoc services that are project-specific with discrete deliverables. License grant, no transfer of ownership.

- Syndicated data and databases including category definitions, hierarchical view/classification, item placement, etc. Custom databases: (i.e. based from syndicated data/information)
- References
- Scanning data and documents such as reports, data pulls, templates, analyses, emails referencing data points, etc.
- Consumer panel data and documents, including panel purchase and demographic data, buyer flow analyses, data from buyer flows or other panel-based studies, trial & repeat, source of volumes, new item tracking reports,
- Consumer e-receipt purchase data and reports, such as Omni Shopper, Slice and Fox Intelligence
- Retail collaboration, retailer snapshots or extracts
- Spectra e.g. data, such as demos, best products reports, demand rank reports
- TDLinx e.g. data and reports
- Training; Account Services Resources e.g. FTEs
- Monthly reports, such as Toplines, Weekly Trends, Item Rankers, etc.
- Brandbank
- Revenue Optimizer, revenue management, assortment, space optimization and other analytics

services

## CUSTOM SERVICES

“NielsenIQ Custom Services” means services performed by NielsenIQ on a project basis, based on Client Data and pertaining solely to Client, such as BASES and Consumer Insights.

Only certain specific services are considered Custom Services. Do not confuse Custom Services with custom databases. Custom databases are deliverables provided to Client that are based from NIQ’s syndicated data/information, with no ownership transfer.

NielsenIQ Custom Services are performed on a project basis, where NielsenIQ provides discrete deliverables NielsenIQ Custom Services are not continuous services. BASES and CI permits ownership of the Results from each project to be transferred to Client. Does not apply to any other project unless approved in writing by product and commercial leader with legal review.

- BASES\*
- Consumer Insights
- Project-based (ad hoc) custom services that are unique to Client; use the NielsenIQ Custom Services definitions when transferring ownership of Results to Client.

\*Does not include any syndicated products and services sold by BASES commercial organization. Those products and services are under Information Services.



# Types of Templates

## MSA FAMILY OF TEMPLATES

### Master Subscription Agreement a/k/a MSA

- Any NIQ Service can leverage the MSA; both **Information Services** and **Custom Services**
- Great for Clients with repeat business in various countries or affiliates and business units

### Local Services Agreement a/k/a LSA

- Clients that have agreed to an MSA can enter into an LSA which sets out the specific terms for those Services; LSA cross-references to the general terms of the MSA

### Information Services LSAs: examples include but not limited to:

- N.A. LSA
- Int'l LSA
- LSA for POC entity for RMS Data Services only
- Ad Hoc Agreement for MSA
- Analytics Services LSA
- Financial Services Vertical LSA

### Custom Services LSA: can leverage same MSA

- BASES
- Consumer Insights

## STANDALONE CONTRACTS

### Information Services:

- **License Agreement (LA) with online T&Cs**
  - Online T&Cs remain unchanged; just fill-in the commercial details on the front page
  - License Agreements include:
    - LA for POC entity for RMS Data Services only
- **Ad Hoc Agreement with online T&Cs**
  - Online T&Cs remain unchanged; just fill-in the commercial details on the front page
  - Ad Hoc Agreements include:
    - Ad Hoc Agreement (general form for specified products such as RMS, CPS, Global Services)

### Custom Services:

- Online T&Cs for Custom Ad hoc Services
- Do not mistake this for the Information Services form even if the services are project based, otherwise you risk inadvertently transferring ownership of project-based results to a client
- Custom Services Online T&Cs are available to link to the "BASES powerpoint agreement" or other Custom S



# Two Types of “Global” MSAs

## STANDARD MSA

- Objective: common T&Cs once; leveraged multiple times
- Document focuses on general terms & conditions
  - Includes the following commercial terms: payment terms, product enhancements
  - Does not include commercial terms such as pricing that apply to a Client, whether across markets affiliates or otherwise. If it does, it would be considered a "Commercial MSA." Commercial MSAs require a fixed term. See column to the right.
- Clients:
  - NOT G13 or IV25
  - Does not contain global / regional commercial terms
  - Clients that have repeat business or license more than one service  
Example: local giant
- MSA is active as long as any LSA or ad-hoc that references it is active. Underlying LSAs could be evergreen or fixed term.
- Insert COLA index and other commercial terms in the LSA

## COMMERCIAL MSA

- Objective: contains negotiated global commercial terms; common T&Cs once and leveraged multiple times across Client markets, affiliates or otherwise as dictated in the MSA commercial terms
  - Document includes both commercial terms and legal T&Cs
  - Adds commercial terms to global standard MSA template. Utilizes term alternatives within term library as much as possible.
- Clients:
  - G13 or IV25
  - Any client with negotiated global / regional commercial terms
  - MSA is fixed term contract. Underlying LSAs are fixed term. LSAs must be coterminous with the MSA.
  - LSAs reference MSA sections for commercial terms such as COLA



## Fill-in-the-blank templates: how and when to use

Agreement Type	Term Length	Term Type	Term can be extended	Products	Amendable	MSA?
<p>Local Service Agreement (LSA) (part of MSA family)</p> <p>LSAs vary depending on whether a Standard vs Commercial MSA is used</p>	<p>Standard <math>\geq 1</math> yr</p> <p>Exceptions may vary</p>	<p>Evergreen or Fixed</p>	<p>Yes</p>	<p>Any</p>	<p>Yes</p>	<p>MUST link to an MSA</p> <p>Use when an MSA exists or is being negotiated</p>
<p>License Agreement (LA) (standalone);</p> <p>Do not use in place of amendments to LSAs</p>	<p>Standard <math>\geq 1</math> yr</p> <p>Exceptions may vary</p>	<p>Evergreen or Fixed</p>	<p>Yes</p>	<p>Any</p>	<p>Yes</p>	<p>WILL NOT be linked to an MSA</p> <p>Use for services-specific deals, when a broader MSA is not applicable</p> <p>Best practice is to use an LSA when an MSA is in place; If an MSA is in place, but an LA is entered into, the LA terms will control for those services/deal under the LA</p>
<p>Ad-hoc Agreement <b>Standalone</b> (standalone)</p> <p>Note: Ad Hoc Agreement <b>with MSA</b> should be used when we have an MSA with the Client (part of MSA family)</p>	<p><math>\leq 1</math> yr</p>	<p>Fixed</p>	<p>No</p> <p>If want to continue in the following year, sign new agreement</p>	<p>Only use for discrete deliverables. Can include multiple deliveries over a period <math>\leq 12</math> months, but each delivery is discrete.</p> <p>Cannot be used to add on to or change an LSA (ex: sale to change a DB to weekly update for 3 months must be amendment to LSA, cannot be an ad-hoc agreement).</p> <p>Cannot be used to contract FTEs or to create a fund</p>	<p>No</p> <p>If need to change, terminate prior and write new</p>	<p>The Ad Hoc Agreement Standalone WILL NOT be linked to an MSA; use for ad hoc deals when a broader MSA is not applicable</p> <p>If an MSA exists, use the Ad Hoc Agreement with MSA template</p> <p>++Note: Custom Services Online T&amp;Cs govern BASES and Consumer Insights ad hoc services only.</p>



# BEFORE AND AFTER: EXAMPLES OF SOME DIFFERENCES

## OLD TEMPLATES

- In some jurisdictions, the contract renewed automatically with an annual increase, however only Client was permitted to terminate the evergreen contracts. NIQ had no method to exit contract
- The contract did not include terms and conditions for “Client Data” or other materials provided by Client
- The client contracting forms did not include prohibition on Client using NIQ data to compete with NIQ (note: the TPAs did and do)
- Different MSA used for manufacturer clients, financial services clients and Custom Services

## CURRENT (NEW) TEMPLATES

- New evergreen language provides that termination rights are mutual – either Client or NIQ can terminate
- COLA: insert the relevant index; do not leave it blank/open-ended (mandatory term)
- High Inflation- standard language created by Finance and Rev Office (mandatory term)
- Billing Details – to help resolve delays in invoicing (mandatory term)
- Trade sanctions: NIQ termination right (mandatory term)
- Approved T&Cs for MSA family and standalone agreements must be leveraged across markets = REPLACING OLD FORMS



# Self Service Sharepoint sites and posted templates – Informa

[Contract Creation Information for Sales \(sharepoint.com\)](#)

[Client Contracting \(sharepoint.com\)](#)



## LSA templates + MSA

[Forms available in most regions](#)

- *LSA – Int'l with RMS Access and may also include other relevant offerings for your region/market*
- *LSA – Int'l with all exhibits contains available contract language and exhibits for Int'l markets (for N.A. please work with Contract Management team)*
- *MSA- locked with open fields to enter NIQ and Client names/addresses at the top and governing law above the signature line.*

## LA (standalone + online T&Cs)

[Forms available in most regions](#)

- *LA – Int'l with RMS Access and may also include relevant offerings for your region/market*
- *LA – Int'l with all exhibits contains available contract language and exhibit for Int'l markets (for N.A. please work with Contract Management team)*
- *Link: to Online T&Cs from the body of the LA template; online T&Cs for LA are the same across all markets*

## Ad Hoc (standalone + MSA)

[Forms available in most regions](#)

- *Ad Hoc(standalone) use when a client does not have an MSA*
- *Ad Hoc (with MSA template)- use when a client has an MSA*
- *Link: to Online T&Cs from the body of the Ad Hoc Standalone template; Ad Hoc online T&Cs are the same across all markets*

# LSA and LA templates: Exhibits format: Steps to Follow



1

## Go to Services section (typically Section 2)

- The scope of services included in your contract will determine which Services Exhibits will be included.
- Determine which Services Exhibit to use.
- List the names of the applicable Exhibits in the Services section.

2

## Exhibits and Product Specs

- The posted LSA and LA templates are set up so that the details of the Services are inserted in Exhibits to the LSA or LA agreement.
- In Int'l markets templates, product specs information is included in the RMS Exhibit
- For other Exhibits, please include relevant information that applies; use MSD information and work with Deal Desk should you have questions

3

## Other notable Exhibits

- **Access to Services Exhibit** is used to insert the access/ delivery method of the Services. This Exhibit contains relevant provisions for Connect as well as T&Cs related to access by client to NIQ software and platforms,
- **Data Warehouse Exhibit** – this exhibit does not always apply but is available in the “all exhibits” template.” The DW Exhibit has been simplified and it is no longer required to fill-in any additional information. When used, the Exhibit can be attached “as is.”

4

## LA and LSA templates

No material differences on what's needed to do a deal

- **LA/LSA Int'l RMS Access** (*may also include relevant offerings for your region*): most commonly sold service in each region; allows for ease of use in contract drafting
- **LSA/LA Int'l with all Exhibits**: you can pull information from this template or delete information from this Exhibit to create a contract
- Consult with your local legal or contract management team with questions on process.

# Self-Service Process: Steps to Follow

1

## WHICH CONTRACT TO USE?

Determine which **contract type** to use. See Slides 6-8 of this presentation. For more details, go to [Guide to Contract Types](#)

2

## DOWNLOAD THE TEMPLATE

**Download** the current template from your region / market's contract library/sharepoint site.

**Ensure you have the latest global standard: never start with the previous contract**

3

## HOW TO FILL IN THE TEMPLATES?

Best practice is to have the relevant MSD opportunity open.

If completing an LSA, you must ensure that an MSA is in place and reference the correct LSA.

Instructions are on the contract library/sharepoint site for your market/region.

See also Slide 8

4

## NEGOTIATION AND APPROVALS

Any changes to the standard contract terms need to be reviewed & approved. See [Approval matrix](#) for direction on what requires approval and who to seek approval from



# Transition Scenarios and Requirements

## Scenario 1:

Send the NIQ agreements **based on the new templates** to the client

*Client agrees to sign the NIQ forms with no or a few minor changes.*

- *Required for new clients*
- *Required for standalone contracts*
- *MSAs: work with your local legal and contract management teams on a plan to convert existing clients to new MSAs*

## Scenario 2:

Existing client objects to entering into a new MSA **based on the new templates** and wants to continue to use the MSA that's in place

*If Client has an MSA in place and the agreement is coming up for renewal, please ensure that you use an LSA created after October 2022 that contains \*"mandatory terms."*

*If we are amending an LSA (i.e. an extension) or MSA that was created before October 2022, you will need to include the \*"mandatory terms" in the amendment.*

*Forms and instructions are on the contract library/SharePoint sites available by market/region. Consult with your local legal or contract management team with questions.*

## Scenario 3:

Client requires that NIQ use the Client template

*Push back to get the client to agree to the NIQ templates.*

*If you have exhausted your efforts, review the client template; then ensure that the Client template is sent to your local counsel*

*The Client template must include the "mandatory terms"*

*\*"Mandatory Terms" are set out on Slide 9.*



# More Best Practices



## ONLINE T&Cs, PDF vs WORD

Online T&Cs for the license, ad hoc, BASES and other agreements **should not** be sent to the Client; only send the agreement itself (w/commercial terms). If Client insists, a PDF can be downloaded directly from the site.

PDF version should be sent directly to the client when no redlining is needed or for final review/approval prior to sending for signature. Utilizing a PDF version can prevent the contract content being changed without our knowledge.

Word versions can be sent to the client only for review, but it is not recommended for simple and standard contracts. Sending a word version can inadvertently signal to clients that they can make changes, a/k/a redlines. After the reviewed version is received from the client, the agreement must be verified for changes. If any changes are identified, it will have to be approved as per the Approval Matrix. Requests by clients for legal/contract management reviews may be subject to monetary thresholds.



## APPROVAL MATRIX

Go to [Approval Matrix Sept 2022.xlsx \(sharepoint.com\)](#)

- Addresses issues such as: term & termination, affiliates, exchange/remix/flexibility, COLA, limitation of liability, cyber, etc.
- Lists approvers, depending on the issue:

Deal Desk	Legal
Info Sec	Privacy
Insurance (in coordination with Legal, as needed)	Tax (in coordination with Legal, as needed)
Finance	Customer Success
Operations	Data Science



## SIGNATURE GUIDELINES

**NIQ signature:** Only individuals authorized by NIQ to sign client contracts on NIQ’s behalf are permitted to sign. The [Authorized Signatory List for the Client Contracting Process.docx \(sharepoint.com\)](#) contains the names of authorized signers by country. As the Contract Simplification Initiative is rolled out in the various markets, the Authorized Signature List will be updated to reflect additional markets.

**Docusign** is accepted unless you are in a jurisdiction where it is not allowed. Consult your local counsel if you have questions. [Global Signature Guidelines for Client Contracting - September 2022.docx \(sharepoint.com\)](#)

Note: Docusign requests must go through your Contract Management or Legal teams. **Commercial teams are prohibited from having their own Docusign or other electronic sig**





# Helpful Links

[Legal - Home \(sharepoint.com\)](#)

[Global Pricing & Contracts - Home \(sharepoint.com\)](#)

[Contract Creation Information for Sales \(sharepoint.com\)](#)

[Ensuring Your Contract is Compliant with Strategic Programs \(sharepoint.com\)](#) (Includes: Approval Matrix)

[G13 & IV25 MSA reference file.xlsx \(sharepoint.com\)](#) – list of clients, NIQ legal entity, MSA Start Data, CLM Agreement (Links available to Pricing & Contracts and Legal teams only)

[Do you have a suggestion, go to: CONTRACT TEMPLATE GOVERNANCE](#) and complete the Temp





**THANK YOU**