



Execution Version

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Date:

**Framework Agreement
for the Provision of Services**

between

Transport for London

and

Wavemaker Limited

for Collaborative Media Planning and Buying

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THIS AGREEMENT is made the

BETWEEN:

- (1) **TRANSPORT FOR LONDON**, with offices at 5 Endeavour Square, London, E20 1JN ("**Contracting Authority**"); and
- (2) **WAVEMAKER LIMITED** a company registered in England and Wales (Company Registration Number 04078547) whose registered office is at Sea Containers 18 Upper Ground, London, SE1 9ET ("**Service Provider**").

RECITALS:

- A. The Contracting Authority and the Service Provider wish to enter into a framework agreement which will enable an Authority, from time to time, to enter into a Contract or a series of Contracts with the Service Provider for some or all of the Services of the type described in Schedule 3 or as further described in such Contract.
- B. The terms and conditions of this Agreement shall apply to the Services to be provided by the Service Provider under any Contract.
- C. This framework agreement can be utilised by any Authority.

THE PARTIES AGREE THAT:

In consideration of the payment by the Authority to the Service Provider of £5.00 (the receipt and sufficiency of which is acknowledged by the Service Provider) and the mutual promises and covenants set out in this Agreement, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

In the Agreement (including the Recitals):

- 1.1 unless the context indicates otherwise the following expressions shall have the following meanings:

"Advertising"

any advertising in whatever form produced by or for the Authority in respect of which the Service Provider is procuring Media Placements on the Authority's behalf in connection with the Services;

"Affiliates"

any company, partnership or other entity which at any time directly or indirectly controls, is controlled by or is under common control with either party including

	as a subsidiary, parent or holding company;
“Agreement”	this framework agreement, including the Schedules and all other documents referred to in this Agreement;
“Agreement Commencement Date”	the date for commencement of this Agreement specified in Schedule 1;
“Agreement Reference Number”	the reference number for this Agreement as set out in Schedule 1;
“Annual Media Commitments”	the media channel costs and quality delivery for the media channels, and where relevant the overall discount versus the ‘Ebiquity pool’ as agreed between the Contracting Authority and the Service Provider as set out in Annex 1 to Schedule 4 (as may be amended by agreement between the Contracting Authority and the Service Provider);
“Annual Retainer Fee”	means, where specified in a Contract, the fee payable to the Service Provider in a Financial Year in respect of the Services to be provided in relation to an Annual Scope of Work as agreed with the Authority;
“Annual Scope of Work”	means an indicative high-level description and programme of the proposed and anticipated projects, activities and campaigns which a relevant Authority intends to implement and activate in a Financial Year including a description of the scope of work and services to be provided by the Service Provider to support the delivery of such projects;
“ASBOF and BASBOF”	the costs applied to media space and airtime costs to fund the Advertising Standards Board of Finance and Broadcast Advertising Standards Board of Finance.
“Authorised Person”	directors or employees of the Authority authorised to approve the Service Provider's work and/or expenditure as set out in clause 8A.1 and Schedule 1 to this Agreement as amended from time to time;

“Authority”	the Contracting Authority, the Greater London Authority, any of the Functional Bodies and or any Authority Group member utilising this Agreement;
“Authority AVB”	a prorated share of the total AVBs to which the relevant Authority’s qualifying expenditure has contributed to in a given Year, which is calculated based on the proportion of expenditure of the relevant Authority’s total Media Placements placed via the Service Provider or Service Provider Group with each Media Owner compared as against the total combined expenditure by the Service Provider or Service Provider Group with the relevant Media Owners or other third party;
“Authority Group”	TfL in its own right and as holding company of all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time, the Greater London Authority and the Functional Bodies and reference to any “member of the Authority Group” shall refer to TfL, the Greater London Authority, London and Partners or any such subsidiary of a Functional Body;
“Authority Materials”	means any documents, copy, Intellectual Property Rights, artwork, logos and any software, code or other materials or information owned by or licensed to the Authority which are provided to the Service Provider by or on behalf of the Authority for the purposes of performing the Services or preparing and delivering the Deliverables, including any Advertising which has been prepared for the Authority by another agency (including the Creative Agency);
“Authority Premises”	any land or premises (including temporary buildings) owned or occupied by or on behalf of any member of the Authority Group (including for the avoidance of doubt the Authority);
“Authority’s Advertising Policy”	the Authority’s policy for advertising provided to the Service Provider as may be updated by the Authority from time to time;

“Brand Ambassador(s)”	means individuals (including, but not limited to bloggers, vloggers and other influencing individuals) who are engaged by or on behalf of the Authority to communicate to the public via various Social Media Sites regarding the Authority;
“Brief”	issued by the Authority to the Service Provider setting out Services which the Authority wishes for the Service Provider to provide to the Authority in accordance with a Contract, and which may include the indicative information set out in Schedule 5, and such brief shall form part of the Services;
“Business Day”	any day excluding Saturdays, Sundays or public or bank holidays in England between the hours of 9am and 5pm;
“Campaign Manager”	the person named as such in a Contract or such other person as notified to the Service Provider by the Authority;
“Cessation Plan”	a plan agreed between the Parties or determined by the Authority pursuant to Clauses 30.1 to 30.4 (inclusive) to give effect to a Declaration of Ineffectiveness or Clauses 30.5 to 30.9 (inclusive) to give effect to a Public Procurement Termination Event;
“Charges”	the charges or fees payable by the Authority in accordance with a Contract and Schedule 4, in consideration of the due performance of the Services, as specified in or calculated in accordance with this Agreement and a Contract which shall comprise (as appropriate) the Annual Retainer Fee, Commission, Net Media Costs and any other costs or expenses agreed in advance between the Parties in writing;
“Commission”	the commission payments made to the Service Provider by the Authority (where appropriate and specified in a Contract) for bookings made for any media excluding TfL

On-System and Contra Media or TfL negotiated value pots, save where the Service Provider is remunerated on a commission basis under a Call-Off Contract and such TfL On-System and Contra Media or TfL negotiated value pots make up a significant part of a Media Plan.

Commission payments will be calculated in accordance with Schedule 4 and paid in accordance with Clause 6 and Schedule 4 of this Agreement.

For the avoidance of doubt, TfL negotiated value pots are separate to any Service Provider negotiated value pots referred to as Realised Benefits in this Agreement;

“Confidential Information”

all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to the Authority or the Authority Group (whether commercial, financial, technical or otherwise) including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority or the Authority Group;

“Conflict of Interest”

means any situation, arrangement, understanding or agreement which jeopardises the Service Provider’s ability to promote and protect the Authority’s best interests in providing the Services, including the Authority’s marketing strategy and objectives and the provision of a media neutral Media Plan, but excludes compensation received from Media Owners (or other non-competitive clients) for the performance of arms-length services to Media Owners (or other non-competitive clients);

“Contact Report”

means a contact report issued by the Service Provider to the Authority by email or in such other format as the Authority may require;

“Content”

means any image, text, video, audio file, tweet, status update, or any other Materials

	which are distributed, shared or otherwise published on a Social Media Site;
“Contract” or “Call-Off Contract”	a contract between the Service Provider and the Authority, which is made pursuant to Clause 3, in the form at Schedule 7;
“Contract Information”	<p>(a) the Agreement and any Contract in their entirety (including from time to time agreed changes to the Agreement or to any Contract); and</p> <p>(b) data extracted from the invoices submitted pursuant to Clause 7 which shall consist of the Service Provider’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;</p>
“Contract Term”	the duration of a Contract which shall be as stated in Clause 4;
“Creative Agency”	the creative agency or in-house team as notified to the Service Provider by the Authority from time to time;
“Declaration of Ineffectiveness”	a declaration of ineffectiveness in relation to the Agreement or a Contract made by a Court of competent jurisdiction pursuant to Regulation 98 of the Public Contracts Regulations 2015 or Regulation 45J the Utilities Contracts Regulations 2006;
“Deliverables” or “Products”	means the final version of advertising, creative and other materials and deliverables created by or on behalf of the Service Provider under a Contract or Brief excluding Authority Materials;
“Disclosed Commissions”	those third-party payments retained by the Media Agency or a specialist agency as set out in Schedule 15 or otherwise approved in a Contract;
“Direct AVB”	means any AVBs that directly and exclusively relate to Media Placements purchased by the Authorities;

“Financial Year”

means the period commencing on 1 April in each calendar year during the Term and ending on 31 March in the following calendar year. The first Financial Year will commence on the Agreement Commencement Date and the final Financial Year will end on the date of expiry or earlier termination of this Agreement;

“Force Majeure Event”

any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Party relying on the Force Majeure Event (“**Affected Party**”) to perform its obligations in accordance with the terms of this Agreement but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;

“Functional Bodies”

the functional bodies of the Greater London Authority from time to time which include the London Legacy Development Corporation, Mayor’s Office for Policing and Crime, London Fire Commissioner and the Old Oak and Park Royal Development Corporation, together with London & Partners, each in their current and future form but expressly excludes the Metropolitan Police Service and Counter Terrorism Policing;

“Holding Company”

any company which from time to time directly or indirectly controls the Service Provider as set out by section 1159 of the Companies Act 2006;

“Insolvency Event”

any of the following:

- (a) the Service Provider and/or the Holding Company making any voluntary

arrangement with its creditors or becoming subject to an administration order;

- (b) a receiver, administrative receiver, manager, or administrator being appointed over all or part of the business of either or both of the Service Provider or the Holding Company;
- (c) being a company, either or both of the Service Provider or the Holding Company having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency);
- (d) either or both the Service Provider or the Holding Company ceasing or threatening to cease to carry on its business for any reason or being unable to pay its debts within the meaning of the Insolvency Act 1986;
- (e) being an individual or firm, the Service Provider becoming bankrupt or dying; or
- (f) any similar event to those in (a) to (e) above occurring in relation to either or both of the Service Provider or the Holding Company under the law of any applicable jurisdiction for those purposes;

“Intellectual Property Rights”

any patent, know-how, trade mark or name, service mark, design right, copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar

effect in each case in the United Kingdom and anywhere else in the world;

“Inventory Media”

products and related services designated as ‘Inventory Media’ or ‘Proprietary Media’, and includes the following: (a) media acquired by the Service Provider Group at its own cost and/or risk without purchase authorisation from a specific client, including media acquired under Service Provider Group and/or their partners’ license agreements for programming to programme licensors; (b) products and related services provided by Service Provider Group where the products/services are offered bundled together with media - including all products/services offered by Xaxis (and its specialist companies, such as Light Reaction, Triad Retail Media and plista), Finecast and Quisma; and (c) additional products and related services that may be developed by Service Provider Group and presented to the Authority by the Service Provider from time to time;

“Joint Strategic Response”

an integrated through the line strategy covering both Creative Agency and Media Agency recommendations in accordance with this Agreement and which presents the strategy and media channels the Service Provider intends to use to provide the Services;

“Key Personnel”

the Service Provider’s key personnel that deliver the Services named as such in Schedule 1 or any relevant Contract;

“Losses”

all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct loss damages, claims, demands, proceedings and judgments;

“Management Information”

The management information specified in Clause 9C of this Agreement;

“Media Agency”

the Service Provider;

“Media Auditor”	(A) in respect of a Performance Audit, a reputable independent media consultant chosen by the Authority in its absolute discretion to independently evaluate the media that is planned and bought on the Authority’s behalf by the Service Provider; or
	(B) in respect of a Financial Audit either: <ul style="list-style-type: none"> <li data-bbox="750 537 1370 649">(i) a certified or regulated public accounting firm chosen by the Authority in its absolute discretion; or <li data-bbox="750 672 1370 806">(ii) a reputable independent media consultant, mutually agreed by the Parties, both of which possess industry and audit experience and knowledge
“Media Audit Data List”	the list of data at Appendix 1 of Schedule 3;
“Media Placement”	the advertising, sponsorship or promotional space and/or time in a publication, broadcast stream, press insert, transmission, VOD, website or any other on or off-line platform which is purchased from third parties by the Service Provider or Service Provider Group for and on behalf of the Authority;
“Media Owner”	any third party with whom the Service Provider or Service Provider Group contracts or places an order either directly or indirectly for the purchase of Media Placements, including any member of the Media Owner Group;
“Media Owner Group”	any Media Owner and any holding company of the Media Owner (and any holding companies or subsidiary companies of such holding company) and any subsidiary company of the Media Owner (together with any holding companies or subsidiary companies of such subsidiary) where “holding company” and “subsidiary company” shall have the meaning given in s1159 Companies Act 2006);

	any affiliated or associated companies of the Media Owner including any companies with which the Media Owner has a joint venture;
	any trading arm used by the Media Owner;
	any sub-contractor or agent of the Media Owner or any other entity providing services directly or indirectly to the Media Owner;
“Media Plan”	a detailed channel plan itemising offline and online channels, formats, target audience(s), coverage and reach, media booking and copy supply deadlines, costs, appearance dates and any other associated costs;
“Milestone”	an event which is the completion of one or more of the specified activities as may be set out in the Project Plan;
“Net Media Cost”	the value of media bookings noted on the approved Media Plan by the Media Agency, net VAT and/or similar sales taxes and after the deduction of standard agency commission;
“Parties”	the Authority and the Service Provider (including their successors and permitted assignees) to any Contract and “Party” shall mean either of them as the case may be;
“Performance Rebate”	means the rebate described in paragraph 1.2.6 of Schedule 3 Appendix 2;
“Principal Transactions”	means arrangements with Media Owners and third parties entered into by Service Provider or Service Provider Group trading as principal including: (1) the provision of services by Service Provider or Service Provider Group to Media Owners (or relevant third parties) on an arm’s length basis; (2) arrangements in respect of Inventory Media; and (3) Realised Benefits;

“Procurement Manager”	the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;
“Programmatic Media”	means Media Placements purchased in an automated buying platforms (including networks, exchanges, trading desks, and demand-side platforms (DSPs)) and/or transacted via a programmatic trading desk and/or an agency trading desk;
“Project Plan”	the plan (if any) for project delivery, as developed and agreed by the Parties in relation to the performance and timing of the Services relating to a Brief which may include Milestones;
“Property”	documents, materials, drawings and any other work entrusted to the Service Provider by the Authority;
“Public Procurement Termination Event”	if a court determines that one or more of the circumstances described in regulation 73(1) of the Public Contracts Regulations 2015 or any equivalent provisions in regulations implementing the EU Utilities Directive 2014/25 has occurred;
“Realised Benefits”	free or otherwise discounted media, benefits or value received by the Service Provider or Service Provider Group from Media Owners and arising as a consequence of advance commitments to purchase certain specified volumes or market share of media, which at the time it is committed, is not client specific and where Service Provider or Service Provider Group is ‘at risk’ should such volume or market share promise not be met;
“Rebate”	all Direct AVBs and Authority AVBs;
“Quarterly Period”	each three month period in each Financial Year;
“Required Date”	the date or dates on or by which each Milestone is required to be completed as set out in the joint Project Plan or, in the absence of any Milestones, the date or dates on or by which the Services are

	required to be provided as set out in the Project Plan;
“Restricted Countries”	any country outside the European Economic Area;
“Right”	any copyright extended or revived copyright, design right, registered design, patent, performance property right, trade mark, database right or any similar right exercisable in any part of the world, including any application for registration of any patent, trade mark, registered design or any registerable rights in any part of the world;
“Service Level Agreement”	where the Authority is TfL, the service level agreement at Appendix 2 to Schedule 3 or such other service level agreement agreed between TfL and the Service Provider in accordance with Clause 5.15; or
“Services Provided at a Premium”	<p>where the Authority is not TfL the service level agreement agreed between the Parties in accordance with Clause 5.15(a);</p> <p>(a) any goods or services provided by the Service Provider or Service Provider Group to Media Owners which are above the true market value for such goods or services; or</p> <p>(b) any goods or services provided by Media Owners to the Service Provider or Service Provider Group which are below the true market value for such goods or services,</p> <p>the Service Provider acknowledges that the Authority wishes to capture the theoretical concept of Services Provided at a Premium (in the definition of AVB) but Service Provider does not enter into such arrangements;</p>
“Service Provider Volume Bonification” or “AVB”	Service Provider volume bonification or AVB (the Service Provider’s receipt of a volume discount or reward from media buys) and means any and all third party payments; discounted media space; volume, or other discounts; commissions;

rewards, refunds or bonuses; bonus inventory, free or discounted media, sponsorship or promotional space; Services Provided at a Premium (if any); service fees arising under service level agreements where no services are actually provided or any other source of financial or other benefit received from third parties, (including Media Owners and technology providers) by the Service Provider or Service Provider Group which are either directly or indirectly related to:

- (a) Authority's Media Placements; and/or
- (b) the aggregate traded volume across all clients of Service Provider or Service Provider Group with the relevant third party and/or Media Owner;

in each case as calculated on spend and awarded by the Media Owner or relevant third party at the end of a deal period taking into account achieved spend. For the avoidance of doubt, AVBs shall not include: (a) Disclosed Commissions; and (b) any benefits resulting from Principal Transactions;

“Service Provider Group”

(a) the Service Provider and any holding company of the Service Provider (and any holding companies or subsidiary companies of such holding company) and any subsidiary company of the Service Provider (together with any holding companies or subsidiary companies of such subsidiary) where “holding company” and “subsidiary company” shall have the meaning given in s1159 Companies Act 2006); and (b) any Affiliate of the Service Provider;

“Service Provider’s Manager”

the person who is identified as the Service Provider’s Manager in the Contract for the relevant Services;

“Service Provider’s Personnel”

all such personnel, including (without limitation) employees, officers, sub-contractors and agents of the Service Provider as are engaged in the performance of any of the Services and

including the Key Personnel. For the avoidance of doubt, sub-contractors as used in this Agreement excludes Media Owners, vendors and suppliers to the Service Provider of ancillary goods or services (e.g. technology suppliers);

“Services”

- (a) all or any part of the services to be provided to, or activities to be undertaken and completed for, the Authority by the Service Provider as set out in this Agreement or a Contract, including (without limitation) the services set out in Schedule 3 and the Service Level Agreement and any variations to such services and/or activities pursuant to Clause 33; and
- (b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from this Agreement or a Contract;

“Social Media Services”

means the services to be provided by the Service Provider in respect of social media which are itemised in an Annual Scope of Work, Contract, Brief or Strategic Response or Joint Strategic Response e.g. social media community management services which may include moderating Authority’s Social Media Site(s)), engagement with Influencers, or media activation in paid social environments;

“Social Media Site”

means any social media websites in respect of which the Service Provider has agreed to provide such Social Media Services in an Annual Scope of Work, Contract, Brief or Strategic Response or Joint Strategic Response or otherwise agreed in writing;

“Specification”

the specification for the Services set out in Schedule 3, the Service Level Agreement and the Brief;

“Strategic Response”

the Service Provider’s full response to a Brief which is prepared in accordance with

	this Agreement and which presents the strategy and media channels the Service Provider intends to use to provide the Services;
“Term”	the period during which this Agreement continues in force as set out in Schedule 1, and as may be extended in accordance with clause 4.2;
“TfL”	Transport for London, a statutory corporation established under the Greater London Authority Act 1999;
“TfL On-System and Contra Media”	advertising space and sites generated through TfL’s own transactions including on-system, contra media as well as free or filler media or value pots which are available for TfL’s use;
“TfL’s Advertising Policy”	the policy applicable to those who advertise or provide marketing communications on or in relation to the Authority’s transport network as amended and updated from time to time;
“TfL’s Media Planning and Clash Management Rules”	the rules on the number of advertising placements and other marketing communications per day/per week per media channel issued by TfL from time to time;
TfL’s Capping and Frequency Management Rules	the rules governing the frequency any messaging may appear within a specific channel issued by TfL from time to time;
“Transparency Commitment”	means the Authority’s commitment to publish its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and the Authority’s own published transparency commitments;
“Unbilled Media”	means amounts in respect of Media Placements for which the Authority has paid the Service Provider or Service Provider Group in full or in part but where the Media Owner has not invoiced the Service Provider or Service Provider Group for the Media Placement within 12

months after the end of the year in which the Media Placement was aired or run;

“VAT”

means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature;

“Written Approval”

means approval given by the Authority in accordance with clause 8A; and

“Year”

means a continuous twelve-month period starting on the Agreement Commencement Date and each anniversary thereof.

- 1.2 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;
- 1.3 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of this Agreement;
- 1.4 a reference to any document other than as specified in Clause 1.3 and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of this Agreement;
- 1.5 headings are included in the Agreement for ease of reference only and do not affect the interpretation or construction of the Agreement;
- 1.6 references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Agreement and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;
- 1.7 in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where:
 - 1.7.1 the conflicting part of the Schedule is explicitly expressed to take precedence; or
 - 1.7.2 the conflict is with a provision in Schedule 2 (Special Conditions of Agreement), in which case the provisions in Schedule 2 shall prevail; or
 - 1.7.3 the conflict is with a provision in Attachment 3 (Special Conditions of Call-Off), in which case the provisions in Attachment 3 shall prevail;

- 1.8 except as otherwise expressly provided in any Contract, and subject to Clause 1.7, if there is any inconsistency between any of these Clauses, the Schedules, any Contract or any other document referred to in or incorporated into this Agreement or any Contract, the order of priority for the purposes of construction is:
- 1.8.1 each Contract;
 - 1.8.2 these Clauses;
 - 1.8.3 the Schedules;
 - 1.8.4 any other document referred to in or incorporated by reference into this Agreement or any Contract;
- 1.9 the Schedules form part of the Agreement and will have the same force and effect as if expressly set out in the body of the Agreement;
- 1.10 the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and
- 1.11 the words “including”, “includes” and “included” will be construed without limitation unless inconsistent with the context.

2. FRAMEWORK AGREEMENT

- 2.1 The purpose of this Agreement is to:
- 2.1.1 provide a mechanism whereby each of the Authorities and the Service Provider may enter into specific contracts for Services which have been defined as Contracts;
 - 2.1.2 provide the framework to administer each Contract; and
 - 2.1.3 set out the obligations of each of the Authorities and the Service Provider.
- 2.2 The Services that may be requested by the Authority and provided by the Service Provider are of the type described in Schedule 3 and the Service Level Agreement or as more particularly described in each Contract. The Authority’s requirements may vary, and this Agreement shall not place the Authority under any obligation to procure the Services from the Service Provider at a particular time or at all.
- 2.3 Clause 3 sets out the procedure by which each of the Authorities and the Service Provider may enter into a Contract. Each Contract shall be a binding agreement on the Parties to the Contract and shall incorporate the terms and conditions of this Agreement.
- 2.4 Where a Contract is entered into between the Service Provider and:

- 2.4.1 the Contracting Authority, the special conditions applicable to the Contracting Authority set out in Schedule 2 Part B shall apply to this Agreement for the purposes of that Contract;
 - 2.4.2 one of the Authorities named in Schedule 2 Part B, the special conditions applicable to that Authority will apply to this Agreement for the purposes of that Contract; and
 - 2.4.3 any Authority, the special conditions in Schedule 2 Part A will apply to this Agreement for the purposes of that Contract.
- 2.5 The Service Provider shall commence provision of the relevant Services in accordance with the Contract. The Service Provider must not commence any Services without an agreed Contract
- 2.6 All Charges in respect of a Contract shall be based on and shall not exceed the rates set out in Schedule 4 unless otherwise agreed in a Contract or approved in advance in writing by the Authority.

Co-operation

- 2.7 Without prejudice to the Service Provider's obligations under Clauses 5.4 and 5.5, the Service Provider shall liaise and co-operate fully and promptly with other service providers appointed by the Authority to provide strategic thinking and creative development services in relation to all activities relating to the subject matter of this Agreement and shall co-ordinate any points of integration, interoperability, interface or dependency between the Service Provider and such other service providers in the provision of the Services.

3. CALL-OFF PROCEDURE

- 3.1 At any time during the duration of this Agreement, the Authority may identify Services which at its sole discretion it wishes to let under the terms of this Agreement. A Contract may be formed in accordance with the process in clause 3.2
- 3.2 The Authority will forward to the Service Provider two copies of the Call-Off Contract as set out in Schedule 7 in accordance with the terms of this Agreement. The Service Provider shall, provided the terms of the Call-off Contract are agreeable (acting reasonably), sign both copies and return the same to the Authority within 10 Business Days of receipt. The Procurement Manager will arrange for both copies of the Contracts to be signed by the Authority and will send a completed signed Contract to the Service Provider.
- 3.3 Each Contract shall be a binding agreement on the Parties and shall incorporate the terms and conditions of this Agreement, as may have been amended in such Contract and such documentation shall together form a separate agreement between the Parties.
- 3.4 Neither Party is obliged to approve or sign any Call-Off Contract.

- 3.5 The Service Provider shall provide a joint Project Plan (with the Creative Agency (where applicable) as a timetable for any Services to be provided by the Service Provider pursuant to a Contract. The Service Provider shall provide the Services in respect of a Contract in accordance with Milestones (if any) and the Project Plan (if any) as agreed with the Authority from time to time. The Service Provider shall be liable for the ongoing costs of providing Services in order to meet a Milestone.

3A. BRIEF PROCEDURE

- 3A.1 Following the formation of a Contract in accordance with Clause 3 the Authority will issue to the Service Provider a Brief specifying the Services to be provided, in which event;
- 3A.1.1 the Service Provider shall confirm receipt of a Brief within one (1) Business Day of receipt using a Contact Report containing the information required by Schedule 6.
- 3A.1.2 the Service Provider shall provide a response to the Brief in the form of either a Strategic Response or Joint Strategic Response with the Creative Agency (whichever is applicable). The Service Provider shall so respond to the Authority by the date specified in the Brief or, if no such date is specified, within 10 Business Days of receiving the Brief.
- 3A.2 After receipt of a Strategic Response or Joint Strategic Response, the Authority may notify the Service Provider that its Strategic Response or Joint Strategic Response is accepted following which the Service Provider shall issue a Contact Report within one (1) Business Day confirming the content of such Strategic Response and the Strategic Response shall form part of the Contract and the Service Provider shall provide the relevant Services in accordance with such Contract.
- 3A.3 The Authority is not obliged to approve or agree any Strategic Response or Joint Strategic Response.

4. TERM OF AGREEMENT AND CONTRACTS

- 4.1 This Agreement commences on the Agreement Commencement Date and (subject to clause 4.2) continues in force for the Term unless terminated earlier, either in whole or in part, in accordance with this Agreement.
- 4.2 At the Contracting Authority's sole discretion, the Term may be extended by two (2) Years in one (1) year increments by the Authority giving notice to the Service Provider not less than ninety (90) days before the expiry of this Agreement.
- 4.3 Each Contract Term shall commence on the date specified within the Brief or Call-Off Contract. Each Contract Term shall continue until the Authority agrees that the Services required by such Brief are complete unless a shorter period is stated in the Brief or unless such Brief is terminated by the Authority in accordance with this Agreement. Unless stated otherwise in a Contract, the Contract Term and the Services provided pursuant to a Contract may extend

beyond the termination or expiry of this Agreement, in which case the provisions of this Agreement shall survive such expiry or termination to the extent that such provisions are relevant to any such Contract.

- 4.4 A Contract may expire or be terminated in accordance with its terms or Clause 28 but such expiry or termination shall not, in and of itself, give rise to an expiry or termination of any other Contract or this Agreement.

5. THE SERVICES

5.1 The Service Provider:

- 5.1.1 shall provide the Services specified in a Contract to the Authority in accordance with this Agreement and the terms of the relevant Contract;
 - 5.1.2 undertakes to procure compliance with the terms of this Agreement by all members of the Service Provider Group providing Services under this Agreement as if such members of the Service Provider Group were also parties to this Agreement and shall be liable for any acts or omissions of such members of the Service Provider Group which result in a breach of this Agreement as if such member of the Service Provider Group had been a party to this Agreement;
 - 5.1.3 acknowledges that it has sufficient information about the Authority and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with the requirements of this Agreement and any relevant Contract;
 - 5.1.4 shall neither be entitled to any additional payment nor excused from any obligation or liability under the Agreement or the terms of the Contract due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Specification or otherwise to the Agreement or relevant Contract;
 - 5.1.5 shall promptly bring to the attention of the Campaign Manager any matter that is not adequately specified or defined in the Contract or any other relevant document;
 - 5.1.6 shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services under a Contract; and
 - 5.1.7 shall make media bookings in accordance with the Media Plan agreed with the Authority (including without limitation in relation to timescales agreed in the relevant Media Plan).
- 5.2 Notwithstanding anything to the contrary in this Agreement, the Authority's discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of this Agreement or relevant Contract.
- 5.3 The Service Provider shall provide the Services in response to each Contract

- 5.3.1 with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced service providers providing services of a similar scope, type and complexity to the Services and with sufficient resources including project management resources;
 - 5.3.2 in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification;
 - 5.3.3 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner; and
 - 5.3.4 so that they are properly managed and monitored and shall immediately inform the Authority if any aspect of the Contract is not being or is unable to be performed.
- 5.4 The Service Provider will co-operate fully with the Authority, the Authority's employees, agents and representatives and, where requested by the Authority, other service providers notified to the Service Provider. The Service Provider is aware of the purposes for which the Advertising is required and it acknowledges that the Authority is reliant upon the Service Provider's expertise and knowledge in the provision of the Services.
- 5.5 The Service Provider shall liaise, co-operate and provide key information at the requested times with Media Auditors as the Authority may reasonably require.
- 5.6 The Service Provider shall in the placement of Advertising have regard to TfL's Advertising Policy or any other Authority's advertising policies (as applicable to each Contract), and other media planning principles and guidelines such as but not limited to TFL's Media Planning and Clash Management Rules and TFL's Capping and Frequency Management Rules and shall ensure that any placement of Advertising or communication materials online or in any other media channel is not done in such a way that could reasonably be expected to bring the Authority into disrepute.
- 5.7 During the Term the Service Provider will not without the Contracting Authority's written agreement act in connection with the advertising of a product or service which is a direct competitor of any Authority (such agreement not to be unreasonably withheld).
- 5.8 In the delivery of the media campaigns pursuant to a Media Plan, Service Provider may elect to use Inventory Media and with respect to such election the terms set out in Schedule 16 shall apply.
- 5.9 Required Services: Digital Media Services- Content Verification and Brand Safety**
- 5.9.1 The Authority will agree with the Service Provider in writing which brand safety and content verification tools ("**CV Tools**") will be used in relation

to the Authority's Media Placements to enable the Authority to monitor and block websites and mobile applications content. Unless otherwise agreed by Authority in writing, the selected CV Tools must have been certified by the Audit Bureau of Communications ("**ABC**") and any successor body. The Service Provider will actively enforce the Exclusion List Content using the CV Tools. The Service Provider will actively monitor, recommend and manage new Exclusion List Content categories to assist with brand safety for the Authority in accordance with IAB UK guidelines (<https://www.iabuk.com>). The Service Provider shall disclose to the Authority relevant commercial terms of the partnership agreements it has entered into, together with the measurement criteria relating to the CV Tools on request. The parties will review the choice of CV Tools and their efficacy on an annual basis. The cost of using such CV Tools will be borne by the Authority at cost with no Service Provider mark up.

- 5.9.2 The Service Provider will provide the Authority with a list of websites and mobile applications that appear on its brand safe list so that the Authority can create, if it wishes, its own list of approved websites and mobile applications ("**Authority Inclusion List**"). The Authority shall give the Service Provider written notification of any Authority Inclusion List. Upon receipt of such Authority Inclusion List and the Authority's written instruction, the Service Provider will only purchase Media Placements on websites and mobile applications if they appear on the Authority Inclusion List. The Authority shall have the right to amend the Authority Inclusion List on one Business Days' written notice to the Service Provider.
- 5.9.3 The Service Provider shall implement an agreed Exclusion List designed to avoid Media Placements being placed on websites and mobile applications that it should reasonably be aware contain or link to the following categories of content where listed within the CV Tool settings ("**Exclusion List Content**"):
- (a) obscene, indecent or pornographic content (including child pornography);
 - (b) content that is hateful, threatening, harassing or abusive;
 - (c) violent content;
 - (d) content liable to incite racial hatred or other forms of unlawful discrimination;
 - (e) content liable to incite acts of terrorism;
 - (f) content containing excessive profanity;
 - (g) content relating to illegal drugs or drug paraphernalia;
 - (h) content relating to the sale of firearms, ammunition or other weapons;
 - (i) content that is defamatory or trade libellous;
 - (j) content relating to the sale or promotion of counterfeit goods;
 - (k) content that infringes any third party's Intellectual Property Rights, other proprietary rights or rights of publicity or privacy;

- (l) content that contains viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, surreptitiously intercept, detrimentally interfere with or expropriate any system, data or personal data;
- (m) content that is otherwise harmful, unlawful or illegal;
- (n) gambling-related content;
- (o) tobacco-related content;
- (p) content that is harmful to minors in any way or otherwise unsuitable for them to view;
- (q) Covid-19 conspiracy theory

and shall agree with the Authority the use of CV Tools that have been (unless otherwise approved by the Authority) certified by ABC and in accordance with IAB UK guidelines (<https://www.iabuk.com>) to verify that the websites or mobile applications where the Authority's Media Placements are placed do not contain any Exclusion List Content. Where the Authority approves the use of pre-bid CV Tools, the Authority shall not pay for ad impressions, clicks or post-campaign conversions delivered on inventory that contains any Exclusion List Content at the time of delivery as delivery as identified by such CV Tool and subject to the agreed settings and capabilities of such CV Tool and the relevant Media Owner terms and conditions. If, after delivery, the inventory is discovered to appear outside the Authority Inclusion List or contain or link to any Exclusion List Content the Service Provider will use reasonable efforts to obtain reimbursement from the relevant Media Owners the cost of such Media Placements and will pass the Authority's proportionate share of such reimbursed costs back to the Authority within thirty (30) days of receipt by the Service Provider.

5.9.4 In the event that the Service Provider discovers or is notified that advertising has appeared on a website or mobile application that contains or links to Exclusion List Content it shall use its best endeavours to request the removal of the advertising from the relevant website or applicable as soon as possible and in any event within twenty-four (24) hours of discovery or notification or within the relevant Media Owner's takedown policy whichever is longer. In addition, subject to the relevant Media Owner or online platforms terms and conditions, the Authority shall be entitled to require the immediate removal, suspension or cancellation of an entire campaign on that publisher's, Media Owner or online platform without penalty. Notwithstanding the foregoing, the parties acknowledge news reporting editorial about content considered to be Exclusion List Content ("**Editorial Content**") may feature on Authority Inclusion List websites and mobile applications and that the Service Provider shall not be in breach of this clause or any other clause in this Framework if advertising is placed in Media Placements on Authority Inclusion List websites or mobile applications featuring such Editorial Content.

5.9.5 The Authority and its Media Auditor, must be provided with appropriate read-only access to reports from the CV Tools on a weekly basis regarding

the Authority's Media Placements including data on the websites and mobile applications blocked, any infringement of the Exclusion List Content using the CV Tools and any other applicable engagement metrics agreed between the parties in relation to each Media Placement. Where available, the reports shall also include details of any brand safety issues and ad collision in relation to each Media Placement. In accordance with the relevant CV Tool provider's terms and subject to the agreed access terms, the Authority and its representatives including its Media Auditors, will be provided with appropriate read-only access to the CV Tools in relation to the Authority's Media Placements.

5.9.6 The Service Provider shall, in conjunction with the Authority, conduct quarterly reviews and updates of the Exclusion List Content and Authority Inclusion List for Media Placements. The Authority shall be entitled to request specific websites and mobile applications to be removed/blocked from the Authority's Inclusion List (provided such notice is given in accordance with clause 5.9.2) and the Authority must be made aware of and approve the use of any ad network(s) or ad exchanges before any insertion orders (IOs) are signed off by the Service Provider. The Service Provider shall share results from quarterly reviews with the Authority with appropriate recommendations and actions to update Exclusion List Content categories and/or Authority Inclusion List.

5.9.7 The Service Provider is aware of the IAB's Standard in relation to digital trading (<https://www.iabuk.com>) and will comply with those principles, including minimising (and procuring that its proprietary trading desks or request third-party entities minimise) the risk of ad misplacement, when supplying the Services unless otherwise agreed with the Authority. The Service Provider and its proprietary trading desks or unless otherwise agreed third-party entities will select Media Owners, publishers, online platforms and programmatic ad tech Service Providers that are signatories to the IAB's standards.

5.9.8 The Service Provider shall not place media on websites that appear on the Police Intellectual Property Crime "nit ("PIPCU") Infringing Website List.

5.10 Required Services: Digital Media Services - Ad Fraud and Invalid Traffic

5.10.1 The Service provider shall adopt policies and strategies to identify fraudulent activities on all Media Placements and mitigate its impact through implementing ad fraud tool(s), in each case approved by the Authority in writing, to assist with detecting and preventing such fraudulent activities.

5.10.2 The Authority will agree with the Service Provider which ad fraud tool(s) will be used in relation to the Authority's Media Placements. The parties will review the choice of ad fraud tool(s) and its efficacy on an annual basis or earlier if required. The cost of using such ad fraud tool(s) shall be borne by the Authority

- 5.10.3 The Service Provider is aware of the IAB's standards to reduce ad fraud (<https://www.iabuk.com>) and will comply with those standards, including minimising (and procuring that its proprietary trading desks minimise) the risk of ad fraud, when supplying the Services unless otherwise agreed with the Authority. Unless otherwise agreed with the Authority, the Service Provider and its proprietary trading desks will select Media Owners, publishers, online platforms and programmatic ad tech Service Providers that are signatories to the industry standards or certifications for the avoidance and minimisation of ad fraud.
- 5.10.4 Where pre-bid ad fraud tool(s) is/are employed, the Authority shall only pay for ad impressions, clicks or post-campaign conversions verified by the ad fraud tool(s) as being natural human traffic (as identified by such ad-fraud tool and subject to the agreed settings and capabilities of such ad-fraud tool and the relevant Media Owner terms and conditions) and, to enable the Authority to verify compliance, the Service Provider shall (subject to agreed terms of access) provide the Authority with access to monthly campaign level ad fraud reports and read-only access, if required, to the Authority's account on the ad fraud detection platform. If, after delivery, it is discovered that the cost of the Media Placement were attributable to fraudulent ad traffic, the Service Provider will use reasonable efforts to obtain reimbursement from Media Owners for such Media Placements and will pass such reimbursed costs back to the Authority within thirty (30) days of receipt by the Service Provider.
- 5.10.5 The Service Provider is aware of the IAB Tech Lab Digital Advertising Sellers (Ads.txt) initiative (<https://iabtechlab.com/ads-txt/>), and unless otherwise agreed with the Authority will only purchase inventory from resellers of inventory that have been identified as legitimate sources via Ads.txt.

5.11 Required Services: Digital Media Services - Ad Viewability

- 5.11.1 The Service Provider shall recommend the most effective and relevant viewability threshold for the Authority's Media Placements for the Authority's written approval and shall implement appropriate technology to measure and report against such agreed metrics. In the absence of an agreed viewability metric with Service Provider, default MRC/IAB viewability recommendations (<https://www.iab.com/guidelines/mrc-viewable-impression-guidelines>) will apply.
- 5.11.2 The Authority will agree with the Service Provider which ad viewability tool(s) will be used in relation to the Authority's Media Placements. Unless otherwise agreed with the Authority, the selected ad viewability tool(s) should have been certified by the ABC and meet industry standards as set by the IAB (<https://www.iabuk.com>). The parties will review the choice of ad viewability tool(s) and its efficacy on an annual basis. The cost of using such ad viewability tool(s) shall be borne by the Authority.

- 5.11.3 Where the Authority approves the use of ad viewability tools, the Authority shall only pay for ads that have been declared as Viewable Impressions as identified by such ad viewability tools and subject to the agreed settings and capabilities of such ad viewability tools and the relevant Media Owner terms and conditions. In order to enable the Authority to verify this, the Service Provider shall provide the Authority (subject to agreed terms of access) with access to monthly campaign level viewability reports and read-only access to the Authority's account on the viewability platform, if required. If, after delivery, it is discovered that the Media Placements were below the viewability thresholds agreed, the Service Provider will use reasonable efforts to obtain reimbursement from Media Owners of the costs for such Media Placements and will pass an agreed proportionate share of such reimbursed costs back to the Authority within thirty (30) days of receipt by the Service Provider.

5.12 Required Services: Digital Media Services -Programmatic Trading (fully disclosed programmatic trading model)

Programmatic Media: The Service Provider and its Affiliates offer buying programmatically via two options:

- (i) Xaxis: Authority understands that this is GroupM's "non-disclosed" model and that in order to maximise value, all fees are inclusive of budgets provided/allocated, with no breakout reported between data, resource services and/or technology; and
- (ii) Programmatic Buying Unit (PBU): Authority understands that this is GroupM's "disclosed" model and a breakout of fees (data, resource services, technology) is available.

Clause 5.12.1 below applies to option (ii) only.

- 5.12.1 In relation to disclosed programmatic trading, Programmatic Media procured by the Service Provider, the Service Provider shall:

- (a) agree with the Authority all managed services fees and costs associated with delivering Media Placements programmatically (including all platform, technology, media and data fees) ;
- (b) outline, log and report to the Authority in relation to the FTEs, where relevant to the Fee calculation, working across the programmatic trading of the Authority;
- (c) disclose to the Authority any additional Service Provider fees from managing the Authority's Programmatic Media;
- (d) disclose to the Authority all rebates (in accordance with clause 18.7) and the relevant commercial terms of any preferred vendor arrangements, including areas such as discounted tech platform fees, shared platform managed services staffing support, rebates tied to spend tiers, etc;
- (e) disclose to the Authority the relevant commercial terms of its programmatic preferred media or data deals;

- (f) grant the Authority appropriate read-only access to all media-buying platforms, including access to reports subject to agreed terms of access and in accordance with the relevant tool provider's terms;
- (g) comply strictly with the Authority's agreed programmatic optimisation and trading controls provided to the Service Provider in writing including tolerance of bid prices, floor prices, buying strategy on Open Marketplace (OMP) and Private Market Place (PMP) deals, strategy budgets and campaign budgets including all standard campaign management controls in order to avoid unwarranted trading;
- (h) in the absence of the Authority's programmatic optimisation and trading controls, outline the Service Provider's optimisation and trading controls to the Authority and receive written approvals and acknowledgement from the Authority prior to any trading activity commencing.

5.13 Required Services: Digital Media Services -Data

5.13.1 Where access to the Authority's own data management platform ("**DMP**") is granted (directly to the Service Provider), the privacy and data protection provisions set out in section A1 of Schedule 3 to the relevant Call-Off Contract (if any) will apply in respect of the Authority's DMP data held by the Service Provider together with any other appropriate cyber security arrangements reasonably required by the Authority and agreed in writing with the Service Provider in advance.

5.13.2 Where access to the Authority's social media platforms is granted, the Service Provider shall:

- (a) use reasonable endeavours to ensure that it understands the terms and conditions of Social Media Sites upon which Social Media Services are provided. The Media Agency shall inform the Authority of any material risk of which it becomes aware, that any of the Deliverables as part of the Social Media Services provided may not comply with the incumbent Terms and Conditions of Social Media Sites to which it relates.
- (b) ensures that it changes administrative passwords for Social Media Sites, and keeps such passwords safe and secure from any unauthorised access. The Service Provider shall ensure that any individual who leaves the Media Agency or who no longer is involved in the provision of the Social Media Services does not have administrative access rights to the Social Media Sites. The Service Provider agrees that it will keep the Authority informed of any changes to the administrative passwords for the Social Media Sites.

5.13.3 The Media Agency will use reasonable endeavours to enter into written terms approved in advance by the Authority in the event the Service Provider is required to identify and/or appoint Brand Ambassadors as part of the provision of the Social Media Services. Such terms are required to be entered into with such Brand Ambassadors (or their agents as required) and contain obligations that said Brand Ambassadors will:

- (a) not, without the prior written approval of the Authority, post any Content on Social Media Sites;
- (b) ensure that all Content posted on Social Media Sites is lawful, complies with Advertising Regulations and does not infringe any third party rights;
- (c) not feature or refer to third party individuals without the prior consent of such individuals;
- (d) engage in activity for or on behalf of the Authority solely in a transparent manner which is evident to users that the Brand Ambassador has a commercial relationship with the Authority;
- (e) not make any statements or otherwise post Content which is reasonably likely to be seen to be derogatory of the Authority or their products, services or brands, or which is likely to offend or shock; and
- (f) use reasonable efforts to ensure that it will not have any photograph, film or other form of recording taken showing the Brand Ambassador using any competing products or services to those which are part of the Authority's accounts.

5.13.4 The Authority hereby acknowledges that:

- (a) if the Media Agency is unable to use a specific Brand Ambassador requested by the Authority, or in circumstances where a prospective Brand Ambassador refuses to enter into written terms as itemised above, it shall not be in breach of this Agreement; and
- (b) the Media Agency shall not be liable for any act or omission of any Brand Ambassador including any breach of written terms between the Brand Ambassador and the Media Agency as set out above.

5.14 Emergency procedures and out of hours support

5.14.1 The Authority requires the ability to switch off all advertising in the event of emergency or other defined and specific conditions both in and out of office hours, as set out (but not limited to) in each of the Authority's Emergency Procedures policy where said policy exists, as updated from time to time, or, as defined in any other procedure defined by the relevant Authority.

5.14.2 The Service Provider shall ensure they prepare and keep up to date a grid showing all activity by channel and by message for each Authority,

to facilitate the process of switching off the advertising should this be required.

- 5.14.3 In office hours (Monday-Friday) the Service Provider will be responsible for switching off the advertising. Out of office hours (Monday-Friday) and at weekends the Authority will require named individuals at Service Provider to have access to the Service Provider's social media channels in order for the advertising to be switched off.

5.15 Service Level Agreements

- 5.15.1 The Service Level Agreement shall be in the form agreed by the Parties in accordance with the process in clause 5.15.2.

5.15.2 Process for agreeing Service Level Agreement

- 5.15.2.1 Where the Authority provides a draft Service Level Agreement to the Service Provider, within ten (10) Business Days the Service Provider shall either: (i) confirm its agreement to the draft Service Level Agreement issued by the Authority pursuant to this paragraph (a), or (ii) provide reasons why it cannot agree such draft Service Level Agreement and request a meeting with the Authority to discuss the Service Level Agreement, following which the Parties shall meet to discuss and agree the Service Level Agreement within five (5) Business Days.

- 5.15.2.2 The Service Provider agrees that the Authority shall be entitled to make deductions from the Charges or additional payments in accordance with the Service Level Agreement. The Parties agree that any such deductions are a genuine and reasonable pre-estimate of the loss which the Authority would suffer during the Term arising from a failure by the Service Provider to provide the Services as contemplated in this Agreement and are proportionate to the Authority's legitimate interests.

- 5.15.2.3 The provisions of this clause 5.15 shall be without prejudice to the Authority Group's other rights and remedies under this Agreement, including the Authority Group's rights to seek injunctive relief in any court of competent jurisdiction and/or to claim damages where the loss suffered exceeds the deductions applicable under the Service Level Agreement.

- 5.15.2.4 The Authority shall be entitled to review the Service Level Agreement in accordance with this clause 5.15 not more often than every three (3) calendar months.

5.16. Amendments to the Services

- 5.16.1 The Authority may request the Service Provider to change, cancel or stop any and all plans, schedules or work in progress and the Service Provider will take all reasonable steps to comply with any such request

provided that the Service Provider is able to do so within its contractual obligations to media, suppliers and sub-contractors.

- 5.16.2 In the event of any cancellation or amendment to which the Authority has given prior approval the Authority will reimburse the Service Provider for any charges or expenses incurred by the Service Provider or to which the Service Provider is committed which the Authority has agreed as reasonable and also pay the Service Provider's agreed remuneration covering these terms save to the extent that such cancellation or amendment was necessary due to the fault of the Service Provider.
- 5.16.3 The Service Provider shall use all reasonable endeavours to ensure that its contracts with media, suppliers and sub-contractors contain a clause in the same terms as 5.16.1 above.
- 5.16.4 The Service Provider shall give the Authority advanced notice in writing of any contractual obligations the Service Provider enters into or has entered into with suppliers or subcontractors which shall make the Authority liable to incur costs to that supplier or subcontractor in the event that the supplier or subcontractor cancels or amends its contract with the Service Provider.
- 5.16.5 The parties may agree new campaigns or projects as part of an existing Annual Scope of Work, Contract or Brief from time to time by agreeing new campaign Project scopes of work in writing which shall automatically form part of a Contract once signed by both the Authorised Service Provider Approver and Authorised Authority Approver.

6. CHARGES

- 6.1 The Service Provider shall invoice the relevant Authority under each Contract in accordance with the procedures set out in Clause 7 and Schedule 4 and in consideration of, and subject to the due performance of the Services by the Service Provider in accordance with the relevant Contract and agreed budget, the Authority shall pay the Service Provider the Charges in accordance with those procedures and any other terms and conditions of the relevant Contract.
- 6.2 The Service Provider is not entitled to reimbursement for expenses unless such expenses are specified in an Annual Scope of Work or a Brief, or the Service Provider's Strategic Response or Joint Strategic Response (as applicable) or in this Agreement or have been incurred with the prior written consent of the Authority, in which case the Service Provider shall supply appropriate evidence of expenditure in a form acceptable to the Authority.
- 6.3 All Charges exclude any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate and in the manner for the time being prescribed by law on delivery of a valid VAT invoice.
- 6.4 Where a Contract or Brief specifies that the Charges include Commission, the Authority shall pay such Commission to the Service Provider for each media

booking (excluding planning for TfL On-System and Contra Media as well as any TfL negotiated value pots unless this represents a significant proportion of a Media Plan) in accordance with and at the rate stated in Schedule 4 unless otherwise agreed in a Contract.

- 6.5 The ASBOF and BASBOF levy will be payable by the Authority on all appropriate invoices. The ASBOF and BASBOF levy is not subject to Service Provider Commission.
- 6.6 Throughout the Term of the Agreement, the Authority reserves the right to monitor the market for comparable services to the Services provided under this Framework Agreement. Where the Authority finds that services of like quality and specification are available at lower charges than those currently available through the Framework Agreement, the Authority may request the Service Provider to review its Charges and work with the Authority to agree adjustments to the Charges to reflect those available in the market. Any adjustment to the Charges will be by agreement between the Parties.
- 6.8 The Service Provider shall use all reasonable endeavours to obtain third party supplies at the most advantageous rate available. The Service Provider shall pass on to the Authority the benefit of any rate cuts, reductions or refunds which directly relate to the Services.
- 6.9 The Service Provider shall use reasonable care and skill in selecting third party suppliers.
- 6.10 The Authority shall not be liable for additional charges for late payment levied by suppliers to the extent that such additional charges are due to the fault of the Service Provider.

7. PAYMENT PROCEDURES AND APPROVALS

- 7.1 Subject to the provisions of Schedule 4, the Service Provider shall (as appropriate) invoice the Authority in respect of:
 - 7.1.1 the Annual Retainer Fee, quarterly in advance at the start of each relevant Quarterly Period;
 - 7.1.2 the Commission, monthly in arrears;
 - 7.1.3 the Net Media Costs, monthly in arrears; and
 - 7.1.4 any other costs or expenses agreed in writing by the Authority in accordance with this Agreement and any Contract or Brief, monthly in arrears.

Where Commission is payable, the Service Provider's invoice shall include both Commission and the relevant Net Media Costs related to such Commission in a single invoice.

- 7.2 The Service Provider shall submit invoices to the address set out in each Contract or where an electronic format for submission of invoices is set out in this Agreement or a Contract, such electronic format shall, unless the Authority requires otherwise, be used. Each such invoice shall contain all information required by the Authority including the Agreement Number, SAP order number or purchase order number, the Authority account details, the Service Provider's name, address and bank account details to which payment should be made, a separate calculation of VAT, project name, a brief description of the Services provided and a breakdown of the Charges to a level of detailed reasonably required by the Authority including any adjustments. Invoices shall be clear, concise, accurate, and adequately descriptive to avoid delays in processing subsequent payment.
- 7.3 In the event of a variation to the Services in accordance with this Agreement or the relevant Brief that involves the payment of additional charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoice.
- 7.4 The Authority shall consider and verify each invoice, which is submitted in accordance with this Clause 7, in a timely manner. If the Authority considers that the Charges claimed by the Service Provider in any invoice have:
- 7.4.1 been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved and payment shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time within 30 days of receipt of such invoice or such other time period as may be specified in the relevant Contract;
 - 7.4.2 not been calculated correctly and/or if the invoice contains any other error or inadequacy, the Authority shall notify the Service Provider and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised invoice to the Authority.
- 7.5 The Authority shall not be entitled to treat any properly submitted invoice as disputed or incorrect solely due to its own undue delay in considering and verifying it. The Authority reserves the right to withhold payment of any invoice which is not in accordance with this Agreement.
- 7.6 No payment made by the Authority (including any final payment) or act or omission or approval by the Authority or Procurement Manager or Campaign Manager (whether related to payment or otherwise) shall:
- 7.6.1 indicate or be taken to indicate the Authority's acceptance or approval of the Services or any part of them or any act or omission of the Service Provider, or otherwise prejudice any rights, powers or remedies which the Authority may have against the Service Provider, or absolve the Service Provider from any obligation or liability imposed on the Service Provider under this Agreement or a Contract; or

- 7.6.2 prevent the Authority from recovering any amount overpaid or wrongfully paid including payments made to the Service Provider by mistake of law or fact. Without prejudice to Clause 19, the Authority shall be entitled to withhold such amount from any sums due or which may become due to the Service Provider or the Authority may recover such amount as a debt under this Agreement or a Contract.
- 7.7 Except where otherwise provided in a Contract, the Charges shall be inclusive of all costs of staff, facilities, equipment, materials and other expenses whatsoever incurred by the Service Provider in discharging its obligations under the Contract
- 7.8 Interest shall accrue at the rate of two percent (2%) above the base rate of the Bank of England from time to time on all sums due and payable under this Agreement or a Contract from the due date until the date of actual payment (both before and after judgement). All such interest shall be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty five (365) day year and compounded at monthly intervals. The Parties agree that this provision constitutes a substantial remedy for late payment of any sum payable under the Contract in accordance with s8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.9 The Service Provider accepts and bears the risks of currency fluctuations.

7A. MEDIA AND SERVICE PROVIDERS: BUSINESS TERMS AND SELECTION

7A.1 The Service Provider shall use reasonable care and skill:

- 7A.1.1 in the selection and appointment of media and third party service providers and the agreement of the terms and conditions of such appointment; and
- 7A.1.2 in the placing of Advertising in all media and especially the digital/social media channels, to ensure that such Advertising is only placed on sites and with hosts that are appropriate for the Authority's purposes, audience and reputation and the appropriate brand safety measures are in place, pre-agreed with the Authority defined in Clauses 5.9 to 5.13 inclusive. Where the Service Provider is in breach of this clause 7A.1.2 it shall promptly remove such Advertising.
- 7A.2 If in the course of providing the Services during the Term the Service Provider decides to use the services of any company in which the Service Provider has an ownership interest, the Service Provider will declare this and before commissioning such services obtain the Authority's Written approval, such approval not to be unreasonably withheld.
- 7A.3 The Service Provider will notify the Authority in writing promptly if it becomes aware that any Media Owner is, or is likely to become, unable for any reason to provide any Media Placement which has been purchased by the Service Provider or Service Provider Group.

8. WARRANTIES AND OBLIGATIONS

8.1 Without prejudice to any other warranties expressed elsewhere in this Agreement or implied by law, the Service Provider warrants, represents and undertakes that:

8.1.1 the Service Provider:

8.1.1.1 has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of its Holding Company) to enter into and to perform the Agreement and any relevant response to the Brief; and

8.1.1.2 is aware of the purposes for which the Services are required and acknowledges that the Authority is reliant upon the Service Provider's expertise and knowledge in the provision of the Services; and

8.1.1.3 is entering into this Agreement, any relevant Contract and all its contracts as principal and not as agent for any person and that it will act as an independent contractor in carrying out its obligations under this Agreement and any relevant Contract;

8.1.2 the Agreement is executed and the Contract is agreed by a duly authorised representative of the Service Provider;

8.1.3 all materials, equipment and goods under the relevant Contract or supplied by the Service Provider shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), sound in design and in conformance in all respects with the Specification set out in the relevant Contract; and

8.1.4 all documents, drawings, computer software and any other work prepared or developed by the Service Provider or supplied to the Authority in response to the Brief shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person or be in any other way contrary to law.

8.2 Without prejudice to the Authority's rights (whether under this Agreement or otherwise) if any of the Service Provider's work is defective in that the Service Provider has failed to conform to the requirements of this Agreement or a Contract or the Services are not in accordance with sound and generally accepted professional standards then:

8.2.1 the Service Provider will re-perform if required to do so by the Authority at no cost to the Authority such Services brought to the Authority's attention in writing by the Authority within one year from the completion of the Services; and

8.2.2 the Authority shall be entitled to engage another person to carry out the Services, in whole or in part, and all additional expenditure properly

incurred by the Authority in having such Services carried out shall be recoverable by the Authority from the Service Provider.

- 8.3 The Service Provider and the Authority agree that the ultimate control over the form and content of the Advertising material lies with the Authority. The Service Provider will not be liable in any way for errors or omissions in any content or copy or for claims arising out of any advertisements placed by the Service Provider unless the Service Provider has developed and produced the advertising. The Service Provider shall be responsible for ensuring all Media Plans include accurate copy rotation information and are fully costed and that post booking of the media final costed plans are issued to the Authority.
- 8.4 Each warranty and obligation in this Clause 8 shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of this Agreement.

8A. APPROVALS AND AUTHORITIES

- 8A.1 The Service Provider shall submit to the Authority for specific Written Approval in advance Media Plans for time, space and other facilities and estimates of the costs of various services. Any reference in this Agreement to the Authority's Written Approval shall mean written approval by directors or employees of the Authority authorised to approve the Services and whose names and levels of approval authority are set out in Schedule 1 of this Agreement, or as notified to the Service Provider from time to time. Any change to the Authorised Persons during the Term will be notified in writing by the Authority to the Service Provider.
- 8A.2 For the purposes of this Agreement Written Approval shall include approval signified by:
- 8A.2.1 e mail from the Authority's business e mail address bearing the email signature of an Authorised Person;
 - 8A.2.2 e-mail emanating from the personally allocated business e-mail address of an Authorised Person; and
 - 8A.2.3 the email must reference the SAP purchase order number, the value and a copy of the plan being given booking approval

9. CONTRACTUAL MANAGEMENT

- 9.1 The Contracting Authority authorises the Procurement Manager to act as the Contracting Authority's representative for all purposes of this Agreement and the Service Provider shall deal with the Procurement Manager (or his or her nominated representative) in respect of all matters arising under this Agreement, unless notified otherwise.

- 9.2 The Authority will appoint a Campaign Manager (or equivalent) in respect of each Contract in relation to all matters arising under a Contract, and the Service Provider shall deal with the Campaign Manager (or his or her nominated representative) in respect of all matters arising under the relevant Contract, unless otherwise notified by the Authority.
- 9.3 The Service Provider Manager shall act as the Service Provider's representative for all purposes of this Agreement. In respect of each Contract, the Service Provider shall provide the Key Personnel. The Service Provider Manager and the Key Personnel shall procure that they:
- 9.3.1 diligently supervise the performance of the Services;
 - 9.3.2 attend all contract meetings with the Authority (the location, frequency and time of which shall be specified by the Procurement Manager from time to time); and
 - 9.3.3 be available to the Contracting Authority to resolve any issues arising in connection with this Agreement or available to the Authority to resolve any issues arising in connection with a relevant Contract.
- 9.4 The Service Provider may only make any changes to the Service Provider Manager (except in the event of sickness, incapacity or resignation) with the prior consent of the Contracting Authority (which shall not be unreasonably withheld).
- 9.5 No act of or omission by or approval from either the Authority, the Procurement Manager, or any Campaign Manager in performing any of their respective duties under or in connection with this Agreement or relevant Contract shall in any way operate to relieve the Service Provider of any its duties, responsibilities, obligations or liabilities under this Agreement and relevant Contract.

9A. CONTACT REPORTS

- 9A.1 The Service Provider will produce a Contact Report detailing matters of substance discussed between the relevant parties to a Contract in any meetings or telephone conversations.
- 9A1.2 The Service Provider must send the report by email within one (1) Business Day following a meeting or telephone conversation.
- 9A1.3 If the Authority has comments on the Contact Report, it will provide such comments within two (2) Business Days of receipt, unless the Authority employee to whom the Contact Report is sent is absent from the office, in which case such a period will commence upon the return of that individual to the office.
- 9A1.4 The Service Provider should deem the Contact Report agreed and a correct record of the meeting or telephone conversation to which it refers if comments are not provided within 2 (two) Business Days of receipt by the Authority.

9A1.5 If approval is urgent, the Service Provider may approach the Authority for approval from another, more senior Authority employee in the absence of the individual concerned.

9B. BUSINESS CONTINUITY AND DISASTER RECOVERY

9B.1 The Service Provider shall maintain a business continuity and disaster recovery plan in respect of the provision of the Services and Deliverables and will provide a summary to the Authority. The Service Provider will revise the plan as necessary during the Term and keep the Authority informed of any material changes to the plan on request. The Parties shall comply with the provisions of Schedule 11 (Business Continuity and Disaster Recovery).

9C. PROVISION OF MANAGEMENT INFORMATION

9C.1 The Service provider shall provide Management Information as reasonably required by the Authority.

9C.2 The Service Provider shall provide a spend report on the first working day of each month. The report shall outline spend totals (one for invoiced spend and the other for booked media spend) per Authority for the Agreement duration.

10. SERVICE PROVIDER'S PERSONNEL

10.1 The Parties agree that where the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) apply to any Call-off Contract, the Parties shall both comply with their obligations under A18 and A19 (Transfer of Employees).

10.2 Nothing in this Agreement or any Contract will render the Service Provider's Personnel, an employee, agent or partner of the Authority or of any member of the Authority Group by virtue of the provision of the Services by the Service Provider under this Agreement or Contract and the Service Provider shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Service Provider's Personnel.

10.3 The Service Provider shall provide the Service Provider's Personnel as necessary for the proper and timely performance and management of the Services in accordance with the relevant Contract. All Service Provider Personnel deployed on work relating to the Contract shall have the appropriate qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to the Authority.

10.4 Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to such Service Provider's Personnel to any Authority Premises and/or require that any Service Provider's Personnel be immediately removed from performing the Services if such Service Provider's Personnel in the Authority's reasonable view have not been properly trained in any way required by a relevant Contract, are otherwise incompetent, negligent, guilty of misconduct or could be a danger to any person. The Authority shall notify the Service Provider of such denial and/or

requirement in writing and the Service Provider shall comply with such notice and provide a suitable replacement (with the Campaign Manager's prior consent in the case of Key Personnel).

10.5 The Service Provider shall take all reasonable steps to avoid changes to any of its staff designated as Key Personnel. The Service Provider shall give the Authority reasonable notice of any proposals to change Key Personnel or should any Key Personnel leave the Service Provider and for the purposes of this clause 10.5 reasonable notice shall mean:

10.5.1 where Key Personnel move within the Service Provider's Group the Service Provider will provide 3 months prior notice except where this is not reasonably practicable in which case the Service Provider shall provide as much notice as possible but in any event not less than two months prior notice; and

10.5.2 where Key Personnel leave the Service Provider, the Service Provider will provide as much notice as is reasonably practicable but in any event not less than 4 weeks prior notice.

The Service Provider shall consult with the Authority over any replacement of Key Personnel, and shall appoint a suitable replacement. Clause 10.2 shall apply to any replacement of Key Personnel.

10.6 Save as set out in Clause A18 and A19, the Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all Losses which the Authority or the Authority Group may incur or suffer during the Term in relation to the Service Provider's Personnel or any person who may allege to be the same or any failure by the Service Provider to comply with Clause 10.4, unless such Losses are caused by any act or omission of the Authority or the Authority Group.

10.7 The Service Provider shall pay to the Service Provider's Personnel not less than the amounts declared to the Authority (if any) as part of the tender process for this Agreement and the relevant Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.

11 SUB-CONTRACTING AND CHANGE OF OWNERSHIP

11.1 The Service Provider shall not assign or sub-contract all or any part of the Services without the prior written consent of the Authority which may be refused or granted subject to such conditions as the Authority sees fit except that the Service Provider may sub-contract part or parts of the Services to the Service Provider's Affiliates without the Authority's prior consent.

11.2 Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:

11.2.1 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the relevant Contract insofar as

they relate to the Services or part of them (as the case may be) which that sub-contractor is required to provide;

11.2.2 be responsible for payments to that person; and

11.2.3 remain solely responsible and liable to the Authority for any breach of the relevant Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Service Provider;

11.2.4 on or before the Agreement Commencement Date notify the Authority in writing of the name, contact details and details of the legal representatives of any such sub-contractor (of any tier), to the extent that such information has not already been provided by the Service Provider to the Authority under the Agreement;

11.2.5 promptly notify the Authority in writing of any change to the information notified under Clause 11.2.4 and provide in writing the name, contact details and details of the legal representatives of each such sub-contractor (of any tier) who is engaged after the Agreement Commencement Date;

11.2.6 without prejudice to the provisions of Clause 14, ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such sub-contractor;

11.2.7 include a term in each sub-contract (of any tier):

11.2.7.1 requiring payment to be made by the Service Provider, or (in respect of a sub-contract below the first tier) the payer under the relevant subcontract, to the sub-contractor within a specified period not exceeding 30 days from receipt of a valid and undisputed invoice as defined by the sub-contract requirements; and

11.2.7.2 a requirement that any invoices for payment submitted by the sub-contractor are considered and verified by the Service Provider, or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, in a timely manner and that any undue delay in doing so shall not in itself be sufficient justification for failing to treat an invoice as being valid and undisputed under the sub-contract requirements.

11.3 The Service Provider shall give notice to the Authority within ten (10) Business Days where:

11.3.1 there is any change in the ownership of the Service Provider where such change relates to 50% or more of the issued share capital of the Service Provider; and

11.3.2 there is any change in the ownership of the Holding Company where such change relates to 50% or more of the issued share capital of the Holding Company, and

11.3.3 (in the case of an unincorporated Service Provider) give notice to the Authority if there is any change in the management personnel of the Service Provider, which alone or taken with any other change in management personnel not previously notified to the Authority, equates to a change in the identity of 50% or more of the management personnel of the Service Provider.

Upon the occurrence of any of the events referred to at Clauses 11.3.1 – 11.3.3 above, the Authority shall have the right to terminate the Agreement and any relevant Contract.

11.4 For the purposes of this Agreement generally, media vendors shall not be considered to be the sub-contractors of the Service Provider.

12. CONFLICT OF INTEREST

12.1 The Service Provider warrants that it does not and will not have any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services or any member of the Authority Group, save to the extent fully disclosed to and approved by the Authority.

12.2 The Service Provider shall check for any conflict of interest at regular intervals throughout the Term and in any event not less than once in every six months and shall notify the Contracting Authority in writing immediately upon becoming aware of any actual or potential conflict of interest with the Services or any member of the Authority Group and shall work with the Contracting Authority to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to the Contracting Authority's satisfaction, provided that, where the Contracting Authority is not so satisfied, it may terminate this Agreement and all Contracts, in existence, in accordance with Clause 28.1.4.

12.3 The Service Provider will not, and will procure that the Service Provider Group providing Services under this Agreement will not, enter into any arrangements relating to the provision of Services which would lead to any Conflicts of Interest without the Authority's prior written approval.

13. ACCESS TO PREMISES

13.1 Subject to Clause 10.4 any access to any Authority Premises made available to the Service Provider in connection with the proper performance of the Contract shall be free of charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Contract Term, for the avoidance of doubt, the Service Provider shall be responsible for its own costs of travel including either or both of any congestion charging or low emission zone charging or any future road user charging policies that may come into effect. The Service Provider shall:

- 13.1.1 have the use of such Authority Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of such Authority Premises;
 - 13.1.2 vacate such Authority Premises upon the termination or expiry of the relevant Contract or at such earlier date as the Authority may determine;
 - 13.1.3 not exercise or purport to exercise any rights in respect of any Authority Premises in excess of those granted under this Clause 13.1;
 - 13.1.4 while present on any of the Authority's premises, ensure that its personnel shall observe at all times all rules and safety requirements applicable to the premises notified to the Service Provider by the Authority in relation to carrying out the Services and all orders and directions advised by the Authority's employees. The Authority may instruct the Service Provider's personnel to leave the premises in which event they will do so immediately.
 - 13.1.5 In addition to the general requirement of clause 13.1.4 the Service Provider will comply and will ensure that its subcontractors comply with all health and safety law applicable to the performance of the Services.
 - 13.1.6 ensure that the Service Provider's Personnel carry any identity passes issued to them by the Authority at all relevant times and comply with the Authority's security procedures as may be notified by the Authority from time to time; and
 - 13.1.7 not damage the Authority Premises or any assets on the Authority Premises.
- 13.2 Nothing in this Clause 13 shall create or be deemed to create the relationship of landlord and tenant in respect of any Authority Premises between the Service Provider and any member of the Authority Group.
- 13.3 The Authority shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT services) to the Service Provider except as may be specified in any Contract.
- 13.4 The Service Provider shall provide the Authority's personnel with reasonable access to the Service Providers' office or other accommodation or facilities to conduct activities related to the performing of the Services during the Contract Term where required by the Authority.

14. COMPLIANCE WITH POLICIES AND LAW

- 14.1 The Service Provider, at no additional cost to the Authority:
- 14.1.1 undertakes to procure that all the Service Provider's Personnel comply with all of the Authority's policies and standards when on the Authority Premises that are relevant to the performance of the Services, which are set out in Schedule 9 and those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by

the Authority for personnel working at Authority Premises or accessing the Authority's computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request;

- 14.1.2 shall provide the Services in compliance and ensure that the Service Provider's Personnel comply with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to either or both of the Service Provider's business or the Authority's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify the Authority if the Service Provider is required to make any change to the Services for the purposes of complying with its obligations under this Clause 14.1.2;
 - 14.1.3 without limiting the generality of Clause 14.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
 - 14.1.4 acknowledges that the Authority is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief, age, pregnancy or maternity, gender reassignment or disability (a "Relevant Protected Characteristic") (as the case may be) and to promote equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it. In providing the Services, the Service Provider shall assist and cooperate with Authority where possible in satisfying this duty;
 - 14.1.5 shall promptly notify the Service Provider's Personnel and the Authority of any health and safety hazards that exist or may arise in connection with the performance of the Services.
 - 14.1.6 In all cases, the costs of compliance with this Clause 14.1 shall be borne by the Service Provider.
- 14.2 Without prejudice to Clause 14.1, the Service Provider shall comply with the Authority's workplace harassment policy as updated from time to time (copies of which are available on request from the Authority) and with the Authority's Code of Conduct (which is available on the Authority's website, tfl.gov.uk) or where agreed by the Authority its own equivalent policies.
- 14.3 In providing the Services, the Service Provider shall (taking into account best available techniques not entailing excessive cost and the best practicable means of preventing, or counteracting the effects of any noise or vibration) have appropriate regard (insofar as the Service Provider's activities may impact on the environment) to the need to:
- 14.3.1 preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;

- 14.3.2 enhance the environment and have regard to the desirability of achieving sustainable development;
- 14.3.3 conserve and safeguard flora, fauna and geological or physiological features of special interest; and
- 14.3.4 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

14A. ADVERTISING STANDARDS

- 14A.1 The Service Provider shall comply, and shall ensure that Deliverables provided pursuant to this Agreement or a Contract complies, to the extent applicable and relevant to such Deliverables, with TfL's Clash Management Rules, Capping and Frequency Management Rules, social media strategy (receipt of which the Service Provider acknowledges), the Authority's Advertising Policy, the UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing, the UK Code of Broadcast Advertising (BCAP Code), the British Codes of Advertising and Sales Promotion, the Independent Television Commission ("ITC") Code of Advertising Standards and Practice for Television, the ITC Sponsorship Code, the Radio Authority Code and other relevant codes of advertising laid down whether on a statutory or self-regulatory basis. The Service Provider shall abide by the rulings of the Advertising Standards Authority, the Committee of Advertising Practice, ITC and the Radio Authority.
- 14A.2 In order to satisfy the requirements of these codes or any statutory requirements the Authority and the Service Provider will co-operate with each other to ensure that all necessary and suitable objective product and other information and relevant facts are available as required. The Service Provider will not be liable in any way for errors or omissions in any content or copy or for claims arising out of any advertisements placed by the Service Provider unless the Service Provider has developed and produced the Advertising. The Service Provider shall not be responsible for copy rotation. The Service Provider is responsible for securing all clearances through the relevant bodies.
- 14A.3 Where the Authority requests changes to any Deliverables, the Service Provider shall, to the extent applicable and relevant to such Deliverables, advise the Authority whether such changes will result in the Advertising not complying with any of the standards and codes of practice in clause 14A.1.

14B. London Living Wage

For the purposes of this Clause 14B, the following expressions have the corresponding meanings:

"CCSL"	the Centre for Civil Society Limited or any relevant replacement organisation as notified by the Authority from time to time;
"London Living Wage"	the London rate for the basic hourly wage as updated and published annually by the

CCSL (or any relevant replacement organisation) on its website (www.livingwage.org.uk);

“Sub-contractor”

a sub-contractor (of any tier) of the Service Provider providing any Services that would otherwise be performed by Service Provider but excluding: Media Owners, vendors, and suppliers to the Service Provider of ancillary goods or services (e.g. technology suppliers).

14B.1 The Service Provider acknowledges and agrees that the Mayor of London pursuant to section 155 of the Greater London Authority Act 1999 has directed that members of the Authority Group ensure that the London Living Wage be paid to anyone engaged by any member of the Authority Group who is required to discharge contractual obligations (whether as a direct contractor or a sub-contractor (of any tier) of that direct contractor) on the Authority’s estate in the circumstances set out in Clause 14B.3.1.

14B.2 Without prejudice to any other provision of this Contract, the Service Provider shall:

14B.2.1 ensure that its employees and procure that the employees of its Sub-contractors engaged in the provision of the Services:

14B.2.1.1 for two (2) or more hours of work in any given day in a week, for eight (8) or more consecutive weeks in a year; and

14B.2.1.2 on the Authority’s estate including (without limitation) premises and land owned or occupied by the Authority, be paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the London Living Wage;

14B.2.2 ensure that none of:

14B.2.2.1 its employees; nor

14B.2.2.2 the employees of its Sub-contractors, engaged in the provision of the Services be paid less than the amount to which they are entitled in their respective contracts of employment;

14B.2.3 provide to the Authority such information concerning the London Living Wage as the Authority or its nominees may reasonably require from time to time, including (without limitation):

14B.2.3.1 all information necessary for the Authority to confirm that the Service Provider is complying with its obligations under Clause 14B; and

14B.2.3.2 reasonable evidence that Clause 14B has been implemented;

14B.2.4 disseminate on behalf of the Authority to:

14B.2.4.1 its employees; and

14B.2.4.2 the employees of its Sub-contractors, engaged in the provision of the Services such perception questionnaires as the Authority may reasonably require from time to time and promptly collate and return to the Authority responses to such questionnaires; and

14B.2.5 cooperate and provide all reasonable assistance in monitoring the effect of the London Living Wage including (without limitation):

14B.2.5.1 allowing the CCSL to contact and meet with the Service Provider's employees and any trade unions representing the Service Provider's employees;

14B.2.5.2 procuring that the Service Provider's Sub-contractors allow the CCSL to contact and meet with the Subcontractors' employees and any trade unions representing the Sub-contractors' employees, in order to establish that the obligations in Clause 14B.3.1 have been complied with.

14B.3 For the avoidance of doubt the Service Provider shall:

14B.3.1 implement any updated London Living Wage; and

14B.3.2 procure that its Sub-contractors implement any updated London Living Wage, on or before 1 April in the year following the publication of the increased rate of the London Living Wage.

14B.4 The On written request, and no more than once in any calendar year, the Service Provider shall provide a written declaration that it has complied with the terms of Clause 14B.2 and 14B.3. 14B.5 Without limiting the Authority's rights under any other termination provision in this Contract, the Service Provider shall remedy any breach of the provisions of this Clause 13 within four (4) weeks' notice of the same from the Authority (the "Notice Period"). If the Service Provider remains in breach of the provisions of this Clause 14B following the Notice Period, the Authority may by written notice to the Service Provider immediately terminate this Contract.

14C. SOCIAL VALUE DELIVERY

The Service Provider has committed to achieve the Social Value Target specified in Schedule 14 and to comply with the provisions of Schedule 14.

15. CORRUPT GIFTS AND PAYMENT OF COMMISSION

The Service Provider shall not, and shall ensure that its employees, agents and sub-contractors do not, pay any commission, fees or grant any rebates to any employee, officer or agent of the Contracting Authority or any member of the Authority Group nor favour any employee, officer or agent of the Contracting

Authority or any member of the Authority Group with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of the Contracting Authority or any member of the Authority Group other than as a representative of the Authority, without the Authority's prior written approval.

16. EQUIPMENT

16.1 Risk in:

16.1.1 all Service Provider Equipment shall be with the Service Provider at all times; and

16.1.2 all other equipment and materials forming part of the Services (title to which will pass to the Authority) ("**Materials**") shall be with the Service Provider at all times until completion of the Services in accordance with the relevant Contract regardless of whether or not the Service Provider's Equipment and Materials are located at Authority Premises:

16.2 The Service Provider shall ensure that all Service Provider's Equipment and all Materials meet all minimum safety standards required from time to time by law.

17. QUALITY, BEST VALUE AND EVALUATION

17.1 The Service Provider acknowledges that the Authority is a best value authority for the purposes of the Local Government Act 1999 and as such the Authority is required to make arrangements to secure continuous improvement in the way it exercises its functions, (having regard to a combination of economy, efficiency and effectiveness), and as such, the Service Provider shall, where reasonably requested by the Authority, participate in any relevant best value review.

17.2 The Parties will conduct a full evaluation and review of their relationship, including (but without limitation):-

17.2.1 a review of the Services including without limitation through conducting an appraisal process against the current Service Level Agreement as set out in Schedule 3;

17.2.2 a review of the performance of Key Personnel and other staff from both the Service Provider and the Authority;

17.2.3 the Media Auditor shall be entitled to audit the performance of the Services, including the media price and quality of the Services ("**Performance Audit**") and the Service Provider's compliance with its financial obligations under this Agreement ("**Financial Audit**") in a process set out in Clause 18;

17.2.4 digital performance will be measured against an agreed set of KPIs, which will include but are not limited to Brand Safety, Viewability, Fraud, Cost per objective and where relevant, reach and engagement.

17.3 Annual Media Commitments

17.3.1 The Annual Media Commitments are set out in Annex 1 to Schedule 4 and set minimum requirements (in respect of the following):

17.3.1.1 Value for money against pooled spend data across the Media Auditor's clients (across all print, posters, TV, cinema, radio channels) and quality and composite price/quality or performance score for all digital media (digital display (including programmatic, VOD, paid social, mobile);

17.3.1.2 Year on year cost performance analysis;

17.3.1.3 Delivery against absolute pricing; and

17.3.1.4 Quality of media placement.

17.3.2 The Contracting Authority shall be entitled to review and amend the Annual Media Commitments by agreement with the Service Provider (both Parties acting reasonably) once each Financial Year and pending such agreement, the Annual Media Commitments which were agreed for the previous year shall continue to apply.

17.3.3 The Service Provider shall exercise the standard of care described in Clause 5.3 in providing the Services under any Contract in order to comply with the Annual Media Commitments. Media booked pursuant to the Services shall be delivered in aggregate in each Financial Year in line with the rates stated in the Annual Media Commitments. The Authority acknowledges and agrees that its sole remedy for the Service Provider's failure to meet and/or comply with the Annual Media Commitments is set out in Clause 17.3.4 below.

17.3.4 Performance against the Annual Media Commitments defined in Schedule 13 will be measured by the Media Auditor on a quarterly basis (or at a frequency agreed between the Contracting Authority and the Service Provider) with the final position for each Financial Year calculated on an annual basis. The Service Provider will forgo up to 2.5% of the total Annual Retainer Fees paid or payable by TfL in the relevant Financial Year if the targets are not met. Any percentage rebate will be determined at the sole discretion of the Contracting Authority.

18. RECORDS, AUDIT AND INSPECTION

18.1 The Service Provider shall:

18.1.1 maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services and the Service Provider's obligations under this Agreement and the relevant Contract and all transactions entered into by the Service Provider for the purposes of this Agreement and the relevant Contract (including time-sheets for the Service Provider's Personnel where such records are material to the calculation of the Charges and in all cases in so far as they relate to the

Authority's Media Placements but excluding (a) any records that do not relate directly to the provision of Services and (b) any confidential information of Service Provider including (i) individual payroll, salary or personnel files; (ii) general ledger and direct access to accounting systems; (iii) individual expenditure records; (iv) any of the Service Provider or Service Provider Group companies' overhead costs; and (v) employee personal data or salary information) ("**Records**"); and

- 18.1.2 retain all Records during the Term and Contract Term and for a period of not less than 6 years (or such longer period as may be required by law), except Records containing Personal Data (as defined in section 1(1) of the Data Protection Act 2018) which shall only be retained for as long as necessary following termination or expiry of this Agreement or relevant Contract ("**Retention Period**").
- 18.2 Should any audit or inspection of the Records by the Authority reveal that the Authority has been overcharged or undercharged by the Service Provider then the Service Provider shall reimburse to the Authority or the Authority shall reimburse to the Service Provider (as applicable) the amount of the overcharge or undercharge as agreed between both Parties.
- 18.3 The scope of the audit will be agreed by both Parties in writing prior to its commencement.
- 18.4 The Authority shall bear the cost of any audit (except where material errors are found in which case the Service Provider shall reimburse the Authority for any third party costs reasonably incurred by the Authority in connection with the audit).
- 18.5 Access shall not be granted to Records relating to output-based charges where agreed as part of an additional service such as econometrics or content projects or fixed pricing arrangements, Inventory Media, individual payroll or personnel files, information relating to other clients, Service Provider overheads, information relating to Principal Transactions, or any information which is subject to restrictions in contracts with third parties or legal obligations of confidentiality. No access shall be granted to the Service Provider's IT systems or servers and audits cannot extend beyond the scope of the specific Services which the Service Provider is contracted to provide to the Authority.

18.6 Media Audits

- 18.6.1 Without prejudice to any other rights under this Clause 18.6 and subject to the remaining terms of Clause 18, the Authority through its Media Auditor (as determined in accordance with Clause 18.6) has the right to audit any and all Records as are relevant to verify the performance of the Service Provider's obligations under this Agreement as further detailed in Clause 18.6.2 below during the Term of this Agreement and for a further period of two (2) years thereafter.

- 18.6.2 The Audit may assess:

- 18.6.2.1 the Service Provider's performance of the Services including the media price, quality of the Services, compliance with the Annual Media Commitments set out in Schedule 13 ("**Performance Audit**");
 - 18.6.2.2 the Service Provider's compliance with its financial obligations under this Agreement ("**Financial Audit**"); and
 - 18.6.2.3 the Service Provider's compliance with Clause 22 (The Authority's Data) and Clause 24 (Privacy and Data Protection), solely as set out in (and in accordance with) paragraph A1.15 of Schedule 2.
- 18.6.3 Performance Audits shall be carried out every three months (or at a frequency agreed between the Parties) and unless the Authority has bona fide reasons for suspecting fraud Financial Audits, shall take place no more than once in any twelve month period and shall last for no more than five Business Days.
- 18.6.4 The Service Provider agrees to attend the Performance Audit reviews with the Authority which will be presented by the Media Auditor and to respond to the Authority on issues raised within two weeks of the meeting.
- 18.6.5 The Service Provider shall obtain the Records and supply to the Authority's Media Auditor all such Records as the Media Auditor reasonably requires to fully perform a **Performance Audit** (for example, performance data, TV ratings, digital impressions, etc) where applicable subject to the terms of the third party agreement and/or **Financial Audit**. Where the Service Provider or Service Provider Group uses specialist buying companies, group buying companies, buying clubs or any other related party which are Affiliates to supply services, the Service Provider shall procure that such Affiliates, specialist buying companies, group buying companies, buying clubs or other related party will grant the same rights of audit to the relevant Media Auditor, including access to AVBs received by Service Provider Affiliates and to un-billed media reports between Service Provider Affiliates and their vendors.
- 18.6.6 Save to the extent that any Records relate to the Service Provider's other clients and do not relate at all to the Authority the Service Provider shall provide the Media Auditor, as part of a Financial Audit, with full access to the Records with suppliers with whom media activity has been placed on behalf of the Authority during the Term provided that the Service Provider may redact from supplier contracts the individual names of other clients and financial amounts specific to those other clients. The Records will constitute Confidential Information for the purposes of this Framework.
- 18.6.7 The Service Provider will allow the Media Auditor access to all the Records within ten (10) Business Days of the Media Auditor's request for

the documentation (including but not limited to those included in Schedule 3) to audit the Service Provider's compliance with this Agreement as part of a Financial Audit. Any such access shall be, subject to the terms of Clause 18, provided at any time during normal business hours for the purposes of auditing or otherwise inspecting the Records. The Service Provider shall provide all Records in a format reasonably requested by the Media Auditors.

- 18.6.8 The Service Provider will afford the Media Auditor reasonable assistance in the performance of the audit. The Authority will procure that the Media Auditor must sign a confidentiality agreement directly with the Service Provider of a form reasonably acceptable to the Service Provider before the Service Provider provides the Media Auditor with any access to the Records. The Authority and the Media Auditor will ensure that any information obtained in the course of the audit relating specifically to the Service Provider's and Service Provider Group's business is kept in the strictest confidence and not used for any purpose other than the proper conduct of the audit. The Authority shall procure that the Media Auditor complies with the provisions of this clause.
- 18.6.9 The Authority and/or the Media Auditor will provide at least two (2)'weeks' notice to the Service Provider prior to the Media Auditor conducting a Financial Audit.
- 18.6.10 In relation to a **Performance Audit**, the Service provider should provide the required Records (including but not limited to those included in Schedule 3) to the Media Auditor up to a maximum of four (4) weeks post the end of the active month. Unless the Authority expressly states otherwise, the Media Auditor will share its findings with the Service Provider prior to the delivery of the final report to the Authority so that the Service Provider has an opportunity to comment on the findings. The Authority will ensure the Media Auditor delivers a copy of the final draft report to the Service Provider and if required, present the findings in a meeting with the Service Provider and relevant Authority, and the Authority may itself deliver a copy of the final report to the Service Provider, in both cases, if the Authority considers it appropriate to do so.
- 18.6.11 In relation to a **Financial Audit**, the Media Auditor will share its findings with the Service Provider no less than seven (7) days prior to the delivery of the final report to the Authority so that the Service Provider has an opportunity to comment on the findings. The Authority will ensure the Media Auditor delivers a copy of the final report to the Service Provider.
- 18.6.12 In addition to the regular quarterly evaluations required pursuant to Clause 18.6.3, the Authority may require a full or partial Performance Audit evaluation at any time.

18.6.13 The Service Provider agrees to share with the Media Auditor paid for partnership media including costs separating out media vs production, as well as influencer proposals for the Media Auditor to evaluate prior to the Authority agreeing with the recommendations and booking the media. The Media Auditor may require further information which the Service Provider will be required to provide in advance of the Authority booking the media.

18.7 Rebates

18.7.1 The Service Provider must provide the Authority on an annual basis (during the Term and for eighteen (18) months thereafter) with full and accurate reports of:

18.7.1.3 the total of any Direct AVBs; and

18.7.1.4 the total of any Authority AVBs.

18.7.2 In respect of each type of Media Placement (i.e. poster, digital, etc), the Service Provider must provide to the Authority in writing the amount of all of the Rebates received wherever or however accrued by the Service Provider Group in respect of the Authority, whether such Rebates are reflected in the amount invoiced by the Media Owner or subsequently provided directly or indirectly to any member of the Service Provider Group.

18.7.3 Unless otherwise agreed between the Authority and the Service Provider it is the intention that the Authority will receive the Rebates in the same form as they are received by the Service Provider, net of any late payment interest chargeable in accordance with Clause 7.8, but the Authority shall inform the Service Provider as to how it wishes the Rebates to be passed back (such as by way of credit note issued against old invoices, credit note against future Media Placements, or invoiced for payment by the Service Provider).

18.7.4 The Service Provider will calculate and report to the Authority an estimate of the Rebates due to the Authority on an annual basis (by no later than 1 April in each year related to Rebates arising in the previous year). The Service Provider will pay any Rebates received by the Service Provider to the Authority by no later than 30 June in each year, relating to the Rebates for the previous year.

18.7.5 The Service Provider will take all reasonable steps to pursue Media Owners for any Rebates owed by them to the Service Provider or Service Provider Group or the Authority.

18.8 Realised Benefits (Value Pots)

18.8.1 The Service Provider (which for the purposes of this and the remainder of Clause 18.8 shall include any member of the Service Provider Group)

acknowledges that it may enter into arrangements with Media Owners ("**Participating Media Owners**"), whereby the Participating Media Owner will deliver additional benefits (value pots) (referred to as "**Realised Benefits**" in this Framework) to the Service Provider arising as a consequence of the Service Provider's purchase of media placements from those Participating Media Owners (each such arrangement is referred to as a "**Value Pot Arrangement**"). The Realised Benefits are often based on the Service Provider purchasing certain specified volumes or value of media placements from the Participating Media Owner ("**Value Pot Targets**"). These Realised Benefits may take different forms including free media or a reduction in the price paid for the media placement by the Service Provider (but will never be given in the form of a cash rebate). Although of a nature similar to rebates, the parties agree that Realised Benefits will not form part of the Rebates payable by the Service Provider to the Authority under Clause 18.7. Instead, any benefit that the Service Provider may receive, referred to herein as Realised Benefits, is through the Service Provider fulfilling any contractual commitments to deliver to the Authority an agreed level of media pricing and/or quality.

18.8.2 The Service Provider's compliance with its obligation to fulfil any contractual commitments to deliver to the Authority an agreed level of media pricing and/or quality will be determined as part of the Performance Audit and is subject to a Financial Audit for purposes of confirming there are no Realised Benefits or Rebates beyond those outlined above.

18.8.3 Any resulting changes agreed to the Services, the Service Provider's remuneration or any aspect of the Agreement shall be agreed in writing, failing which the arrangements in place at the time of the evaluation will continue to apply.

19. SET-OFF

All damages, costs, charges, expenses, debts, sums or other amounts owing (contingently or otherwise) to or incurred by the Authority arising out of or attributable to this Agreement may be deducted by the Authority from monies due or which may become due to the Service Provider under this Agreement.

20. INDEMNITY

20.1 Without prejudice to any other rights or remedies available to the Authority, subject to Clause 20.2 and Clause 20.3, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless each of the Authority and all other members of the Authority Group (including their respective employees, sub-contractors and agents) ("**the Indemnified Party**") against all Losses which the Indemnified Party incurs or suffers as a consequence of any breach of the following Clauses:

20.1.1 Clause 22 (The Authority's Data);

20.1.2 Clause 24 (Privacy and Data Protection); and

20.1.3 Clause 26 (Freedom of Information and Transparency).

20.2 The Service Provider is not responsible for and shall not indemnify the Authority for any Losses to the extent that such Losses are caused by any breach or negligent performance of any of its obligations under the Agreement or Contract by the Authority or any other member of the Authority Group including by any of their respective employees, agents or sub-contractors.

20.3 In respect of indemnities under this Agreement, the party seeking to rely on an indemnity clause (the “Indemnified Party”) shall:

20.3.1 promptly and fully notify the other party (the “Indemnifying Party”) of any third-party claim in respect of which it wishes to rely on the indemnity (a “Claim”);

20.3.2 mitigate its losses in respect of such Claim; and

20.3.3 not, without prior consultation with the Indemnifying Party, make any admission relating to the Claim or attempt to settle it.

20.4 In respect of the indemnity in Clause 0 and the indemnity at CA8.1.2 of Schedule 2, in addition to the obligations in Clause 20.3 above the Indemnified Party shall:

20.4.1 allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, which is not to be unreasonably withheld; and

20.4.2 provide the Indemnifying Party with any reasonable assistance regarding the Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's reasonable costs so incurred.

20A LIMITATIONS OF LIABILITY

20A.1 Neither party excludes or limits its liability to the other party in respect of:

20A.1.1 the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;

20A.1.2 death or personal injury resulting from negligence;

20A.1.3 fraud (including fraudulent misrepresentation);

20A.1.4 claims pursuant to Clause 15 (Corrupt Gifts and Payment of Commission); or

20A.1.5 any other liability which, by law, it cannot exclude or limit.

20A.2 The Authority does not exclude or limit its liability for the payment of Charges.

20A.3 Subject to Clauses 20A.1 and 20A.2, each party limits its liability in aggregate under this Agreement and all Contracts, whether such liability arises in contract, tort (including without limitation negligence) or otherwise, as follows:

20A.3.1 the maximum aggregate liability of the Service Provider for all claims pursuant to Clause 24 (Privacy and Data Protection) shall not in aggregate exceed the sum of £20,000,000 (twenty million pounds sterling);

20A.3.2 the maximum aggregate liability of the Service Provider for all claims pursuant to Clause 10 (Service Provider's Personnel) and Schedule 10 (Transfer of Employees), Clause 22 (The Authority's Data), Clause 23 (Intellectual Property Rights), Clause 25 (Confidentiality and Announcements), Clause 26 (Freedom of Information and Transparency), the indemnities under Clauses 20.1 and CA8.1.2 of Schedule 2 shall not in aggregate exceed the sum of £10,000,000 (ten million pounds sterling);

20A.3.3 except for liabilities under sub-clause 20A.3.1 and 20A.3.2 above, in respect of each Year, the maximum liability of each party for all other claims under this Agreement and all Contracts shall not in aggregate exceed a sum equal to twice the Charges paid or payable by all Authorities (excluding Net Media Costs) in the Year in which such liability arose; and

20A.3.4 neither party shall be liable for consequential or indirect Losses, even if such party has been advised of the possibility of such loss or damage.

20A.4 The provisions of this clause shall survive the termination or expiry of this Agreement.

21 INSURANCE

21.1 The Service Provider will at its sole cost maintain each of the insurances listed below to cover the Services and all of the Service Provider's potential liabilities and obligations under the provisions of this Agreement including but not limited to defamation allegations/suits and allegations/suits of breach of copyright or other Right ("**the Insurances**") and will ensure that such public liability insurance policy includes an indemnity to principal clause:

21.1.1 motor insurance cover in such amount as required by law;

21.1.2 employer's liability in the sum of not less than £5 million per claim;

21.1.3 public liability in the sum of not less than £10 million per claim to cover injury and loss to third parties;

21.1.4 insurance to cover the loss or damage to any item related to the Services;

- 21.1.5 product liability in the sum of not less than £10 million per claim; and
- 21.1.6 professional indemnity in the sum of not less than £5 million per claim or, where professional indemnity insurance is not available, a “financial loss” extension in the sum of not less than £5 million per claim to the product liability insurance referred to in Clause 21.1.5 or, if applicable, the public liability insurance referred to in Clause 21.1.3. Any professional indemnity insurance or “financial loss” extension shall be renewed for a period of 6 years (or such other period as the Authority may stipulate) following the expiry or termination of the Agreement or relevant Contract.
- 21.2 The insurance cover will be maintained with a reputable insurer.
- 21.3 The Service Provider will produce evidence to the Contracting Authority and or the Authority on reasonable request of the insurance policies set out in Clause 21.1 and payment of all premiums due on each policy.
- 21.4 The Service Provider warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 21.1 being or becoming void, voidable or unenforceable.
- 21.5 In the event that any of the Insurances are cancelled or not renewed, the Service Provider shall immediately notify the Authority and shall at its own cost arrange alternative Insurances with a reputable insurer.
- 21.6 The Service Provider shall not compromise or waive any claim which the Service Provider may have under the above insurances without the prior written consent of the Authority.

22 THE AUTHORITY’S DATA

- 22.1 The Service Provider acknowledges the Authority’s ownership of Intellectual Property Rights which may subsist in the Authority’s data. The Service Provider shall not delete or remove any copyright notices contained within or relating to the Authority’s data.
- 22.2 The Service Provider and the Authority shall each take reasonable precautions (having regard to the nature of their other respective obligations under this Agreement) to preserve the integrity of the Authority’s data and to prevent any corruption or loss of the Authority’s data.

23 INTELLECTUAL PROPERTY RIGHTS

- 23.1 Nothing in this Agreement shall affect the ownership of Intellectual Property Rights of a Party prior to the date of this Agreement, or that a Party obtains ownership of separate and apart from the performance of Services under this Agreement.
- 23.2 The Service Provider hereby assigns with full title guarantee to the Authority all Intellectual Property Rights in the Products provided that such Products shall not include (a) “Background Materials” (meaning any materials which are not

specifically created for use by the Authority including without limitation software, methodologies and know-how); and (b) materials which are licensed from third parties ("Third Party Materials").

- 23.3 The Service Provider shall provide the Authority with a perpetual, irrevocable, royalty-free, non-exclusive and transferable licence free of charge to use the Background Materials and all materials incorporated in the creation of the Products and required in connection with the use of the Products. Where Third Party Materials are used in the Products the Service Provider shall at the Authority's cost procure a licence to use such Third Party Materials for the benefit of the Authority upon the Authority's written approval of the terms and cost of such licence and the Authority shall comply with the terms of any such third party licence.
- 23.4 Unless otherwise agreed in writing, the Service Provider shall have no right (save where expressly permitted under the Contract or with the Authority's prior written consent) to use any trademarks, trade names, logos or other Intellectual Property Rights of the Authority.
- 23.5 The Service Provider shall ensure that all royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used in connection with the Contract have been paid and are included within the Charges.

23A. Ownership and Custody of Property

- 23A.1 The Service Provider will keep in its care all Property. The Service Provider will mark or otherwise identify the Property as being the property of the Authority and will be responsible for its safekeeping. The Service Provider will not, however, be obliged to recover typesetting, colour separations, printing plates and the like from media and suppliers once the Service Provider has parted with them.
- 23A.2 The Service Provider shall not be entitled to destroy Property without the Authority's prior written consent, except that if after 12 months from the Property coming into its possession the Service Provider gives written notice to the Authority that it no longer requires the Property and the Authority does not respond within 30 days from the date of the notice, the Service Provider shall be entitled to return the Property to the Authority, delivery to be to the Authority's offices at the address shown at the beginning of this Agreement.

24 PRIVACY, DATA PROTECTION AND CYBER SECURITY

- 24.1 The Service Provider shall comply with all of its obligations under Data Protection Legislation and, if Processing Personal Data on behalf of the Authority, shall only carry out such Processing for the purposes of providing the Services in accordance with Schedule 3 to a Contract.
- 24.2 The Service Provider must follow the 10 Steps to Cyber Security issued by the National Cyber Security Centre.

25 CONFIDENTIALITY AND ANNOUNCEMENTS

25.1 Subject to Clause 26, the Service Provider will keep confidential:

25.1.1 the terms of this Agreement and all Contracts;

25.1.2 any and all Confidential Information that it may acquire in relation to the Authority; and

25.1.3 all the marketing and sales information and statistics relating to the Authority's and/or any member of the Authority Group's business with which the Authority may supply the Service Provider in the course of any work undertaken in accordance with this Agreement

25.2 The Service Provider will not use the Confidential Information for any purpose other than to perform its obligations under this Agreement and any Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 25.1.

25.3 The obligations on the Service Provider set out in Clause 25.1 will not apply to any Confidential Information which:

25.3.1 either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 25); or

25.3.2 a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or

25.3.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agent and sub-contractors.

25.4 The Service Provider shall keep secure all materials containing any information in relation to the Agreement or to any Contract and its performance.

25.5 The Service Provider shall not communicate with representatives of the general or technical press, radio, television, social media or other communications media in relation to the existence of the Agreement or any Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the Agreement or any Contract unless specifically granted permission to do so in writing by the Authority. The Authority shall have the right to approve any announcement and the content of such announcement before it is made.

25.6 The provisions of this Clause 25 will survive any termination of this Agreement or Contract for a period of 6 years from termination.

25.7 Without prejudice to Clause 26 (Freedom Of Information and Transparency) and to the requirements of the Public Contracts Regulations 2015, the confidentiality obligations of the Service Provider set out in Clauses 25.1 and 25.3 shall apply mutatis mutandis to the Authority, and without limiting the generality of the

foregoing, the Service Provider's rates, media pricing and methodologies (including methodologies relating to media planning, staffing plans, and strategic recommendations) shall be deemed the "Confidential Information" of the Service Provider, provided always that such information may be subject to disclosure under clause 26.

26 FREEDOM OF INFORMATION AND TRANSPARENCY

26.1 For the purposes of this Clause 26:

26.1.1 **"FOI Legislation"** means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them; and any guidance or statutory codes of practice issued by the Information Commissioner, the Ministry for Justice, or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

26.1.2 **"Information"** means information recorded in any form held by the Authority or by the Service Provider on behalf of the Authority; and

26.1.3 **"Information Access Request"** means a request for any Information under the FOI Legislation.

26.2 The Service Provider acknowledges that the Authority:

26.2.1 is subject to the FOI Legislation and agrees to assist and co-operate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and

26.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.

26.3 Without prejudice to the generality of Clause 26.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:

26.3.1 transfer to the Procurement Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Access Request relevant to this Agreement or a Contract, the Services or any member of the Authority Group that it or they (as the case may be) receive as soon as practicable and in any event within two (2) Business Days of receiving such Information Access Request; and

26.3.2 in relation to Information held by the Service Provider on behalf of the Authority, provide the Authority with details about and/or copies of all such Information that the Authority requests and such details and/or copies shall be provided within two (2) Business Days of a request from the Authority (or such other period as the Authority may reasonably specify), and in such forms as the Authority may reasonably specify.

26.4 The Authority shall be responsible for determining whether Information is exempt information under the FOI Legislation and for determining what Information will

be disclosed in response to an Information Access Request in accordance with the FOI Legislation.

- 26.5 The Service Provider shall not itself respond to any person making an Information Access Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.
- 26.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 25.1 and Clause 26, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.
- 26.7 The Authority may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation.
- 26.8 The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant to Clause 26.6. The Authority shall make the final decision regarding publication and/or redaction of the Contract Information.

27 DISPUTE RESOLUTION

- 27.1 The Authority and the Service Provider shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to this Agreement or any relevant Contract ("**Dispute**") before resorting to litigation.
- 27.2 If the Dispute is not settled through discussion between the Procurement Manager and a representative of the Service Provider within a period of seven (7) Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) ("**Senior Personnel**") of each of the Parties for resolution.
- 27.3 If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, the Parties shall attempt in good faith to resolve the Dispute through entry into a structured mediation or negotiation with the assistance of a mediator. Either Party may give notice to the other Party ("**Notice**") to commence such process and the Notice shall identify one or more proposed mediators.
- 27.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution ("**CEDR**") in London to appoint a mediator. The costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.
- 27.5 Where a dispute is referred to mediation under Clause 27.3, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.

- 27.6 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties' authorised representatives, shall be final and binding on the Parties.
- 27.7 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 40.
- 27.8 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 27.
- 27.9 Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 27 and Clause 27 shall not apply in respect of any circumstances where such remedies are sought.

28 BREACH AND TERMINATION OF AGREEMENT

- 28.1 Without prejudice to the Authority's right to terminate at common law, the Contracting Authority may terminate this Agreement and the Contracting Authority or the Authority may terminate any current Contract immediately upon giving notice to the Service Provider if:
- 28.1.1 in addition and without prejudice to Clauses 28.1.2 to 28.1.6 (inclusive), the Service Provider has committed any material or persistent breach of this Agreement (in the case of the Contracting Authority) or Contract (in the case of the Contracting Authority and or the Authority) and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as may be reasonably specified in writing by the Authority) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied; or
 - 28.1.2 the Service Provider is subject to an Insolvency Event; or
 - 28.1.3 in the event that there is a change of ownership referred to in clause 11.3 or the Service Provider is in breach of Clause 11.3; or
 - 28.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 12; or
 - 28.1.5 the Service Provider or any of its officers, employees or agents commits any act of bribery described in the Bribery Act 2010; or
 - 28.1.6 the Service Provider commits any of the money laundering related offences listed in the Public Contracts Regulations 2015.
- 28.2 Without prejudice to any of the Contracting Authority's and/or the Authority's other rights, powers or remedies (whether under this Agreement or otherwise) if the Service Provider is in breach of any of its warranties and/or obligations under

Clause 8 and/or any of its other obligations in respect of the Services under this Agreement or Contract, the Service Provider shall, if required to do so by the Contracting Authority's and/or Authority, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and/or obligations. Nothing in this Clause 28.2 shall prevent the Contracting Authority and/or Authority from procuring the provision of any Services or any remedial action in respect of any Services from an alternative service provider and, where the Contracting Authority and/or Authority so procures any Services or any remedial action, the Contracting Authority and/or Authority shall be entitled to recover from the Service Provider all additional cost, loss and expense incurred by the Contracting Authority and/or Authority and attributable to the Contracting Authority and/or Authority procuring such Services or remedial action from such alternative contractor.

- 28.3 Neither Party shall be deemed to be in breach of the relevant Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the relevant Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than 8 weeks from the date on which that Force Majeure Event first arose and is having a material adverse effect on either Party's performance of its obligations under the relevant Contract (**"the Affected Party"**) then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event (**"Innocent Party"**) may terminate the Contract immediately upon giving notice to the Affected Party. If the Contract is terminated in accordance with this Clause 28.3 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Innocent Party by reason of such termination.
- 28.4 Without prejudice to the Contracting Authority's right to terminate this Agreement or Contracting Authority and/or Authority to terminate the relevant Contract under Clause 28.1 or to terminate at common law, the Authority may terminate this Agreement or the Contracting Authority and/or Authority relevant the Contract at any time without cause subject to giving the Service Provider written notice of the period specified in Schedule 1, provided that this Clause 28.4 may be disapplied by notice to that effect in Schedule 1.
- 28.5 Without prejudice to the Authority's right to terminate the Contract under Clauses 28.1, 28.4 or at common law, the Authority may terminate the Contract at any time following a Declaration of Ineffectiveness in accordance with the provisions of Clause 30.
- 28.6 To the extent that the Contracting Authority has a right to terminate this Agreement or the Contracting Authority and/or Authority the relevant Contract under this Clause 28 then, as an alternative to termination, the Authority may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from the date specified in the Authority's notice (**"Change Date"**) whereupon the provision of the remainder of the Services will cease and the definition of "the Services" shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Contracting Authority's and/or the Authority's opinion

a proportionate adjustment would not be reasonable in such manner, the adjustment to Charges shall be as agreed between the Parties acting reasonably and in good faith at all times.

28.7 The Service Provider may terminate any current Contract immediately upon giving notice to the Authority if:

28.7.1 the Authority which is a party to such Contract has committed any material breach of this Agreement or such Contract and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as may be reasonably agreed between the Parties in writing) from the date of written notice to the Authority giving details of the breach and requiring it to be remedied; or

28.7.2 the Authority is subject to an Insolvency Event.

29 CONSEQUENCES OF TERMINATION OR EXPIRY

29.1 Notwithstanding the provisions of Clause 25, wherever the Authority chooses to put out to tender for a replacement service provider some or all of the Services, the Service Provider shall disclose to tenderers such information concerning the Services as the Authority may require for the purposes of such tender and shall also comply with all requirements as are set out at Schedule 9. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require. Notwithstanding the foregoing, the Service Provider shall not be required to disclose information pursuant to this Clause 29.1 which is Confidential Information of the Service Provider (as defined in Clause 25.7 above).

29.2 The termination or expiry of this Agreement shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.

29.3 Termination of a Contract in accordance with the terms of this Framework by either party shall not serve to terminate this Framework which shall continue in full force and effect.

29.4 Upon expiry or termination of this Agreement or relevant Contract (howsoever caused):

29.4.1 the Service Provider shall, at no further cost to the Authority:

29.4.1.1 take all such steps as shall be necessary to agree with the Authority a plan for the orderly handover of Services to the Authority (or its nominee), such that the Services can be carried on with the minimum of interruption and inconvenience to the Authority and to effect such handover and for the avoidance of doubt the physical costs of such handover shall be borne by the Service Provider;

29.4.1.2 forward to the Authority all or part (as requested) of any material which has been conceived, developed, promoted or acquired by the Service Provider during the continuance of this Agreement. If any such material is in the hands of a third party, the Service Provider shall ensure that such material is returned to the Authority forthwith; and

29.4.1.3 on receipt of the Authority's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks.

29.4.1.4 provide AVB declarations and return AVBs to the Authority in accordance with the terms of this Framework for all periods in which the Authority's spend contributes, including all periods post termination.

29.4.2 the Authority shall (subject to Clauses 19, 29.1 and 29.4 and the provisions of any security for due performance supplied by the Service Provider) pay the Service Provider any Charges remaining due in relation to any Services properly performed in accordance with the relevant Contract up to the date of termination or expiry calculated so far as is possible in accordance with the rules set out in the Contract or otherwise reasonably determined by the Authority.

29.5 On termination of this Agreement and any relevant Contract under Clause 28.1 or a cessation of any Services under Clause 28.4 (but in the case of the latter only insofar as the right to cease any Services arises as a result of a right for the Authority to terminate under Clause 28.1), the Authority may enter into any agreement with any third party or parties as the Authority thinks fit to provide any or all of the Services and the Service Provider shall be liable for all additional expenditure reasonably incurred by the Authority in having such services carried out and all other costs and damages reasonably incurred by the Authority in consequence of such termination. The Authority may deduct such costs from the Charges or otherwise recover such costs from the Service Provider as a debt.

29.6 Notwithstanding sub-clause 29.4.1.2, 29.4.1.3 and CA9.1 of Schedule 2, the Service Provider shall not be required to delete or return data if: (a) it is required by applicable law/regulation to retain such data; (b) it is required to retain such data under Clause 18.1; (c) the Authority has no ownership rights in such data or materials; and/or (d) such data is contained in electronic backups made in the normal course of the Service Provider's business, provided that such backups are kept confidential in accordance with the terms of this Agreement.

30 DECLARATION OF INEFFECTIVENESS AND PUBLIC PROCUREMENT TERMINATION EVENT

30.1 In the event that a court makes a Declaration of Ineffectiveness, the Authority shall promptly notify the Service Provider. The Parties agree that the provisions of Clause 29 and Clauses 30.1 to 30.5 (inclusive) shall apply as from the date of receipt by the Service Provider of the

notification of the Declaration of Ineffectiveness. Where there is any conflict or discrepancy between the provisions of Clause 29 and Clauses 30.1 to 30.5 (inclusive) or the Cessation Plan, the provisions of Clauses 30.1 to 30.5 (inclusive) and the Cessation Plan shall prevail.

- 30.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness.
- 30.3 As from the date of receipt by the Service Provider of the notification of the Declaration of Ineffectiveness, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:
 - 30.3.1 an orderly and efficient cessation of the Services or (at the Authority's request) a transition of the Services to the Authority or such other entity as the Authority may specify; and
 - 30.3.2 minimal disruption or inconvenience to the Authority or to public passenger transport services or facilities, in accordance with the provisions of Clauses 30.1 to 30.5 (inclusive) and to give effect to the terms of the Declaration of Ineffectiveness.
- 30.4 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.
- 30.5 The Authority shall pay the Services Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Agreement or as otherwise reasonably determined by the Authority. Provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Agreement pursuant to Clauses 30.1 to 30.5 (inclusive).
- 30.6 Without prejudice to the Authority's rights of termination implied into the Contract by regulation 73(3) of the Public Contracts Regulations 2015 or any equivalent provisions in regulations implementing the EU Utilities Directive 2014/25, in the event of a Public Procurement Termination Event, the Authority shall promptly notify the Service Provider and the Parties agree that this Clause 30.6 to 30.10 (inclusive) shall apply as from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event. If there is any conflict or discrepancy between the provisions of Clause 29 and these Clauses 30.6 to 30.10 or the Cessation Plan, the provisions of these Clauses 30.6 to 30.10 and the Cessation Plan shall prevail.

- 30.7 The Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Public Procurement Termination Event.
- 30.8 As from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:
- 30.8.1 an orderly and efficient cessation or (at the Authority's election) a transition to the Authority or such other entity as the Authority may specify of: (i) the Services; or (at Authority's election), (ii) the part of the Services which are affected by the Public Procurement Termination Event; and
- 30.8.2 minimal disruption or inconvenience to the Authority or to public passenger transport services or facilities, in accordance with the provisions of this Clause 30.6 to 30.10 (inclusive) and to give effect to the terms of the Public Procurement Termination Event.
- 30.9 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.
- 30.10 The Authority shall pay the Service Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Agreement or as otherwise reasonably determined by the Authority, provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Agreement pursuant to this Clause 30.6 to 30.10 (inclusive).

31 SURVIVAL

The provisions of Clauses 1, 6, 7, 8, 11.2.2, 11.2.3, 13.1.1, 13.1.2, 13.1.5, 13.2, 16, 18-22 (inclusive), 23.2, 23.5, 25-27 (inclusive), 29-32 (inclusive), 34-44 (inclusive) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of this Agreement. In addition, any other provision of this Agreement which by its nature or implication is required to survive the termination or expiry of this Agreement or relevant Contract shall do so.

32 RIGHTS OF THIRD PARTIES

- 32.1 Save that any member of the Authority Group has the right to enforce the terms of this Agreement or any relevant Contract in accordance with the Contracts (Rights of Third Parties) Act 1999 ("Third Party Act"), the Parties do not intend

that any of the terms of this Agreement or any relevant Contract will be enforceable by virtue of the Third Party Act by any person not a party to it.

- 33.2 Notwithstanding Clause 32.1, the Parties are entitled to vary or rescind this Agreement or any relevant Contract without the consent of any or all members of the Authority Group.

33 CONTRACT VARIATION

- 33.1 Save where the Authority may require an amendment to the Services, this Agreement or any relevant Contract may only be varied or amended with the written agreement of both Parties. The details of any variations or amendments shall be set out in such form as the Authority may dictate, including that a variation to a Contract may be in the form of a Contact Report provided that the Authority has so requested, and which may be substantially in the form set out in Schedule 8 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

34 NOVATION

- 34.1 The Contracting Authority may novate or otherwise transfer this Agreement and the Contracting Authority and/or Authority any relevant Contracts (in whole or in part).
- 34.2 Within ten (10) Business Days of a written request from the Contracting Authority and/or Authority, the Service Provider shall at its expense execute such agreement as the Contracting Authority and/or Authority may reasonably require to give effect to any such transfer all or part of its rights and obligations under this Agreement and any relevant Contract to one or more persons nominated by the Contracting Authority and/or Authority.
- 34.3 Subject to Clause 11, this Agreement is personal to the Service Provider who shall not assign the benefit or delegate the burden of this Agreement or otherwise transfer any right or obligation under this Agreement without the prior written consent of the Contracting Authority.

35 NON-WAIVER OF RIGHTS

No waiver of any of the provisions of this Agreement or any relevant Contract is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 37. The single or partial exercise of any right, power or remedy under this Agreement shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

36 ILLEGALITY AND SEVERABILITY

If any provision of this Agreement (in whole or in part) is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from this Agreement and the remaining provisions shall continue in full force and effect as if this Agreement had been executed

without the invalid, illegal, or unenforceable provision. In the event that in the Authority's reasonable opinion such a provision is so fundamental as to prevent the accomplishment of the purpose of this Agreement, the Authority and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

37 NOTICES

Any notice, demand or communication in connection with this Agreement will be in writing and may be delivered by hand or post addressed to the recipient at its registered office, the address stated in Schedule 1 or any other address notified to the other party in writing in accordance with this Clause as an address to which notices, invoices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served:

- (a) if delivered by hand, at the time of delivery; or
- (b) if delivered by post, two (2) Business Days after being posted or in the case of Airmail 14 Business days after being posted.

38 ENTIRE AGREEMENT

38.1 Subject to Clause 38.2:

38.1.1 this Agreement and any relevant Contract and all documents referred to in this Agreement and any relevant Contract, contain all of the terms which the Parties have agreed relating to the subject matter of this Agreement and such documents and supersede and extinguish any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Services. Neither Party has been induced to enter into this Agreement by a statement which it does not contain; and

38.1.2 and without prejudice to the Service Provider's obligations under this Agreement, the Service Provider is responsible for and shall make no claim against the Authority in respect of any misunderstanding affecting the basis of the Service Provider's tender in respect of this Agreement or any incorrect or incomplete information howsoever obtained.

38.2 Nothing in this Clause 38 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

39 RELATIONSHIP OF THE PARTIES

Nothing in this Agreement or any Contract constitutes, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided in this Agreement and any Contract, neither Party shall be deemed to be the agent of the other, nor shall either Party hold itself out as the agent of the other.

40 FURTHER ASSURANCE

Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of this Agreement and any relevant Contract.

41 GOVERNING LAW

The Agreement shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 27, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement provided that the Authority has the right in its absolute discretion to enforce a judgment and/or to take proceedings in any other jurisdiction in which the Service Provider is incorporated or in which any assets of the Service Provider may be situated. The Parties agree irrevocably to submit to that jurisdiction.

THIS AGREEMENT has been signed for and on behalf of the Parties the day and year written above.

Signed for and on)
behalf of the)
Contracting Authority) 



Signed for and on)
behalf of the)
Service Provider) 



SCHEDULE 1 - KEY AGREEMENT INFORMATION

1. **Agreement Reference Number:** GLA 82034
- 2 **Name of Service Provider:** Wavemaker Limited

3 **Agreement Commencement Date: 1 January 2023**

Media Plans or channels within Media Plans booked before 17 February 2023 will be subject to a separate earlier agreement between parties. Media Plans in development or channels within Media Plans that have not been booked by 17 February 2023 will be covered by this Agreement.

- 4 **Term:** Two Years from the Agreement Commencement Date, with an option to extend for a further two Years in one Year increments at the Contracting Authority's sole discretion and the Contracting Authority giving notice in accordance with clause 4.2.

5 **Details of the Procurement Manager**

Name: [REDACTED]
Address: [REDACTED]
Tel : [REDACTED]
Email: [REDACTED]

6 Service Provider's Key Personnel:

As set out below, unless otherwise agreed in the relevant Contract:

Contact name	Contact Details	Job Title
Where TfL is the Authority:		
[REDACTED]		[REDACTED]
The person who fills this role in		[REDACTED]
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]
Where GLA is the Authority:		
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]
Where London & Partners is the Authority:		
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]
For all other Functional Bodies:		
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]

7 Notice period in accordance with Clause 28.4 (termination without cause):

180 days

8 Address for service of notices and other documents in accordance with Clause 37:

For the Authority:

Authority Name and Address	For the attention of:
GLA City Hall, Kamal Churchie Way, London E16 1ZE	
TfL 5 Endeavour Square, Stratford, London E20 1JN	
London Legacy Development Corporation Level 9, 5 Endeavour Square, London E20 1JN	
London Fire Brigade 169 Union St, London SE1 0LL	
Mayor's Office for Policing and Crime 169 Union St, London SE1 0LL	
Old Oak & Park Royal Development Corporation City Hall, Kamal Churchie Way, London E16 1ZE	
London & Partners 169 Union Street, London SE1 0LL	

For the Service Provider:

Wavemaker, Sea Containers 18 Upper
Ground, London, SE1 9ET

For the attention of:

With a copy to the Legal Counsel at the
same address for notices under: (i) clauses
14B.4 (London Living Wage), (20.3

(Indemnity), 28 (Breach and Termination of the Agreement), 30 (Declaration of Ineffectiveness and Public Procurement Termination Event); (ii) Section 2 – Special Conditions applying to the London Fire Brigade paragraph 4.3 of Schedule 2 Part B – Special Conditions; and (iii) paragraph A1.8.4 of Schedule 3 (to a Contract) – Special Conditions of Contract.

SCHEDULE 2 - SPECIAL CONDITIONS OF AGREEMENT

PART A – SPECIAL CONDITIONS APPLYING TO ALL CONTRACTS

A18 TRANSFER OF EMPLOYEES TO SERVICE PROVIDER – NOT USED

A19 TRANSFER OF EMPLOYEES ON EXPIRY OR TERMINATION

A19.1 The Service Provider will promptly provide (and procure that its Sub-Contractors provide) when requested by the Authority (but not more than twice in any 12 month period) and not more than 7 days after the date of any notice to terminate this Contract given by either Party, the following information to the Authority:

A19.1.1 an anonymised list of current Service Provider's Personnel and employees and workers of its Sub-Contractors who are wholly or mainly engaged in the provision of the Services (each identified as such in the list) stating job title and approximate percentage of time spent working on the Services only (the "**Staff List**");

A19.1.2 to the extent permitted by law, such of the information specified in Appendix 1 to this Clause A19 as is reasonably requested by the Authority in respect of each individual included on the Staff List;

A19.1.3 in the situation where notice to terminate this Contract has been given, an anonymised list of any persons who are materially engaged or have been materially engaged during the preceding six months for more than 40% of their working time in the provision of the Services, whom the Service Provider considers will not transfer under TUPE for any reason whatsoever together with details of their role and the reasons why the Service Provider thinks such persons will not transfer,

such information together being the "**Staffing Information**".

A19.2 During the Relevant Period, if so requested by the Authority, the Service Provider will notify the Authority as soon as practicable and in any event within 5 days of the Service Provider becoming aware of any additional or new Staffing Information and any material changes to any Staffing Information already provided.

A19.3 The Service Provider warrants to the Authority that any Staffing Information which it supplies (including any copies of it) is complete and accurate in all respects and will be kept complete and accurate.

- A19.4 Subject to Clause A19.5, the Service Provider will provide the Authority with a final Staff List (the “**Final Staff List**”) and Staffing Information relating to persons on that list not less than 28 days before the Further Transfer Date.
- A19.5 If the Contract is terminated by the Service Provider in accordance with Clause 28.7 or by the Authority in accordance with Clause 28.1, 28.2, 28.4 or 28.5 then the Final Staff List will be provided by the Service Provider to the Authority as soon as practicable and no later than 14 days after the date of termination of the Contract.
- A19.6 The Service Provider warrants that as at the Further Transfer Date:
- A19.6.1 the Final Staff List and the Staffing Information relating to persons on that list will be complete and accurate;
 - A19.6.2 the Final Staff List will identify all actual and potential Re-Transferring Personnel; and
 - A19.6.3 it will have disclosed all terms and conditions of employment or engagement and other Staffing Information relating to the Re-Transferring Personnel to the Authority.
- A19.7 During the Relevant Period the Service Provider will not and will procure that its Sub-Contractors do not without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed):
- A19.7.1 terminate or give notice to terminate the employment or engagement or replace the persons listed on the most recent Staff List or any Re-Transferring Personnel (save for any termination for gross misconduct, provided that the Authority is informed promptly of such termination);
 - A19.7.2 deploy or assign any other person to perform the Services who is not included on the most recent Staff List other than temporarily and in the ordinary course of business;
 - A19.7.3 make, propose or permit any changes to the terms and conditions of employment or engagement of any persons listed on the most recent Staff List or any Re-Transferring Personnel (other than in the ordinary course of business, including the annual pay review (except for any pay increase which is greater than the Consumer Price Index (CPI) rate of inflation at the relevant time plus 5%);
 - A19.7.4 increase to any significant degree the proportion of working time spent on the Services by any of the Service Provider’s Personnel other than temporarily and in the ordinary course of business; or
 - A19.7.5 introduce any new contractual or customary practice (including for the avoidance of doubt any payments on termination of

employment) applicable to any person listed on the most recent Staff List or any Re-Transferring Personnel.

- A19.8 The Service Provider will promptly notify the Authority of any notice of resignation received from any person listed on the most recent Staff List or the Final Staff List (if any) during the Relevant Period regardless of when such notice takes effect.
- A19.9 The Service Provider agrees that the Authority will be permitted to disclose an agreed aggregated summary of the information provided to it under this **Clause A19** in anonymised form to any person who has been invited to tender for the provision of the Services (or similar services) and to any third party engaged by the Authority to review the delivery of the Services and to any Replacement Service Provider.
- A19.10 If TUPE applies on the expiry or termination of the Contract, or on the appointment of a Replacement Service Provider, the following will apply:
- A19.10.1 The contracts of employment of the Re-Transferring Personnel will have effect from the Further Transfer Date as if originally made between the Re-Transferring Personnel and the Authority or Replacement Service Provider (or its Sub-Contractor) (as appropriate) (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be treated in accordance with the provisions of the Pensions Act 2004 and the Transfer of Employment (Pensions Protection) Regulations 2005).
- A19.10.2 During the Relevant Period the Service Provider will (to the extent permitted by law):
- A19.10.2.1 provide the Authority or Replacement Service Provider (as appropriate) with access to such employment and payroll records as the Authority or Replacement Service Provider (as appropriate) may reasonably require to put in place the administrative arrangements for the transfer of the contracts of employment of the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate);
- A19.10.2.2 allow the Authority or Replacement Service Provider (as appropriate) to have copies of any of those employment and payroll records;
- A19.10.2.3 provide all original employment records relating to the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate); and

A19.10.2.4 co-operate with the Authority and any Replacement Service Provider in the orderly management of the transfer of employment of the Re-Transferring Personnel.

If the Re-Transferring Personnel are employed or engaged by Sub-Contractors, the Service Provider will procure such Sub-Contractors provide the Authority or Replacement Service Provider (as appropriate) with the same level of access, information and cooperation.

A19.10.3 The Service Provider agrees to notify the Authority and/or the Replacement Service Provider (as appropriate) if as at the Further Transfer Date any Re-Transferring Personnel to the Service Provider's knowledge:

A19.10.3.1 is under notice of termination;

A19.10.3.2 is on long-term sick leave;

A19.10.3.3 is on maternity, parental or adoption leave;

A19.10.3.4 has committed any serious security breach or engaged in any serious fraudulent activity or misconduct amounting to a breach of any regulations;

A19.10.3.5 is entitled or subject to any additional terms and conditions of employment other than those disclosed to the Authority or Replacement Service Provider (as appropriate);

A19.10.3.6 is or has been within the previous two years the subject of formal disciplinary proceedings;

A19.10.3.7 has received a written warning (other than a warning that has lapsed);

A19.10.3.8 has taken or been the subject of a grievance procedure within the previous two years; or

A19.10.3.9 has objected, or has indicated an intention to object, in accordance with TUPE to his or her employment transferring to the Authority or Replacement Service Provider (as appropriate) under TUPE.

A19.10.4 The Service Provider undertakes to each of the Authority and any Replacement Service Provider that it will (and will procure that its Sub-Contractors will):

- A19.10.4.1 continue to perform and observe all of its obligations under or in connection with the contracts of employment of the Re-Transferring Personnel and any collective agreements relating to the Re-Transferring Personnel up to the Further Transfer Date;
 - A19.10.4.2 pay to the Re-Transferring Personnel all Employment Costs to which they are entitled from the Service Provider or any Sub-Contractor which fall due in the period up to the Further Transfer Date;
 - A19.10.4.3 to pay to the Authority or the Replacement Service Provider (as appropriate) within 7 days of the Further Transfer Date any apportioned sum in respect of Employment Costs as set out in Clause A19.10.5; and
 - A19.10.4.4 to comply in all respects with its information and consultation obligations under TUPE and to provide to the Authority or Replacement Service Provider (as appropriate) such information as the Authority or Replacement Service Provider may request in order to verify such compliance.
- A19.10.5 The Parties agree that all Employment Costs in respect of the Re-Transferring Personnel will be allocated as follows:
- A19.10.5.1 the Service Provider will be responsible for any Employment Costs relating to the period up to the Further Transfer Date;
 - A19.10.5.2 the Authority or (where appointed) any Replacement Service Provider will be responsible for the Employment Costs relating to the period on and after the Further Transfer Date,
- and will if necessary be apportioned on a time basis (regardless of when such sums fall to be paid) except that there will be no apportionment in respect of the Re-Transferring Personnel's holiday entitlements.
- A19.10.6 The Service Provider will indemnify and keep indemnified the Authority from and against all Employment Liabilities which the Authority incurs or suffers arising directly or indirectly out of or in connection with:
- A19.10.6.1 any failure by the Service Provider to comply with its obligations under this **Clause A19.10**;

A19.10.6.2 any act or omission by or on behalf of the Service Provider (or its Sub-Contractors) in respect of the Re-Transferring Personnel whether occurring before on or after the Further Transfer Date (save where such act or omission is requested by the Authority and/or any Replacement Service Provider or is otherwise an act or omission of any person employed or engaged by the Authority for which the Authority is vicariously liable);

A19.10.6.3 any failure by the Service Provider (or its Sub-Contractors) to comply with Regulation 13 of TUPE (except to the extent that such failure arises from a failure by the Authority or the Replacement Service Provider to comply with Regulation 13 of TUPE);

A19.10.6.4 any claim or demand by HMRC or any other statutory authority in respect of any financial obligation including but not limited to PAYE and national insurance contributions in relation to any Re-Transferring Personnel to the extent that such claim or demand relates to the period from the Agreement Commencement Date to the Further Transfer Date;

A19.10.6.5 any claim or demand or other action taken against the Authority or any Replacement Service Provider by any person employed or engaged by the Service Provider (or its Sub-Contractors) (other than Re-Transferring Personnel included on the Final Staff List) who claims (whether correctly or not) that the Authority or Replacement Service Provider has inherited any liability from the Service Provider (or its Sub-Contractors) in respect of them by virtue of TUPE.

A19.11 If TUPE does not apply on the expiry or termination of the Contract, the Service Provider will remain responsible for the Service Provider Personnel and will indemnify and keep indemnified the Authority against all Employment Liabilities which the Authority incurs or suffers arising directly or indirectly out of or in connection with the employment or termination of employment of any of the Service Provider Personnel or former Service Provider Personnel other than any Employment Liabilities arising as a result of any act of discrimination against any Service Provider Personnel by the Authority or any person employed by the Authority or any act of detriment by the Authority or any person employed by the Authority against any Service Provider Personnel as a result of having made a protected disclosure (as defined in the Employment Rights Act 1996) about the Authority.

A19.12 The Service Provider will procure that whenever the Authority so requires on reasonable notice at any time during the continuance in force of this Contract

and for 2 years following the date of expiry or earlier termination of the Contract the Authority will be given reasonable access to and be allowed to consult with any person, consultant or employee who, at that time:

A19.12.1 is still an employee or sub-contractor of the Service Provider or any of the Service Provider's associated companies; and

A19.12.2 was at any time employed or engaged by the Service Provider in order to provide the Services to the Authority under this Contract,

and such access and consultation will be provided on the first occasion free of charge and thereafter be charged at reasonable rates for the time spent by the Service Provider and/or its employees or Sub-Contractors on such consultation. The Service Provider will use reasonable endeavours to procure that such persons co-operate with the Authority's requests.

A19.13 The Authority will indemnify and keep indemnified the Service Provider (and its Sub-Contractors) from and against all Employment Liabilities which the Service Provider (or its Sub-Contractors) incur or suffer arising out of or in connection with:

A19.13.1 any failure by the Authority to comply with Regulation 13 of TUPE in a timely and proper manner;

A19.13.2 any claim brought or other action taken by or on behalf of any of the Re-Transferring Personnel which arises from or in connection with (directly or indirectly) any act or omission or communication made to the Re-Transferring Personnel by the Authority before the Further Transfer Date;

A19.13.3 the employment or termination of employment by the Authority of any Re-Transferring Personnel on or after the Further Transfer Date;

A19.13.4 any actual or proposed changes by the Authority to the terms and conditions of employment or working conditions of any of the Re-Transferring Personnel which are or are alleged to be to the detriment of any of the Re-Transferring Personnel,

and the Authority will procure that any Replacement Service Provider will provide an equivalent indemnity to the Service Provider (and its Sub-Contractors) wherein any reference to "the Authority" shall be replaced by a reference to "the Replacement Service Provider (or its Sub-Contractors).

APPENDIX 1 to CLAUSE A19
Information to be provided in respect of those on the Staff List

- [illegible]

A29 EQUALITY, DIVERSITY AND INCLUSION

A29.1 For the purposes of this Clause A29, unless the context indicates otherwise, the following expressions shall have the following meanings:

“EDI Action Plan”	means the strategic equality, diversity and inclusion action plan as negotiated and agreed by the Parties and attached to this Clause A29 at Appendix 2; and
“EDI Policy”	means a written policy setting out how a Service Provider will promote equality, diversity and inclusion;
“Equality Statement”	means a short written statement setting out how a Service Provider will embed equality, diversity and inclusion in its performance of the Contract; and
“Minimum Records”	means all information relating to the Service Provider’s performance of and compliance with Clause A29 and the adoption and implementation of an EDI Action Plan, by each subcontractor and, where applicable, subject to the provisions of Clause A29.3, indirect subcontractor, of the Service Provider.

EDI Policy

A29.2 From the Contract Commencement Date, the Service Provider shall provide the Authority with a copy of its EDI Policy. The Service Provider shall keep its EDI Policy under review for the duration of the Contract and shall provide the Authority with any such revised EDI Policy once available.

EDI Action Plan

A29.3 Where a contract has a contract value of over £5 million and for the duration of the Contract, the Service Provider shall comply with the agreed EDI Action Plan and shall procure that each of its subcontractors:

A29.3.1 adopts and implements; and

A29.3.2 in respect of indirect subcontractors, uses reasonable endeavours to procure that those indirect subcontractors adopt and implement, a strategic equality and diversity plan in respect of their respective employees engaged in the performance of the Contract which is at least as extensive in scope as that agreed with the Authority and set out in the EDI Action Plan.

Equality Statement

- A29.4 Where a Contract has a total value over £1 million, the Service Provider shall submit and keep under review an Equality Statement setting out how they will embed equality, diversity and inclusion in the performance of the Contract.

Monitoring and Reporting

For the purposes of this clause, “BAME”, “disabled”, “diversity” and “SMEs” have the meanings set out in Appendix 1 to this Clause A29.

- A29.5 Subject to Clause A29.3, the Service Provider shall use reasonable endeavours to provide the Authority on the date of this Contract and subsequently every 12 months from that date or such other frequency as the Authority may reasonably request, with the following information:

- A29.5.1 an annual report on performance and compliance with the equality, diversity and inclusion provisions as set out in Clause A29.3. The annual report should set out:

- (a) the performance of the Service Provider over the past 12 months in relation to the EDI Action Plan;
- (b) employee breakdown: the proportion of its employees engaged in the performance of the Contract to the extent reasonably possible, the employees of its subcontractors or indirect subcontractors engaged pursuant to the terms of the relevant subcontracts in the performance of the Contract who are:
 - of non-white British origin or who classify themselves as being non-white British;
 - female;
 - from the local community;
 - disabled;
- (c) expenditure breakdown: a statement broken down by activity and material type of how they have used and how much has been spent with:
 - Small and Medium Enterprises;
 - BAME businesses;

- Service Providers from other under-represented or protected groups;
- Service Providers demonstrating a diverse workforce composition.

A29.6 Progress and approval (where due) of actions will be monitored via four weekly (or as otherwise agreed) progress meetings with the Authority. The Service Provider shall provide a written update prior to the progress meetings and should request additional meetings (if necessary) with the Authority to discuss progress or seek sign-off for completed actions.

A29.7 The Service Provider shall ensure at all times that it complies with the requirements of the Data Protection Act 2018 in the collection and reporting of the information to the Authority pursuant to Clause A29.5.

EDI Audit

A29.8 On written request, and no more than once in any calendar year, the Service Provider shall provide a written declaration that it has complied with the terms of Clause A29.

Gender Neutral Language

A29.12 For the duration of the Contract, the Service Provider shall endeavour to employ gender-neutral language in all communications relating to the Contract, including but not limited to communications with job applicants, employees, apprentices, contractors, customers and members of the public. Gender-neutral language includes avoidance of male or female pronouns and male or female forms of job titles where unnecessary.

Appendix 1 to Clause A29 - Equality, Diversity and Inclusion Definitions

Definitions and terminology	Meaning
Accessibility	This term refers to the design of products, devices, services, or environments that is inclusive of disabled people.
Black Asian and Minority Ethnic (BAME) Groups	Ethnic groups who have a common experience of discrimination based on their skin colour or ethnic origin. Individuals may self-identify in different ways but BAME is the collective term used by TfL to describe people who may have this range of experiences.
Disability	Physical or mental impairment that has a 'substantial' and 'long-term' negative effect on a person's ability to do normal daily activities.
Diversity	Recognising, respecting and valuing a wide set of differences and understanding that an individual's opportunities are impacted by characteristics beyond those protected by legislation, e.g. class, family background, political views, union membership etc.
Equality	<p>Recognising and respecting differences, including different needs, to ensure that everyone:</p> <ul style="list-style-type: none"> can live their lives free from discrimination; knows their rights will be protected; and has what they need to succeed in life. <p>Equality is about ensuring equality of opportunity by tackling the barriers that some groups face and making London fairer by narrowing the social and economic divides that separate people. The characteristics protected by equality legislation are age, disability, gender, gender reassignment, ethnicity, pregnancy and maternity, religion and/or belief and sexual orientation.</p>
Equality Impact Assessments (EqIA)	As a public body, TfL is bound by the Public Sector Equality Duty (PSED) under the Equality Act 2010. An EqIA is a tool used to demonstrate that TfL has met its PSED duties. Like a risk assessment process, an EqIA is a process that helps TfL to make more inclusive decisions and to make sure that TfL's programmes, policies, projects and the way TfL designs, builds and operates services works well for TfL staff and customers.
Ethnicity	An individual's identification with a group sharing any or all of the following: country of origin, cultural origins or practice, language, nationality religion, skin colour.
Gender	The social differences between women and men that have been learned are changeable over time and have wide variations both within and between cultures. The term is often used to differentiate from 'sex', a term referring to biological differences. It is important to note that some people consider themselves to be 'gender fluid' (someone whose sense of

	their gender may vary) or 'gender non-binary' (someone who does not wish to be defined as male or female).
Gay	Refers to a man who has a romantic and/or sexual orientation towards men. Also a generic term for lesbian and gay sexuality - some women define themselves as gay rather than lesbian.
Inclusion	Removing barriers and taking steps to create equality, harness diversity and produce safe, welcoming communities and cultures that encourage innovative and fresh ways of thinking and allow people to speak up, especially to suggest where things could be done better.
Inclusive Design	Creating environments which everyone can use to access and benefit from the full range of opportunities available, confidently, independently, with choice and dignity, which avoids separation or segregation and is made up of places and spaces that acknowledge diversity and difference, meeting the needs of everyone in society.
Lesbian	Refers to a woman who has a romantic and/or sexual orientation towards women.
Neurodiverse	A concept where neurological differences are recognised and respected in the same way as any other human difference.
Non-Binary	An umbrella term for people whose gender identity is not comfortably expressed by 'man' or 'woman'. Non-binary identities are varied and can include people who identify with some aspects of binary identities, while others reject them entirely.
Pay gap	Difference between the average pay of two different groups of people, for example men and women, or groups from different ethnic backgrounds.
Sexual Orientation	A person's emotional, physical and/or sexual attraction, and the expression of that attraction.
Service Provider Diversity	<p>Diverse Service Providers are from one of the following five categories:</p> <p>1. Small and Medium Enterprises (SMEs).</p> <p>A small enterprise is a business which has both 0-49 full-time equivalent employees and either:</p> <ul style="list-style-type: none"> • turnover per annum of no more than £5.6 million net (or £6.72 million gross) in the last financial year; or • balance sheet total of no more than £2.8 million net (£3.36 million gross). <p>A medium enterprise is a business which has both 50-249 full-time equivalent employees and either;</p> <p>1 turnover per annum of no more than £22.8 million net (or £27.36 million gross) in the last financial year; or</p>

2 balance sheet total of no more than £11.4 million net (or £13.68 million gross).

A minority-led business is a business which is 51% or more owned by members of one or more BAME groups. Minority ethnic groups are all people including those who have classified themselves as members of ethnic groups other than 'white British'. The minority ethnic classification groups used by TfL for monitoring purposes are those taken from the census:

Ethnic group	Racial Origin
White British	Irish Any other White background
Mixed	White & Black Caribbean White & Black African White & Asian Any other Mixed background
Asian or Asian British	Indian Pakistani Bangladeshi Any other Asian background
Black or Black British	Caribbean African Any other Black background
Chinese or other Ethnic Group	Chinese Any other ethnic group

A Service Provider from an under-represented group which is 51% or more owned by members of one or more of the following groups (where not covered by previous definitions):

- women;
- disabled people;
- lesbians, gay men, bisexual people;
- trans people;
- older people (aged 60 or over); and
- younger people (aged 24 or under).

A Service Provider from a protected group is one which is 51% or more owned by members of a group for which protection is provided by anti-discriminatory legislation and which is not already covered by the above (such as religious, faith or belief groups or alternatively, ownership by a social enterprise or a voluntary/community organisation).

Service Providers demonstrating a diverse workforce composition are those with full time equivalent employees in the Service Provider's workforce who may be from one or

	more minority ethnic groups, and/or under-represented groups and/or protected groups as listed above.
Trans or transgender	Current terminology for people who do not want to live as the sex they were assigned at birth.
Young adults, children and young people	<p>Young adults are people aged 16 to 24, whether in education or employment.</p> <p>Children and young people can be further subdivided into:</p> <p>i) Young children – those that use the transport network escorted by parents or carers.</p> <p>ii) School children – those, usually aged between 11-16 at secondary school, that use the transport network independently or with members of their peer group.</p>

APPENDIX 2 to CLAUSE A29 – EDI Action Plan

[Insert agreed EDI Action Plan]

The specific example below is purely for illustrative purposes.

EDI Objective	Current position/ baseline	Action	Timing	Person responsible	Resources	KPIs
Recruit and retain a workforce reflective of the local area	From workforce diversity statistics					
Move all staff onto London Living Wage						
Collect and analyses diversity data						
Reduce gender pay gap						
Inclusive recruitment training for hiring managers						
Managing diversity for all line managers/ supervisors						
Inclusive customer service for all public facing staff						

A30 MAYORS GOOD WORKING STANDARD

A30.1 Within sixty (60) days of the [Contract Commencement Date] the Service Provider shall:

A30.1.1 undertake and complete the Good Work Standard self-assessment at the following website:

<https://www.london.gov.uk/what-we-do/business-and-economy/supporting-business/what-mayors-good-work-standard#acc-i-54389>

and

A30.1.2 submit the results of the self-assessment to the Authority together with a SMART Action Plan outlining the activities the Service Provider proposes to undertake in order to meet the 'Achievement' level of the Good Work Standard.

A30.2 The Service Provider will take into account any comments or recommendations made by the Authority in respect of the Service Provider's proposed SMART Action Plan and the parties will agree (or failing such agreement the Authority will determine) the final content of the SMART Action Plan within ninety (90) days of the [Contract Commencement Date]. For the purposes of this Contract the expression "**Agreed SMART Action Plan**" means the SMART action plan agreed or determined in accordance with the provisions of this Clause A30 (Mayor's Good Working Standard).

CA7 FURTHER INTELLECTUAL PROPERTY REQUIREMENTS

CA7.1 The Service Provider shall procure that all the Service Provider's Personnel performing the Services (or part of them) contract with the Service Provider that any Intellectual Property Rights arising in respect of the Products shall be assigned with full title guarantee to the Authority and that those persons shall have no title, rights or interests whether legal or beneficial in any of such Intellectual Property Rights and, in relation to any copyright work created, that all moral rights shall be waived by the creator.

CA7.2 If, and to the extent that, the Products, the Background Materials and all materials relied upon or referred to in the creation of the Products consist of or include copyright work authored by the Service Provider or any other person, being work not prepared or developed for the purposes of the Contract, then, notwithstanding Clause 23.1, title to the copyright in such work shall not vest in the Authority.

CA7.3 The Service Provider grants or undertakes to procure the grant to the Authority a licence to reproduce and use any work of the type referred to in Clause CA7.2 in accordance with clause 23.3.

- CA7.4 As between the Authority and the Service Provider Intellectual Property Rights in all documentation and other items supplied by the Authority to the Service Provider in connection with the Contract shall remain the property of the Authority.
- CA7.5 The Authority grants to the Service Provider a non-exclusive, non-transferable, revocable licence, with the right to sub-licence to any Media Owner, Sub-contractor or third party provider, to use all Authority Materials or any other Intellectual Property Rights owned (or capable of being so licensed) by the Authority required by the Service Provider or any of its the Service Provider's Personnel to provide the Services. Any such licence is granted for the Contract Term solely to enable the Service Provider to comply with its obligations under the Contract.
- CA7.6 The Service Provider will provide the Authority with clear and full instructions as to the Authority Materials it reasonably requires in order to perform the Services and to provide the Deliverables.
- CA7.7 The Authority will provide to the Service Provider promptly and at no charge any Authority Materials reasonably required by the Service Provider or otherwise necessary to provide the Services and Deliverables. The Authority shall ensure that it has all rights and licences in place to enable use of all Authority Materials by the Service Provider in accordance with the terms of this Framework.
- CA7.8 The Authority releases the Service Provider from any liability under or in connection with this Framework to the extent that such liability arise as a result of the incorporation of Authority Materials into the Deliverables provided that the Service Provider has incorporated and used such Authority Materials in the Deliverables in accordance with any instructions given by the Authority from time to time.
- CA7.9 The Authority warrants and undertakes that:
- CA7.9.1 the Authority Materials will not, when used by the Service Provider in accordance with this Agreement and any written instructions given by the Authority, infringe third party copyright or other rights of any party; and
 - CA7.9.3 to the best of its knowledge and belief, the Authority Materials will comply with all applicable laws and regulations.

CA8 INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

- CA8.1 The Service Provider shall:
- CA8.1.1 promptly notify the Authority upon becoming aware of an infringement or alleged infringement or potential infringement of any Intellectual Property Right which affects or may affect the provision or receipt of the Services or if any claim or demand is

made or action brought for infringement or alleged infringement of any Intellectual Property Right; and

- CA8.1.2 indemnify, keep indemnified and hold harmless the Authority from and against all actions, claims, demands, costs, charges or expenses (including legal costs on a full indemnity basis) that arise from or are incurred by the Authority by reason of any infringement or alleged infringement of any Intellectual Property Rights of any person arising out of the use by the Authority of the Products (or any of them) or anything arising from the provision of the Services and from and against all costs and damages of any kind which the Authority may incur in or in connection with any actual or threatened proceedings before any court or arbitrator.
- CA8.2 The Authority shall, at the request of the Service Provider, give the Service Provider all reasonable assistance for the purpose of the Service Provider contesting any such claim, demand, or action referred to in Clause CA8.1.1 and the Service Provider shall:
 - CA8.2.1 reimburse the Authority for all costs and expenses (including legal costs) incurred in doing so;
 - CA8.2.2 conduct at its own expense all litigation and/or negotiations (if any) arising from such claim, demand or action; and
 - CA8.2.3 consult with the Authority in respect of the conduct of any claim, demand or action and keep the Authority regularly and fully informed as to the progress of such claim, demand or action.
- CA8.3 If a claim or demand is made or action brought to which Clause CA8.1 applies or in the reasonable opinion of the Service Provider is likely to be made or brought, the Service Provider may, after consultation with the Authority, at its own expense and within a reasonable time, modify or substitute any or all of the Products (as defined in Clause 23.1) so as to avoid the infringement or the alleged infringement, provided that the terms of the Contract shall apply mutatis mutandis to such modified or substituted Products and such Products are accepted by the Authority.

CA9 FURTHER REQUIREMENTS

- CA9.1 The Service Provider shall:
 - CA9.1.1 at the Authority's request and in any event upon the termination or expiry of the Agreement or Call-off Contract, promptly deliver to the Authority or destroy as the Authority may direct all documents and other materials in the possession, custody or control of the Service Provider (or the relevant parts of such materials) that bear or incorporate the whole or any part of the Confidential Information and if instructed by the Authority in writing, remove all electronically held Confidential Information, including the purging

of all disk-based Confidential Information and the reformatting of all disks; and

CA9.1.2 not, except where provided in Clause 25 of the Agreement or with the prior written consent of the Authority, disclose to any person the nature or content of any discussions or negotiations between the Parties relating to the Confidential Information.

CA9.2 The Service Provider acknowledges that damages would not be an adequate remedy for any breach of Clause 25 of the Agreement or CA9 and that (without prejudice to all other rights, powers and remedies which the Authority may be entitled to as a matter of law) the Authority shall be entitled to the remedies of injunction, specific performance and other equitable relief to enforce the provisions of Clauses 25 and CA9 and no proof of special damages shall be necessary for the enforcement of the provisions of Clauses 25 and CA9.

CA9.3 The Service Provider shall not advertise or announce the existence of the Contract or that it is providing the Services to the Authority without the prior written consent of the Authority and the Authority shall have the right to approve any advertisement or announcement before it is made.

SCHEDULE 2 PART B – SPECIAL CONDITIONS

Section 1 – Special Conditions applying to Transport for London and Greater London Authority

1 Annual Scope of Works and Annual Retainer Fee

Agreement Commencement Date to 31 March 2023

- 1.1 Within one calendar month of the Agreement Commencement Date, the Authority and the Service Provider shall (acting reasonable and without delay) agree an Initial Scope of Work (**Initial Scope of Work**) for the period from the Agreement Commencement Date up to the end of the first Financial Year (31 March 2023) and an Initial Quarterly Retainer Fee (**Initial Quarterly Retainer Fee**) in respect of the services and activities set out in the Initial Scope of Work.
- 1.2 The Initial Quarterly Retainer Fee will be based on (but shall not exceed) the rates and charges for comparable activities and resources identified in Schedule 4 (Charges).

Financial Years 2023/24 onwards

- 1.3 For each Financial Year, the Authority will issue to the Service Provider an Annual Scope of Works specifying the Services to be provided in that Financial Year.
- 1.4 Within 20 Business Days of issuing the Annual Scope of Works the Service Provider shall submit to the Authority its detailed proposals for providing the scope of works and services required to deliver the projects, programme and campaigns identified in the Annual Scope of Works.
- 1.5 Following receipt by the Authority of the Service Provider's proposals pursuant to paragraph 1.4 the Parties will (acting reasonably and in good faith) discuss and agree any changes to the scope of works or services identified in the Annual Scope of Works and the Service Provider's proposals for the forthcoming Financial Year. The Parties shall agree the details of the Annual Scope of Works not less than 20 Business Days before the start of each Financial Year.
- 1.6 The Annual Retainer Fee set out in Schedule 4 will apply to the Annual Scope of Work for each Financial Year unless otherwise agreed between the Parties. Where the Parties agree to adjust the Annual Retainer Fee to reflect the agreed Annual Scope of Work any adjustment to the Annual Retainer Fee will be based on (but not exceeding) the rates and charges for comparable activities and resources set out in Schedule 4.
- 1.7 The Authority may, at its discretion and on giving reasonable notice to the Service Provider, amend, modify or change any programmes, projects, campaigns or activities listed in the agreed Annual Scope of Works, without any change to the Annual Retainer Fee, provided that the scope of any amendment,

modification or change is not a material change to the Annual Scope of Works. Where there are any material changes to the Annual Scope of Works the Parties will (acting reasonably and in good faith) agree any appropriate adjustment to the Annual Retainer Fee.

2 Additional or Replacement Projects

- 2.1 The Authority may at any time issue a Brief for a project, activity or campaign that either:
 - 2.1.1 does not fall within the agreed Annual Scope of Works and is intended to be in addition to the agreed Annual Scope of Works; or
 - 2.1.2 is intended to replace a project, activity or campaign identified in the agreed Annual Scope of Works, provided the nature and scope of the services required in relation to such Brief are broadly similar to the Services under Annual Scope of Work, in which case there will be no adjustment to the Annual Retainer Fee.
- 2.2 Such Brief will include the information required as part of the Strategic Response or Joint Strategic Response required from the Service Provider and the date for delivery of such Strategic Response or Joint Strategic Response.
- 2.3 Where the Brief is for a project, activity or campaign that is not identified in the agreed Annual Scope of Works and is intended to be in addition to the agreed Annual Scope of Works, such Response shall include the Service Provider's proposed charges for providing the relevant Services, such charges to be calculated in accordance with Schedule 4.

3 Project Plan/ Timescales

- 3.1 Where TfL is the Authority, as set out in Schedule 3, TfL currently has three main categories of campaign with accompanying guide timescales for new briefs; noting that TfL has fixed internal timings for creative approvals (at scamps and final artwork stage) and media bookings are not made until creative concepts have been approved by all relevant parties for the relevant channel. The timescales below are intended to illustrate from issuing of the brief to implementation of the campaign. These timings include development of the integrated through the line response from the creative and Media Agency, media booking lead-times, creative development and production and supply deadlines.
 - 1. Inform – delivery timescale 84 days (16 weeks)
 - 2. Inspire – delivery timescale 154 days (31 weeks)
 - 3. Influence - delivery timescale 154 days (31 weeks)
- 3.2 The above timescales all assume a completely new brief requiring new strategy and creative
- 3.3 Once the Brief and the campaign is established, the agreed timescales for optimising a campaign is 65 days (13 weeks)

4 Annual Retainer Fee

The Annual Retainer Fees are inclusive of the deliverables outlined within Schedule 3 – Services & Specification (excluding the Net Media Costs and any additional costs or expenses agreed in writing by the Authority).

5 Paid for Media Partnerships Fees

- 5.1 Fees shall also apply for paid for media partnerships and such fees as identified in the Schedule 4 Annex 1 Cost of Services spreadsheet under the 'Fee Structure' tab and will be included in the media budget for the partnership activity.

6 Additional Clauses

- 6.1 The following Clause will apply to all Contracts entered into by the Contracting Authority (TfL) and the Greater London Authority:

“For the avoidance of doubt but without limitation the Contracting Authority shall own all Intellectual Property Rights in the pre-existing Contracting Authority on-system media and contra media dashboard.”

- 6.2 The following Clause will apply to all Contracts entered into by the Contracting Authority (TfL) and the Greater London Authority:

“The Service Provider shall comply with the following clash management and planning policy detailed in Annex 1 – Clash Management Policy.”

7 Media Campaign Emergency Procedure guidelines

- 7.1 For all Contracts entered into by the Contracting Authority (TfL) and/or GLA, the Service Provider shall comply with the relevant Emergency Procedure outlined within Annex 2 of this Schedule 2 Part B.

- 7.2 For all other Authorities:

- 7.2.1 the relevant Authority's Emergency Procedures policy shall apply where said policy exists and is provided to the Service Provider in advance, as updated and agreed from time to time in writing, or, as defined in any other procedure defined in writing by the relevant Authority and provided to the Service Provider in advance;

- 7.2.2 subject to paragraph 7.2.1 above, the table set out in Appendix 1 (Timeframe for Emergency Procedure (by channel)) of this Schedule 2 Part B shall apply.

Section 2 – Special Conditions applying to the London Fire Brigade

The following clauses are added to the Agreement where a Contract is entered into by the London Fire Brigade

NON-SOLICITATION

1. The Service Provider shall not at any time during the Contract Term cause, encourage or assist any employee of the Authority to leave its service (with a view to employment by the Service Provider or otherwise) or to do anything which if done by the Service Provider would be a breach of this Contract.

LABOUR

2. During the Contract Term:
 - 2.1. the Service Provider shall comply fully with the terms of any collective agreement entered into between one or more trade unions and any association of employers of which the Service Provider is a member;
 - 2.2. the Service Provider shall not itself, or through a servant or agent, perform any act intended to discourage employees or prospective employees from becoming or continuing as members of a trade union;
 - 2.3. the Service Provider shall not itself, or through a servant or agent, penalise employees or prospective employees in any way by reason of their membership of a trade union; and
 - 2.4. Compliance with Clause 2 above is a condition of the Contract. In the event that the Service Provider breaches any provision of the clause in a material respect the Authority shall have the right to terminate the Contract.

PRESS AND PR PROTOCOL

3. Neither Party shall by itself, its employees or agents (and the Service Provider shall procure that its sub-contractors shall not) communicate with members of the press, television, radio or other communications media on any matter concerning this Contract without the prior written approval of the other party except as set out in a protocol in the form set out in Annex 3 to this Schedule 2 Part B as amended from time to time by agreement of the Parties.

PREVENTION OF BRIBERY

- 4.1. The Service Provider warrants it will not commit or suffer to be done by its personnel or subcontractors any act or omission prohibited pursuant to the Bribery Act 2010.
- 4.2. The Service Provider shall supply the Authority with a copy of its anti-bribery policy.

- 4.3 The Authority shall be entitled to terminate this Contract immediately by written notice if it reasonably suspects that the Service Provider, its personnel or subcontractors have breached Clause 4.1 above.

Section 3 – Special Conditions applying to the Greater London Authority

CLASH MANAGEMENT

- 1.1. The Service Provider shall support with clash management across GLA campaigns as well as with campaigns from others within the GLA Group that are covering the same topic. Details to be agreed within specific call of contract.

SOLICITATION OF STAFF

- 1.2. The Service Provider shall not at any time during the Contract Term cause, encourage or assist any employee of the Authority to leave its service (with a view to employment by the Service Provider or otherwise) or to do anything which if done by the Service Provider would be a breach of this Contract.

ANNEX 1 (to Schedule 2 Part B) - CLASH MANAGEMENT AND PLANNING POLICY

Paid media, owned and any contra, free media TfL receives	Clash rule & associated planning guidance (note these can be updated during the course of a given year in consultation with the Media Agency)
Radio	<p>A clash is defined as 1 message per ad break. We cannot have more than 1 TfL ad per break, nor share an ad break with DfT or GLA. This is an automated category clash and in addition, we have a manual override to prevent clashing with Govt travel messages and where possible, the Cabinet or Home Office.</p> <p>BAU To be planned up to a cap of 16 OTH per week across the portfolio, likely to be spread across 3 or 4 messages. Opportunity to differentiate between 'moments' with the week. Guidance is LW 2-3 per message/MW is 3-4/HW is 4-5.</p> <p>Extraordinary Circumstances To be planned up to a cap of 30 OTH per week across the portfolio. Most weeks will be less. The range each week can be between 17- 30 Opportunity to differentiate between 'moments' with the week This likely to be spread across 5 or 6 messages Guidance is LW is 2-3 per message/MW is 3-4/HW is 4-5</p>
Print	<p>Avoid clashes with DfT and GLA; where possible, Cabinet and Home Office 1 insertion per day (inc partnerships / advertorials) Not including Metro Circuits page (25cms x 4 cols)</p> <p>BAU: Balance of positive and negative Transport/Travel messaging within Pan-London titles No ad adjacent to Metro Travel page with TfL 25 x 4 Avoid clashes with DfT and GLA</p> <p>Extraordinary circumstances: TfL can run ads and content on Time Out as part of a complimentary package TfL don't run multiple Ads in London Papers</p>
TV & Broadcaster VOD and cinema	<p>BAU: AV: No clash with other TfL messaging in the same break, no clash with Road Safety and Local Travel advertisers in the same break, no clash with Government messages in the same break</p> <p>Cinema : 1 message per film</p> <p>VOD can only run during weekdays (ie no weekends/bank holidays); this is to minimise risk in the event of an emergency procedure</p> <p>Extraordinary circumstances Strategically 'top and tail' with DfT and GLA in same break. We have done this on cinema with the DFT</p> <p>AV : No clash with other TfL messaging in the same break, no clash with Road Safety and Local Travel advertisers in the same break, no clash with Government messages in the same break</p>

Digital	<p>BAU Run weekly frequency tracker across all activity to limit clashes No more than 20 frequency in any one week. This could be 20 campaigns at 1, or 1 campaign at 20. Device frequency needs to be managed, if cross device de-duplication is not achievable, this needs to be counted as a frequency of 2 and so on. Recommended no more than 2 Digital publishers per campaign(not including implementation of PPC & Social)</p> <p>Extraordinary Circumstances Run weekly frequency tracker across all activity to limit clashes Increase to 30 frequency per week. Due to higher levels of frequency per campaign, we would reserve the right to discuss raising our cap to 30, if we were unable to run key activity within the 20 cap.</p>
Contra	Clash rule & associated planning guidance
Bus wraps and mega rears	No more than 25 of either format to run in a given quarter
Global Radio Value Pot	Clash rules and planning guidance as paid radio
Metro Cover Wraps Value	Clash rules and planning guidance as paid press

ANNEX 2 (to Schedule 2 Part B)

TFL's AND GLA's MEDIA CAMPAIGN EMERGENCY PROCEDURE GUIDELINES

This process may be updated by the Authority from time to time.

Overview

This Annex 2 provides the Authority and the Creative Agency and Service Provider guidelines for the following:

- The process for stopping paid and owned media campaigns in the event of an emergency, both during office hours and out of hours.
- A summary of the agreement with Santander for co-branded activity.
- The agreed media planning principles that have been put in place during UK Terror severe threat level 4 and critical threat level 5 status.
- Clarifies what role the Authority Customer On-call team play during an emergency for social media.

Refer to Appendix 1 (Timeframe for Emergency Procedure (by channel)) for the lead times to pull/pause media.

'Media' includes both advertising and below the line activities, such as face-to-face, that are managed via the Creative Agency, planned filler, unplanned filler, advertising on TfL's Metro page, TfL advertising on TfL.gov.uk, and Virgin, and any activity that is running free of charge, as well as all paid media.

This process uses the national threat levels as the criteria for pulling media. It will also be used if the Public Transport threat level, which differs to the national threat level is ever raised to Security level 2 (national equivalent is severe threat level 4) and Security level 3 (national equivalent is critical threat level 5).

This process does not extend to commercial advertising on our estate, including TfL.gov.uk.

Only a Tier 1 incident requires the emergency process to be actioned out of office hours and it is only these scenarios that are automated.

The Authority work on the basis that all media would be stopped for a minimum of one week prior to assessment of an appropriate 'switch on'.

This covers the following Tier 1 defined categories:

Tier 1 emergency definition:

- A. An act of terrorism in London, rest of England, Wales and Scotland as confirmed and/or being treated as an act of terrorism by the appropriate authority such as Counter Terrorism, Met Police (e.g. London Bridge, Manchester Arena). This includes any incident taking place at a public transport location.
- B. A major incident on TfL public transport service/s that involves one or more of the emergency services and involves the rescue and transportation of large numbers of casualties and/or multiple (at least five or more) fatalities (e.g. bus, tram, TfL rail, tube crash or derailment). This excludes:
- a. private transport related car crashes/multiple pile ups.
 - b. crashes involving a bus and a car/pedestrian or low hanging branch causing several minor injuries. NB. This excludes bus crashes excluding fewer than 5 people are hurt as a result of the impact.
- C. A Pandemic that means London or local areas within London are affected by a mandatory lockdown initiated by the Govt or local authority such as the Mayor or local borough council, and any implications for the Authority services having to close down or restrict customer usage, or third parties such as schools that are required to close and therefore the communications running at the time is inappropriate or contradicts the Govt national messaging and therefore needs pausing.
- D. Operation Menai Bridge – in the event of the King passing away, official notification is when the news is posted on Buckingham Palace Gates. Until then, no one at the Authority or the Service Provider takes action despite potential rumours/social media speculation etc. Media owners usually pause all advertising on their own initiative in these circumstances, but the Authority would want to have the ability to pause all media (excl. paper and paste on the Authority network) across all campaigns during the first few days post the event confirmation and then review which messaging should be restarted.

Process for stopping media during a Tier 1 incident

Most actions in Tier 1 are automated and therefore, out of hours, there is no specific requirement to do anything.

However, depending on the nature of the incident the Authority lead may choose to make a courtesy call to the Service Provider lead to check that all automated processes have been activated.

Follow Up process for stopped activity:

- The Service Provider will provide a round-up email providing a summary of all channels and campaigns paused.

- Any concerns or issues relating to activity that cannot be stopped to be provided as soon as possible on the same day or the next working day (if out of hours).
- For transparency, cost implications to be included as soon as available, however the cost of stopping activity is never an over-riding factor in our decision making.

Follow up process for planned activity:

- The Service Provider and Creative Agency(ies) will provide an emergency grid highlighting all campaign activity live/due to go live within a fortnight of the date of incident and/or where the deadlines are such that it will not be possible to stop the ad or activity if the embargo is not lifted.
- This grid will be completed as soon as possible following an incident and shared with the Head of Department and the Portfolio Leads in the Authority's Marketing Team. Any issues and concerns should be clearly flagged.
 - Should an incident occur out of hours, the Service Provider and Creative Agency(ies) will provide emergency grid the next working day.
 - Channels such as out of home will be reviewed, aligned to the severity of the incident, and partners will be advised to black out if deemed appropriate.

Tier 2 incident definition:

- A. Major incident/s in London that have resulted in multiple fatalities and/or serious injuries or civil unrest. For example:
 - a. A large, significant fire such as Grenfell Tower that isn't isolated to a single or couple of storeys but impacts an entire residential building with high casualties expected and is being treated as a major incident by the appropriate authority (e.g. Met police, London Fire brigade). This would exclude warehouse fires and unmanned office blocks.
 - b. Multiple riots (not one localised riot) such as the London riots sparked by the Mark Duggan case.
- B. An international act of terrorism, including Northern Ireland.
- C. A major public transport incident outside London, in England, Wales and Scotland that has resulted in multiple fatalities and/or serious injuries.
- D. Extremely serious cultural/reputational that is linked to the Authority, our people or the Mayor of London that affects the mood of the nation.
- E. A major TfL transport failure e.g. network-wide service or systems failure in the morning or evening peaks e.g. pan-London ticketing malfunction.

Tier 3 incident Definition:

- A. Fatality on TfL services and/or road network e.g. cyclist using a Santander bike or cyclist in front of large Santander cycles OOH site.
- B. Systems failure on multiple TfL services or lines.

For Tier 2 and Tier 3 incidents, the Service Provider and the Creative Agencies to await instruction from Authority before commencing emergency switch off procedure.

Process for stopping media during a Tier 2 and/or Tier 3 incident

- 1. Authority's marketing team to discuss incident with the Authority Press Office, who will have a clear view on reputational or political risk/newsworthiness of the issue.
- 2. Authority's marketing team to advise the Service Provider, Creative Agencies (where relevant) and Santander of the incident, and any relevant information available at that time.

Media planning principles during UK Terror Severe threat level 4 and UK Terror Critical threat level (5) and out of hours switch off for level 5

When UK Terror level is raised to 'Severe' (Level 4)

- a. Metro Travel page to run Anti-terrorism messaging on a Monday.
- b. No paid for press insertions or partnership activity to appear on a Monday and if there is a bank holiday no paid for press insertions to appear on a Tuesday.
- c. No paid for face-to-face activity to take place on a Monday before 1pm.
- d. Santander Cycles ads normally appear later in the week so should not be affected.

N.B Planning principles to be reviewed in the event that the UK threat level remains at 'Severe' Level 4 for an extended period of time.

When UK Terror Threat level is raised to 'Critical' (Level 5) – in office hours

- a. An increase in the terror threat to 'Critical' (Level 5) is only ever expected to be a **temporary** position (lasting for a few hours or a few days at most). Service Provider and Authority's Creative Agency(ies) (for face to face activity) will remove all communications due to be in market Friday 5pm to Monday 12 noon to avoid being live out of hours, *should* an incident occur.

This removal of communications is only in channels or with media owners where we do not have immediate switch off ability, and is for all communications, including business critical communications.

- b. During a period of 'Critical' (Level 5), no paid press advertising will be scheduled to run on a Monday, except Anti-terrorism messaging, to mitigate damage to reputation should an incident occur out of hours.

When UK Terror Threat level is raised to 'Critical' (Level 5) – out of office hours incl. bank holidays

- a. Upon notification from the Authority's marketing team, the Service Provider, and where appropriate Creative Agencies will make every endeavour to contact all media partners to activate emergency procedure. In some instances, media may remain live until the next working day.
- b. Authority's marketing lead for Santander will contact Santander/Carat and request emergency procedure is activated.
- c. Should the threat level be reduced out of hours, the Authority's marketing team to communicate the downgrade to the Service Provider, Creative Agencies (where appropriate) who will reactivate communications on the next working day.

Follow up process:

Stopped activity: A round-up email providing a summary of all channels and campaigns paused, and clearly highlighting in the covering email any concerns or issues relating to activity that cannot be stopped to be provided as soon as possible on the same day or the next working day (if out of hours). For transparency, cost implications to be included as soon as available, however the cost of stopping activity is never an over-riding factor in the Authority's decision making.

- 1. **Planned activity:** Service Provider and Creative Agency will provide an emergency grid highlighting all campaign activity live/due to go live within a fortnight of the date of incident and/or where the deadlines are such that it will not be possible to stop the ad or activity if the embargo is not lifted. This grid will be completed as soon as possible following an incident, and shared with Mel Darby and the GLA's marketing team or TfL's marketing team as appropriate. Any issues and concerns should be clearly flagged.
 - i. Should an incident occur out of hours, Service Provider and Creative Agency will provide emergency grid the next working day.

- ii. Channels such as out of home will be reviewed, aligned to the severity of the incident, and the parties will discuss and agree appropriate action.
- 2. the Authority should confirm that communications can be switched back on one week from a Tier 1 incident - automatic switch on should not be assumed and requires consultation with the Authority. It is important that 'switch on' is handled sensitively and on a case-by-case basis. For example, if the Tier 1 incident was a terror attack on the London Underground, switch on of comms should not include any activity promoting additional use of London Underground (LU 'Rev Gen'). This would need to be discussed specifically with the Press Office and other colleagues. All portfolio managers (or their deputy) should actively engage in this process as they will have the best knowledge as to what activity across their portfolio may be sensitive.
 - i. Where there is clearance to switch on sooner than 1 week this will be actioned as best as possible noting that:
 - i. Some media owners will not be able to reallocate airtime to the Authority at short notice;
 - ii. If that clearance is given at the weekend, action will not be taken until Monday morning; activity will therefore not start again until late Monday (in some channels) or beyond.
- 3. The Authority lead should communicate to all portfolio managers and head of department that communications can be switched back on.

Social media monitoring and sentiment analysis

Where considered appropriate by Service Provider to provide a recommendation on use of social monitoring and sentiment analysis, including costs and timeframe for activation. This will be reviewed based on the severity of incident and reputational impact.

- a. Should an incident occur out of hours, Service Provider will provide social monitoring and sentiment analysis recommendation the next working day.

Dependent on severity of incident, Service Provider will provide a search plan and recommended keywords, this is to ensure anyone searching for information on the issue has the most up-to-date information from the Authority.

- a. During office hours, this will be shared the day of alert where possible.

Should an incident occur out of hours, Service Provider will provide search recommendation the next working day. Please note, Service Provider are unable to set live without URL.

Appendix 1 to Annex 2: Timeframe for Emergency Procedure (by channel) applying to all Authorities

Channel	During office hours	Out of office hours
TV	<p>Authority – no action</p> <p>TV Suppliers- automatically switch off (off within 2 hours). For death of senior members of the royal family, all advertiser activity will be paused, length of black-out is at each station's discretion; Service Provider will be notified about switch-on time by Authority</p>	<p>Authority – no action</p> <p>TV Suppliers- automatically switch off (off within 2 hours). For death of a senior member of the royal family, all advertiser activity paused, length of black-out is at each station's discretion; Service Provider will be notified by Authority about switch-on time</p>
Addressable TV	<p>Authority – no action</p> <p>Service Provider - instruct Finecast to switch off (off within 2 hours).</p> <p>Broadcaster VOD (ITVC/C4/Sky)- automatically switch off (off within 2 hours)</p> <p>Airtime will only run from Monday-Friday, including evenings.</p>	<p>Authority – no action</p> <p>Service Provider – instruct switch off at 9am next working day.</p> <p>No airtime weekends/bank holidays.</p>
Radio	<p>Tier 1 incident & Tier 1 radio stations (Global, Bauer, DAX)- automatic switch off.</p> <p>Tier 2 and Tier 3 incidents: within 2 hours. Therefore Tier 2 radio stations will only be used 'in office hours'.</p>	
Cinema	<p>Authority – no action</p> <p>Service Provider - will instruct switch off:</p> <ul style="list-style-type: none"> • DCM: within 2 hours of instruction. • P&D: same day for automated sites. Smaller independent sites - 48 hours. 	<p>Authority – no action</p> <p>Service Provider - instruct switch off at 9am next working day.</p>

Video on demand	<p>Authority - No action</p> <p>Service Provider - instruct Finecast to switch off (off within 2 hours).</p> <p>Broadcaster VOD (ITVC/C4/Sky)- automatically switch off (off within 2 hours). Airtime will only run from Monday-Friday, including evenings.</p>	<p>Authority - No action</p> <p>Service Provider – instruct switch off at 9am next working day.</p> <p>No airtime weekends/bank holidays.</p>
Pan London press	<p>Authority - No action.</p> <p>No insertions (paid or ‘value back’) to be booked to appear on a Monday or a bank holiday.</p> <p>Due to long lead-times activity could run the week following an incident.</p>	<p>Authority - No action.</p> <p>No activity runs over a weekend.</p> <p>Due to long lead-times activity could run the week following an incident.</p>
Regional press	<p>Authority – No action.</p> <p>Print times vary, however this tends to be 1-week prior.</p>	<p>Authority – No action.</p> <p>Press activity does not run over a weekend, nor should it appear on a Monday so removes majority of the risk out of hours. However due to long lead-times activity could run the week following an incident.</p>
Magazines	<p>Authority – No action.</p> <p>Print times vary, however this tends to be 1-week prior.</p>	<p>Authority – No action.</p> <p>Magazine activity does not run over a weekend, so removes majority of the risk out of hours. However due to long lead-times activity could run the week following an incident.</p>
Trade press	<p>Authority – No action.</p> <p>Print times vary, however this tends to be 1-week prior for weekly/ fortnightly publications and 2-weeks prior for monthly publications.</p>	<p>Authority – No action.</p> <p>Trade press activity does not run over a weekend, so remove majority of the risk out of hours, however due to long lead-times activity could run the week following an incident.</p>

Paid OOH (Digital) Including digital contra and filler	Authority – no action JCD - Automatic Switch Off (off within 30mins) Global -Automatic switch off. Other OOH Partners (Clear Channel, Outdoor Plus)- Service Provider to instruct switch off.	Authority – no action JCD - automatic switch off (off within 30 min) Global -Automatic switch off only between 0830-2300, including weekends. Other OOH Partners (Clear Channel, Outdoor Plus): no out of hours action. Service Provider to instruct switch off next working day.
Paid OOH (Static)	Authority – no action 72hrs for road formats (dependent on the scale of the campaign). Bus and LU removal will be dependent on access issues. Please note that there is likely to be a considerable charge for this and in most situations – including T1 – Service Provider would not remove. Action only taken for something that is prolonged, like global pandemic.	Authority – no action 72 hours to remove, starting from start of business on next working day. Bus and LU removal will be dependent on access issues. Please note that there is likely to be a considerable charge for this and in most situations – including T1 – Service Provider would not remove. Action only taken for something that is prolonged, like global pandemic.
Digital display	Authority – no action. Service Provider - review prior to weekend (Thursday review). Continue to run as normal, all days & dayparts.	Authority – no action. Service Provider - review prior to weekends. No out of hours action.
Social (paid)	Authority – no action. Service Provider - review prior to weekends. No out of hours action.	Authority – no action. No out of hours action. Service Provider - to review social plans and only run in working hours dayparts and/or agree which messages are acceptable to run.

Search	Authority – no action. Activity will remain live	Authority – no action. Activity will remain live
Face to face	Authority – no action. Debra Ritterband: automatic switch off (off within 1 hour).	Authority – no action. Debra Ritterband - automatic switch off (off within 1 hour).
Door drops & Inserts	Authority – no action. If the door drop/inserts have already been printed and distributed they will not be recalled. Action only taken if incident is prolonged, and print can be paused. Authority's Creative Agency to speak to suppliers if action is agreed in office hours.	Authority – no action. If the door drop/inserts have already been printed and distributed they will not be recalled. Action only taken if incident is prolonged, and print can be paused. Authority's Creative Agency to speak to suppliers if action is agreed in office hours.
CRM	0-2 hrs	CRM activity does not usually run over a weekend so removes majority of the risk. Authority's Customer On Call team cover CRM out of hours.
TfL website (hero and MPU sites)	0-2 hrs	CAN will remove content after receiving a brief from Service Provider.
Metro travel page advertising	Before 4pm Service Provider can pull next working day	Metro does not run over a weekend so removes majority of the risk. In a period of 'Critical' level 5, Service Provider will replace all Monday slots with the Anti-Terrorism copy to remove reputational risk.
Filler (static)	Authority – no action. Not possible to remove quickly and locations not always clear. Only action for a long-term situation with established costs first.	Authority – no action. Not possible to remove quickly and locations not always clear. Only action for a long-term situation with established costs first.

National threat levels and corresponding transport levels

The Public Transport levels are not directly linked to the National levels, and sometimes one can change and the other remains the same.

	National threat Level (Joint Terrorism Analysis centre determine status)	TfL Public Transport corresponding threat levels (DfT determine the status)
1.	LOW means an attack is unlikely.	Security level 1
2.	MODERATE means an attack is possible, but not likely	
3.	SUBSTANTIAL means an attack is a strong possibility	Security level 2
4.	SEVERE means an attack is highly likely	
5.	CRITICAL means an attack is expected imminently	Security level 3

ANNEX 3 (to Schedule 2 Part B) - PRESS AND PR PROTOCOL

London Fire and Emergency Planning Authority and [Service Provider]

JOINT PROTOCOL FOR DEALING WITH ENQUIRIES FROM THE MEDIA AND THE PUBLIC

1 Purpose of the Protocol

- 1.1 To record the arrangements agreed between the London Fire and Emergency Planning Authority [the Authority] and [the Service Provider] for dealing with enquiries from the media and the public.

2 The Authority's Organisation Arrangements

- 2.1 The Authority's Press Office has a complement of five full-time staff and is managed by the Head of Media and Internal Communications.
- 2.2 The Press Office is generally staffed from 8.30 am until 5.30 pm Monday to Friday inclusive. [REDACTED]. Outside of these hours a member of the press office will be on call. When it is not staffed the telephones in the Press Office are diverted to Brigade Control which can deal with basic media enquiries or, where necessary, contact the Duty Press Officer.

3 The Contractor's Organisational Arrangements

- 3.1 Names and contact arrangements for these staff are set out in Appendix A to this Protocol. The Service Provider will advise the Authority of any changes to Appendix A within five working days of the changes being affected.

4 Authority arrangements for dealing with enquiries from the media and publicity

- 4.1 The Authority (normally via the Press Office) will handle all enquiries from the media or the public relating to the Authority's services.
- 4.2 So far as matters directly relating to the Services provided by the Service Provider and matters relating directly to the supply of media planning and buying are concerned, the Press Office will:
 - 4.2.1 without contacting the Service Provider, provide factual information to the media and the public based on information provided by the Service Provider;
 - 4.2.2 issue a holding statement in response to enquiries and agree with the Service Provider the text of any oral or written material to be issued to the media or the public;
 - 4.2.3 advise the Service Provider contacts of any proposed Authority public relations events which could reasonably be expected to involve matters relating to the performance of the Services by the Service

Provider or the contractual arrangements with the Authority and agree any action to be taken by the Parties; and

4.2.4 deal expeditiously with and not unreasonably withhold approval to any material referred to in 5.1.1 below

5 The Service Provider's arrangements for dealing with enquiries from the media and public

5.1 So far as matters relating to the Services provided by the Service Provider are concerned, the Service Provider will at its own expense:

5.1.1 provide factual information to the Authority for issue to the media and the public and update this information as required;

5.1.2 notify the Authority's Press Office at the earliest possible opportunity, by phone of any enquiry from the media or the public relating to the supply of media planning and buying, performance of the Services by the Service Provider, or the contractual arrangements with the Service Provider;

5.1.3 contact the Authority's Press Office by phone, email or fax with requests from the media to photograph or film at any Authority property for approval by the Head of Media and Internal Communications and agreement as to the arrangements to be made and the requests will not be agreed until such approval is given;

5.1.4 advise the Head of Media and Internal Communications of any proposed public relations events which could reasonably be expected to involve matters relating to the supply of media planning and buying, performance of the Services by the Service Provider or the contractual arrangements with the Authority and agree any action to be taken by the Parties and the event will not proceed until such agreement is reached;

5.1.5 so far as 5.1.3 above is concerned, where approval is given for photographing or filming on Authority property, ensure that those attending from or on behalf of the Service Provider comply with all instructions issued by any Authority Employee, Officer, or Member of the Authority and sign an indemnity in the form provided by the Authority (if requested); and

5.1.6 ensure that all of its staff and sub-contractors or other agents are apprised of the content of this protocol so far as relevant to the performance of the contract duties of the Service Provider

Signed [REDACTED] For the Authority

Signed [REDACTED] For the Service Provider

London Fire and Emergency Planning Authority and [Service Provider].

Appendix A (to Annex 3)

London Fire and Emergency Planning Authority and [Service Provider Name]

JOINT PROTOCOL FOR DEALING WITH MEDIA ENQUIRIES

The Service Provider's Contacts

Monday to Friday: 0800 to 1700

Core Team: [REDACTED]

Name	[REDACTED]	Office No	[REDACTED]	Mobile No	[REDACTED]
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The Service Provider's marketing contact names:

E-mail addresses are: [REDACTED]

SCHEDULE 3 – SERVICES AND SPECIFICATION

All those services that would reasonably be expected of a media planning and buying agency experienced in providing services of a similar scope, value, character and complexity for clients of a similar size as the Authority, including without limitation that the media planning and buying requirements for Transport for London, the GLA and other Functional Bodies will include the following:

1. GENERAL REQUIREMENT

This requirement seeks a best-in-class Media Agency that will deliver media neutral integrated behaviour change marketing communications, strategic planning and implementation. This includes the ability to deliver paid for media partnerships and associated content development and delivery and consultations.

The Media Agency must be capable of long-term, as well as pan portfolio strategic thinking for the TfL brand and across its broad portfolio, as well as for individual campaign briefs. There will also be a small number of consultations that tend to be hyper local with one or two pan London consultations. For the GLA and other Authorities, the Media Agency must be capable of long-term strategic thinking for all their individual brands and can respond to smaller, more tactical briefs that may require a shorter turnaround time in some instances.

The Media Agency will be expected to work collaboratively with TfL's appointed through the Line Creative Agency (currently VCCP) both at a strategic and implementation level for TfL Customer Marketing and Behaviour Change and with the Creative Agency (currently OTM) who implement consultations with the TfL Consultation team.

Across the Authorities, there will be a requirement to work collaboratively with internal creative and marketing teams and other external creative agencies.

The Media Agency will be expected to work to Service Level Agreements which may differ by Authority and proactively manage their performance in line with these.

Media planning and buying requirements across TfL, GLA and the Authorities are:

- 1.1. Media strategic thinking and planning, i.e., recommendations regarding media and communications strategy, targeting, channels, timings, budgets, coverage and frequency of activity to achieve business objectives.

Channels may include (but are not limited to) television, cinema, radio, digital audio, video on demand, press, outdoor, social media, digital/mobile advertising and search, direct marketing as well as paid for media partnerships, and the development of partnership content working with relevant media owners and/ or influencers. This excludes the development of advertising content. In addition, there may be a requirement for experiential and ambient media.

- 1.2. Media buying, i.e., negotiating and purchasing the media space and airtime in a cost effective and efficient way to pre-agreed quality standards.
- 1.3. Planning of other free or owned media that TfL or GLA family may access over time.
- 1.4. Working in collaboration with the through the line Creative Agency and the roster of creative agencies or in-house creative teams to deliver integrated strategic planning and media neutral comms planning across the client brands and briefs.
- 1.5. Inputting to the development of an agreed set of metrics for all activity, reviewing progress against them and making recommendations on how to optimise activity to meet the SLAs/ KPIs.
- 1.6. Optimising client investment in the digital arena and the implications for any client databases and websites
- 1.7. Budget setting as part of the integrated communications planning process to reflect the planning and brand priorities for each fiscal year and beyond to ensure budgetary investment is optimised and managed over the year. This would use criteria to be established with the client(s).
- 1.8. Creating mobilisation plans in preparation to respond urgently to high priority / high profile briefs following an unexpected event e.g., public transport strikes, terrorist attacks, Covid-19 linked scenarios.
- 1.9. Keeping the client teams up to date on key market and industry developments, particularly within London, answering ad hoc media-related questions and providing general advice on media strategy or ad hoc training if required
- 1.10. Clash management, i.e., ensuring that the clash management policy is proactively managed when planning at a pan TfL portfolio level, across TfL and the GLA, and across all GLA briefs both in market and due to be in market is adhered to.

For social and PPC, there are some topic areas across the GLA and TfL that may overlap and where there will be a need to manage and avoid clashes.

1.11. Digital

- (a) Digital frequency management i.e., Ensuring all media is planned and bought adhering to planning guidelines that are established in conjunction with the client.
 - (b) Brand safety- regularly reviewing the requirements and ensuring brand safety guidelines are adhered to for all communications but especially digital communications and are reported on.
 - (c) Measuring and reporting on Ad Viewability, working with an independent ad verification company, to ensure that ads appear on intended sites and reach the targeted audience (applicable to TfL and the GLA)
- 1.12. Ensuring any content created through partnerships meets the GLA family's standards for accessibility.
- 1.13. Reporting on on-going campaign performance including media related metrics, PCAs, identifying learnings and recommendations for current and future activity.
- 1.14. Investigating and maximising opportunities for brand surveys by media partners at low cost or added value as part of a media buy.
- 1.15. Research and evaluation of activity including public sector polling, and econometric modelling. The Authorities recognise that the research/evaluation and econometric modelling requirements would be charged as out of scope fees as and when required by any of the Authorities.
- 1.16. Emergency processes – the ability to pause all communications based on agreed criteria and timelines and without financial penalties either for paused media or when media needs to restart. Out of hours to enable the Authorities to access the Media Agency's social media platforms to pause social activity.
- 1.17. Providing timely and accurate responses to Freedom of Information requests and Mayor's Questions
- 1.18. Development of the strategy and submission of papers for relevant industry recognised awards
- 1.19. The following services are not required:
- (a) Public or Media Relations (these are managed in house). Trade press PR for the services provided by the Media Agency can be led by the Media Agency on prior agreement.
 - (b) Events (these are generally managed in house or by separate framework agreements) – although we may require events run in support of a campaign to build awareness or increase trial of specific

products/services or to facilitate consultations on new policies or operational changes. This could be a one-off or series of events.

- (c) For TfL - Email marketing and CRM (Customer Relationship Management) planning for the clients' own operational or marketing databases

2. DELIVERABLES / MILESTONES

2.1. General

The following deliverables are required by all Authorities:

- 2.1.1. Account stewardship for each Authority
- 2.1.2. Named 'lead service' individuals who are the main point of contact for each Authority
- 2.1.3. Integrated comms planning and strategic recommendations prior to making appropriate channel and media recommendations to the client based on brief, objectives/KPIs, target audience(s), and budget.
- 2.1.4. Media plan (drafts and final fully costed plans)
- 2.1.5. Book media following written instruction.
- 2.1.6. Liaise with creative agencies or in-house creative team throughout, including joint planning and strategy, and informing them of media plan details, spec requirements and resolving any queries (although on occasion, for some functional bodies the Creative Agency may not be involved so liaison will be directly with the client)
- 2.1.7. Provide social channels specs and supply instructions to Creative Agency (or to the Authority directly, depending on what is advised)
- 2.1.8. Ensuring SLAs are completed and received (see Section 5) based on agreed timelines.
- 2.1.9. Supply media metrics to evaluate performance of campaign and how the media channels are performing across the brand and different briefs (including Post Campaign Analysis reporting by campaign) and with recommendations for future campaigns.
- 2.1.10. Co-ordinate with client social media and CRM (Customer Relationship Management) teams where applicable

- 2.1.11. Reconciliation of campaign costs and billings at end of campaign, to be reported on a quarterly basis and reconciliation at the financial year end.
- 2.1.12. Regular media marketplace training sessions for client teams with a particular focus on digital or social innovation and non-traditional / emerging media.

2.2. TfL

- 2.2.1. TfL runs approx. 30-35 integrated advertising campaigns each year. TfL makes extensive use of behavioural psychology and behaviour change theory in its work. We have a framework, dividing our behaviour change communications into four areas:
 - (a) Target – what behaviours we are trying to change, amongst whom, over what timescale, etc
 - (b) Understand – why people behave how they do
 - (c) Act – how to change behaviour
 - (d) Evaluate – has it worked?
- 2.2.2. TfL make use of major behaviour change models such as the 4 Es of social marketing, EAST and COM-B (Capability, opportunity, motivation and behaviour) and the work of social psychologists and writers on behaviour, such as Thaler, Susstein, Cialdini, Kahneman and others.
- 2.2.3. Campaigns are clustered together in similar groups, either creatively (where there is one creative vehicle that carries different messages, e.g. Public Transport Recovery), or strategically (where we organise our thinking across a collection of distinct but interlinked audiences and messages so that they are not viewed in isolation but instead, how they work together, e.g. TfL Improvements).
- 2.2.4. Clustering helps customers best recognise and understand what we are communicating and ensures that the TfL brand is recognised for its endeavours. It helps us plan strategically rather than for campaigns in isolation, for example in phasing media for inter-linked activity.
- 2.2.5. Work is underway to further refine these groups so that we do fewer, bigger, better campaigns defined by one of four primary objectives

namely: commercial (increase revenue), experience (care and confidence), behaviour change (80% sustainable), and behaviour change (zero KSI's by 2041).

2.2.6. In addition to the general deliverables outlined in 2.1 above, TfL has the following specific deliverables:

(a) Business planning and Finance, including:

- (i) business planning and budget optimisation to agreed business priorities and strategic recommendations as to how the overall budget should be allocated aligned to the business priorities, as well as use of owned assets and free media, as part of this planning process; and
- (ii) quarterly reconciliation of spend and end of financial year timely and 100 per cent accurate reconciliation in line with TfL's year end process.

(b) Strategy and planning, including:

- (i) Strategic Hub: The task of the fortnightly strategic hub meeting is to establish pan TfL strategies working jointly with the Creative Agency and TfL in an integrated way and includes but not limited to consolidated behaviour change strategies aligning where necessary disparate projects as well as media strategies;
- (ii) Strategic Hub - Management, admin and attendance every other week.
- (iii) strategic briefings, brand and project planning providing both long term and on-going strategic advice, budgets, media strategy, all pan portfolio Strategic Hub strategies, campaigns in flight and other key priority areas that may arise as well as delivery of the various strategies;
- (iv) working collaboratively with TfL's appointed Creative Agency so that strategic through the line recommendations are integrated across both agencies;
- (v) Delivery of strat hub projects – the volume of these is agreed at the start of the year but can be 1-2 projects in a given year. This can be a new project or regular progress updates for an on-going project.

- (vi) A number of deep dives/workshops focussing on market share acquisition to grow use of public transport and increase revenue vs the car that are pan Customer and Revenue not just Customer Marketing dept. focussed.
 - (vii) Awards – development of the strategy and implementation of the submissions
- (c) Portfolio management – ensuring cross portfolio thinking, ensuring all media planning principles are implemented at a cross portfolio level e.g. clash management, frequency caps and management of other cross portfolio planning principles and that agreed pan portfolio strategies are implemented.
- (d) Project and campaign specific advice to create awareness, behaviour and attitudinal change.
- (e) Regular, but ad hoc broader strategic advice for TfL communications as a whole, for example strategic positioning work
- (f) Integration of below the line activity with the above the line Creative Agency and media recommendations
- (g) Planning media for TfL’s owned media estate (on-system), any circuit breaks to target specific locations, contra and any free or filler media which TfL accesses through its relationships with third party media owners. The owned media estate is valued at approx. £60m and contra media at £11m per year and includes:
 - (i) Owned media: posters across the TfL network and in trains as well as daily adverts within TfL’s travel information page in the Metro travel page, and advertising on the TfL website.
 - (ii) Contra: Additional value available through TfL’s unique relationships with JC Decaux and Global, Metro and Evening Standard. This gives TfL use of space at no additional media cost. (Note: the main advertising contract with Global and JC Decaux is outside the scope of this process)
 - (iii) Planned and unplanned Filler: Unsold inventory from the commercial marketplace made available to TfL. Volume and timing of this space varies.
 - (iv) Update and issuing of a weekly grid showing which message is running by which media channel covering both paid,

owned and free media.

- (h) On-system and contra/free media planning and management requires:
 - (i) annual and quarterly planning meetings and administration of TfL's media estate (currently quarterly) and contra deals (currently 6-monthly), ensuring TfL's campaign planning principles are applied, to ensure priority campaigns have sufficient level of exposure, and that campaigns are planned according to the budget priorities set at the start of each fiscal, and targeting messages by locations within stations where applicable e.g. fares messages targeted to ticket halls;
 - (ii) on-going management of the laid down annual plan, and production of full plans for each media circuit and all contra/free media;
 - (iii) ensuring TfL realises the value each fiscal or calendar year depending on the contractual term with the third party;
 - (iv) the management of the media dashboard that has been created specifically for this purpose. (Note – the valuation figure is based on pre-Covid-19 usage of the TfL network and will continue to fluctuate);
 - (v) an annual valuation of the inventory value (owned, contra, free, filler media) and adhoc strategic advice including assessing any contra deals offered by third parties.
 - (vi) Attendance at status meetings held with third party media owners providing access to OOH media inventory
- (i) The owned, contra and filler media planning process is led by the Media Agency and is for TfL, the Creative and Media Agencies to agree on a quarterly basis, which campaigns and messages should run on which parts of the TfL owned inventory. This process considers multiple factors, the largest of which is the hierarchy of messaging that helps define the amount of value that an individual message within a broader theme receive. The budget priorities are defined before the beginning of the financial year and the aim is to reach these figures by year end.
- (j) Decarbonisation ambition - The Media Agency will play a key role in supporting TfL in its aim to achieve net zero carbon outputs across all marketing activity by 2030. All media

recommendations should include a measurement of CO 2 outputs by media providers and the Media Agency should consider CO 2 reduction opportunities across all media buys

- (k) Providing timely and accurate data for quarterly and annual media audits carried out by TfL's independent Media Auditor and responding to media audit recommendations. Whilst other Authorities do not currently carry independent media audits, should they choose to do so in the future the Media Agency will be required to supply data too.
- (l) Performance management/SLAs – these are carried out post each campaign as well as at informal and formal agency review meetings. SLA's are managed in a three-way collaborative process, with combined scores for both Creative and Media Agency for formal and informal reviews.
- (m) Resilience - Emergency procedures implementation and media owner management. TfL has agreed communications hold procedures that may need to be initiated by the Media Agency based on specific criteria e.g. terrorist incident, transport disaster, strike planning etc to agreed timelines. In other instances there could be a requirement linked to a change in Covid restrictions.
- (n) Paid for media partnerships - end to end service delivery of content development, production and project management including internal TfL stakeholder management, presentation of internal stakeholder materials for sign off and liaising with the creative agency for relevant creative assets.
- (o) Working with the Creative Agency to deliver integrated strategic planning and media neutral through the line comms planning at a pan portfolio level, across the TfL brand as well as for specific briefs.

CAIRO is the current ways of working process that outlines the key roles and responsibilities that TfL uses to manage the effective response to campaign briefs (see Appendix 3 for a short overview of this process). The Media Agency team, with other key suppliers in accordance with TfL process, administers, hosts and chairs the fortnightly Strategic Hub and attends the weekly Project Planning meetings

- (p) Performance – Contribute to and attend a tripartite post campaign wash-up meeting with the Creative Agency, TfL and the Media Agency as well as tripartite informal and formal

quarterly review meetings

- (q) Working with independent Media Auditor(s) to supply accurate and timely information across all media, including digital, for quarterly audits to a pre-agreed timeline and data spec required by the media auditor and to proactively resolve any issues as highlighted by the auditor. TfL's current Media Auditor for a Performance Audit is Ebiquity.
- (r) In addition to providing data to the Media Auditor, the Media Agency will need to measure and report on Ad Viewability, by working directly with an independent ad verification company, to ensure that ads appear on intended sites and reach the targeted audience.
- (s) Paid for media partnership proposals are reviewed by TfL's Media Auditor, prior to TfL confirming approval of the recommendations.
- (t) In-campaign testing and optimisation of social media and digital advertising and social listening.
- (u) Management and upkeep of any shared storage platform for key documents such as strategic recommendations, media plans
- (v) Media Inductions and training of marketing team members
- (w) The fixed retainer fee would need to be reviewed and agreed each year aligned to a scope of work

2.3. Greater London Authority

- 2.3.1. The GLA runs approximately four - five integrated multi-channel campaigns each year, as well as 25 – 30 shorter, more tactical advertising campaigns. It also runs the London Elects campaign, the next of these will be in 2024.
- 2.3.2. GLA campaigns are built to reach specific communities and audiences that are directly or indirectly impacted by issues or policies. Our work also includes an element of pan-London awareness, driven by our duty to inform Londoners about the work of the Mayor of London and London Assembly.
- 2.3.3. GLA public engagement campaigns range from content sharing and traffic driving through to narrative and behaviour-change, as well as

asking specific members of the public to take action such as attending events, volunteering or donating.

2.3.4. Current and expected communication areas include:

- (a) Public health and vaccination communications (relating to the COVID-19 pandemic)
- (b) Climate and air quality
- (c) Economic and social recovery
- (d) Crime, with a focus on violence affecting young people
Housing
- (e) Social integration, equality, diversity and inclusion
- (f) Community engagement

2.3.5. Going forward, communications will be focused around **London's Recovery programme and its missions** to rebuild the capital as a fairer, cleaner and greener city with a better long-term future for Londoners.

2.3.6. The GLA also delivers (via the Royal Docks Team) destination marketing and investment promotion campaigns to help position and promote the Royal Docks as a fantastic place to live, work and visit. These range from hyper local to international campaigns, and include:

- (a) destination marketing campaigns aimed at a national (sometimes international) audiences, to encourage visitors to visit the Royal Docks for major events e.g. Round the World Clipper Race. These are usually seasonal e.g. Summer in the Royal Docks;
- (b) investment promotion campaigns aimed at London and UK (sometimes international) businesses to encourage them to locate in the Royal Docks;
- (c) joint campaigns with partners such as ExCel London to promote specific events or initiatives;
- (d) London-focused awareness raising campaigns, to help establish the Royal Docks as a new cultural destination;

- (e) time - and location-specific consumer campaigns, for example, encouraging local residents to visit the Royal Docks during the Easter holidays;
- (f) event-specific consumer campaigns, for example, encouraging attendance at National Car Free Day; and
- (g) tactical advertising to promote our wider delivery programme – for example, publicising new developments and public consultations; or attracting businesses to the area through investment promotion activities

2.3.7. It is expected that the RDT will deliver up to 5 media-neutral, multi-channel campaigns, and up to 15 shorter, more tactical campaigns, per annum, through this framework.

2.3.8. The comms planning requirements of the GLA span a broad spectrum, from media neutral, integrated, strategic campaigns to tactical, reactive briefs. In addition to the general deliverables outlined in 4.1.1 above. The GLA has the following specific deliverables:

- (a) Working with the GLA on strategic communications planning, including the annual planning cycle.
- (b) Planning and buying integrated media campaigns as part of multi-channel communications campaigns, either directly with GLA in-house teams or with GLA appointed agencies. Work collaboratively within an ecosystem of creative agencies, production companies and partners, to optimise and evaluate activity.
- (c) In-campaign testing and optimisation of social media advertising.
- (d) Planning the GLA's allocation of TfL's on-system and contra inventory.
- (e) Coordination with other external agencies that on occasion support in the running of campaigns.
- (f) Secure and deliver audience-appropriate, forward thinking content and media partnerships.

- (g) Provide recommendations and support to assess advertising effectiveness through techniques such as ad recall research where this is offered by a Media Owner as part of an added value media buy.

2.3.9. The following services are not required:

- (a) Direct marketing such as distribution, email and telemarketing
- (b) PR
- (c) In-house social media advertising programme for discrete campaigns. These are run by the GLA.

2.4. London Fire Brigade (LFB)

LFB currently has no strategic media planning or buying requirements but may wish to make use of these services on a smaller, tactical basis should a need arise.

2.5. London Legacy Development Corporation (LLDC)

- 2.5.1. LLDC has a vibrant and compelling marketing output covering a wide range of areas - the bulk of which is focused on promoting Queen Elizabeth Olympic Park, with its world-class venues and events, to consumers (including our local residents) both inside and outside of London. This plays an important role in driving visitor numbers, with over 30 million visits to the Park, now in its tenth year.
- 2.5.2. The Park is currently under development which will continue up to 2030 and beyond, continuing to transform the local area with new housing and business opportunities.
- 2.5.3. Queen Elizabeth Olympic Park is one of the most exciting tourist attractions in Europe. Already having a special place in the hearts and minds of many people, thanks to the success of the London 2012 Olympic and Paralympic Games – and more recently the World Athletics Championships - the Park now looks to increase the number of visitors substantially (now over 6 million people every year) to its parklands, cafes and bars, gardens, waterways and sporting venues including London Stadium.
- 2.5.4. London Legacy Development Corporation will also work to make the Park financially sustainable through the range of B2C and B2B commercial opportunities available to visitors. This includes but is not limited to:

- East Bank – the UK’s newest cultural and education district with V&A , Sadlers Wells, BBC Music and more joining the Park from 2022
- Seasonal consumer campaigns, for example, encouraging London residents to visit the Park over Easter and Summer
- Event-specific consumer campaigns, for example, encouraging attendance at the Great Get Together
- Partner-led vents or activities for or ticketed events such ABBA Voyage or sporting events at the Copper Box Arena
- Destination marketing campaigns aimed at a national (sometimes international) audience, to encourage tourists to visit the Park
- Tactical advertising to exploit one-off opportunities – for example, Park adverts in event programmes
- Community campaigns to promote specific events or initiatives, from East Summer School to Your Neighbourhood Talks.

2.5.5. Paid media and media buying will support the delivery of B2B marketing to grow the overall profile of the Park as a place to bring and do business. While QEOP is typically regarded as a leisure and sporting destination, it has significant appeal from a business perspective. Our young, diverse and talented local population, rich cultural mix, and varied landscape of housing, labs, workspaces and amenities provides a unique ecosystem. We are proximate to London and enjoy exceptional connectivity, supported by advanced infrastructure, transport and embedded technologies. This together with our leading-edge academic institutions, the UK’s largest innovation campus; established businesses and start-ups; creative industries and science community as well as local residents and organisations, makes us the ideal setting for business.

2.5.6. Business to consumer audiences includes but is not limited to:

- Families (achieved through seasonal campaigns)
- Local community – attend community sports events plus annual event ‘The Great Get together’ and aware of jobs and skills opportunities in and around the Park.

- Tourists – to keep / increase the QEOP as a national and international brand
- Those attracted to the Park with a specific, vested interest (usually ticketed)
- Those wanting to experience something new and exciting (East Bank)

2.5.7. Business to business audiences includes but is not limited to:

- Small and Large Businesses – those who will want to invest in London and the Park
- Developers – those who may wish to joint venture on the Park residential developments through content, thought leadership.
- MICE organisers/ Filming companies- those who are looking to host events at partner venues and on our external spaces
- Sponsors – local sponsors

2.5.8. As part of our media buying strategy, LLDC would like to consider the following channels. This includes but is not limited to:

- Posters, leaflets and flyers
- Tube, bus and rail advertising
- Print advertising
- Billboard and outdoor advertising (including digital outdoor)
- Radio advertising
- Media partnerships
- A wide range of digital formats, including social media advertising and branded content, MPUs, banners, skyscrapers, page takeovers, branded newsletters etc.
- Search engine optimisation
- Trade magazine advertising

2.5.9. LLDC campaign budgets are typically small and seasonal – the Media Agency will be expected to supply innovative recommendations to

ensure maximum impact and be committed to supporting a low budget campaign as much as a high budget campaign.

2.6. Old Oak and Park Royal Development Corporation (OPDC)

In addition to the general deliverables outlined in 2.1 above, OPDC has the following specific deliverables:

- 2.6.1. Media planning and buying requirements are expected to be limited but likely to start with local media aimed at residents and businesses in the area to secure local buy-in. In the long-term, activity is likely to extend to pan-London reach, again targeting London residents and businesses in the capital.
- 2.6.2. It is important for the OPDC to demonstrate reach and relevance to diverse and hard-to-reach groups
- 2.6.3. It is likely that integrated comms planning will be required, working with agencies who specialise and have expertise in strategic identity and brand development to form branding and an identity for the organisation (location)
- 2.6.4. Campaigns will focus on the Mayor of London's vision to capitalise on:
 - The future transport development of the 'transport super-hub'
 - The transformative change of Old Oak
 - The regeneration of Park Royal
 - The continued protection of Wormwood Scrubs
- 2.6.5. Campaigns are likely to be branded OPDC and Mayor of London

2.7. Mayor's Office for Policing and Crime (MOPAC)

MOPAC currently has no strategic media planning or buying requirements, but may wish to make use of these services on a smaller, tactical basis should a need arise.

2.8. London & Partners

London & Partners targets both consumers to visit London and businesses to set-up in London. The scale and scope of L&P's marketing campaigns can vary significantly dependent on funding. The majority are small activations and managed in-house. Larger campaigns focus on the consumer visitor

audience, both domestic and international audiences. These campaigns are usually inspiration led and highly targeted to specific audience segments dependent on the campaign. Objectives beyond encouraging visitors to London could include secondary objectives such as dispersal of visitors, off-peak visitors, extended stay, changing perceptions of London, attracting new or return visitors.

3. PROJECT PLAN/TIMESCALES

3.1. GLA functional bodies

GLA functional bodies' campaign timings are commonly between 3 to 8 weeks from brief to live but can vary between 1 and 16 weeks.

Urgent requests for media placement may be required at short notice around events and critical communications for Londoners.

3.2. TfL

3.2.1. TfL currently has three main categories of campaign depending on objectives: **Inform**, **Inspire** or **Influence**, each with accompanying guide timescales.

3.2.2. We will work with the Media Agency to determine the timings for each type of brief, noting that TfL has fixed internal timings for creative approvals (at scamps and final artwork stage) and media bookings are not made until creative concepts have been approved by all relevant parties for the relevant channel.

Inform brief (e.g. Commercial pillar)	Inspire brief (e.g. Commercial pillar)	Influence brief (e.g. Commercial pillar)
Share the things that TfL is doing to enhance the network and ensure great value for money	Remind people why we're the best way to travel in London: a great service and great value	Surface the most compelling messages to drive PT choice in the moment / for the journey
Currently 16 weeks from brief to delivery	Currently 31 weeks from brief to delivery	Currently 31 weeks from brief to delivery

LIST OF APPENDICES TO SCHEDULE 3

- Appendix 1 - Media Audit Data List**
- Appendix 2 - Service Level Agreement**
- Appendix 3 - TfL's integrated campaign planning process**
- Appendix 4 - TfL's Paid for Media Partnerships CAIRO**

Appendix 1 to Schedule 3

Media Audit Data List (only applies where TfL is the Authority)

Any data requirements for the Authority's Media Auditors are subject to change by the Authority and will be agreed in advance with the Service Provider.

For **TV quality**, the Media Auditor will request plans (with both overall planned TVRs & weekly TVR plans) as well as main trading audience by channel, target audiences, and any specific programming or reach strategies.

For **TV Costs**, the Media Auditor will require gross spends (by channel, month and audience), as well as trading audience by channel (or spot, if not uniform by channel), and detail of any late booking penalties or special programme premia. Activity as supplied is verified against BARB reported delivery.

For **Radio**, the Media Auditor will receive Jet spotlist reports, with detail of every spot transmitted and what it delivered, and will require spend by station, and booking deadline details.

For **VoD, Display, Social and Digital audio** activity, the Media Auditor will require planned and delivered spend and impressions (split by vendor, format, creative length, buy type), as well as KPIs, unique reach, frequency/frequency caps, daily delivery, programming delivery and actions/performance (e.g. CTRs, completion etc).

For **Print**, the Media Auditor will request a report with line-by-line spend for each ad bought, as well as detail of the title, date, page number & format (which they then verify using Nielsen AdIntel).

For **OOH**, the Media Auditor will request specifically formatted campaign files with line-by-line detail for each buy, including spend, dates, buy type, contractor, format, lead time, number of sites, impressions (where applicable), dayparts etc.

For **Online**, the Media Auditor will request key market information relating to the digital media landscape including a list of digital platforms used, split by channel and the spend against each one. For direct buys, the Media Auditor will request information including campaign timings, ad format, spend and buy type. The Media Auditor will also request read-only access to all platforms within the scope (and set-up of platform exports where required).

Appendix 2 to Schedule 3 Service Level Agreement

The below Service Level Agreement is specific to Transport for London. Other Authorities may choose to set their own SLA's in accordance with Clause 5.15.

1 SERVICE LEVEL AGREEMENTS (SLAs) / KEY PERFORMANCE INDICATORS (KPIs)

1.1 INTRODUCTION

Purpose

- 1.1.1 The purpose of the SLA is to set out the expectations of how the Authority, the Creative Agency and the appointed Media Agency work in partnership.

Objective

- 1.1.2 The objective is to review performance to ensure all parties' working practices are of the highest standard.

Output

- 1.1.3 The output is a mutual SLA six (6) monthly formal appraisal mid-way through each Financial Year (Mid Year Review) and at the end of each Financial Year (**End of Year Review**).
- 1.1.4 For each Mid Year and End of Year Review the Authority, the Service Provider and the Media Agency complete the formal Mid Year/End of Year Review Form. The Authority, the Creative Agency and the Media Agency then meet to agree scores and discuss and develop a plan ("**Action Plan**") to address any issues with service.
- 1.1.5 At the End of Year Review, where the Service Provider has scored '2' or below in any of the Performance Areas the Authority may, at its discretion and in addition to any Action Plan, apply the Performance Rebate in accordance with the provisions of this SLA.
- 1.1.6 In addition to the Mid Year Review and End of Year Review, there will be regular quarterly review meetings (**Quarterly Reviews**) with the Authority, the Creative Agency and the Media Agency at which any Action Plan we will be reviewed to check progress against items identified in the Action Plan and to identify any other performance issues that may need to be add to the Action Plan.
- 1.1.7 For each campaign or project, the Authority, the Creative Agency and the Media Agency will complete a mutual Campaign Wash Up Appraisal Form

specific to each campaign or project once the campaign or project has gone live. It will also include a review post campaign (the frequency to be determined either post the initial burst and then at an interval to be agreed where there are several bursts and to be agreed by the relevant Portfolio Manager).

1.2 MID YEAR AND END OF YEAR REVIEWS

- 1.2.1 The Mid Year Reviews and End of Year Reviews will take place as soon as possible after the end of each six (6) month period in each Financial Year and in any event no later than 2 months after the end of each six (6) month period.
- 1.2.2 The Authority, the Creative Agency and the Media Agency will each complete the Appraisal Form set out in Attachment 1 to this Appendix 2 using the appraisal scoring criteria set out in the Appraisal Form for each of the following performance areas (**Performance Areas**) as set out in the Mid Year/End of Year Appraisal Form:
- Relationship
 - Strategic Hub
 - Work
 - Functional Competency
- 1.2.3 The Mid Year Review Forms will reflect the Service Provider's performance in the first six (6) months of the relevant Financial Year.
- 1.2.4 The End of Year Review Forms will reflect the Service Provider's performance in throughout the whole of the relevant Financial Year.
- 1.2.5 The Authority, the Creative Agency and the Media Agency shall meet to agree scores and discuss and develop an Action Plan to address any issues with service.
- 1.2.6 At the End of Year Review, where the Service Provider has scored '2' or below in any of the Performance Areas the Authority may, at its discretion and in addition to any Action Plan, apply a Performance Rebate of 1.25% of the Annual Retainer Fee paid to the Service Provider in the relevant Financial Year for each Performance Area that has scored '2' or below as illustrated in the following table.

Number of Performance Areas scoring a 2 or below	Percentage Performance Rebate
1	1.25%
2	2.50%

3	3.75%
4	5.00%

1.2.7 In the event that any Performance Rebate is due to the Authority, the Authority may deduct such sum from the Charges payable by the Authority in the subsequent Financial Year.

1.2.8 The Authority will have the option to terminate the Call Off Contract if the Service Provider receives a score of '2' or less within the same Performance Area in more than two (2) consecutive formal appraisals, despite there being a clear and agreed Action Plan.

1.3 CAMPAIGN WASH UP APPRAISAL

1.3.1 For each campaign or project, the Authority, the Creative Agency and the Media Agency will complete a mutual Campaign Wash Up Form specific to each campaign or project once the campaign or project has gone live. It will also include a review post campaign (the frequency to be determined either post the initial burst and then at an interval to be agreed where there are several bursts and to be agreed by the relevant Portfolio Manager).

1.3.2 The Campaign Wash Up Form set out in Attachment 2 to this Appendix 2 (Specification) shall be completed using the appraisal scoring criteria set out in the Campaign Wash Up Appraisal Form for each of the following Performance Areas as set out in the Campaign Wash Up Appraisal Form:

1.1.1.1 Relationship

1.1.1.2 Work

1.1.1.3 Functional Competency

APPENDIX 2 to SCHEDULE 3

ATTACHMENT 1

APPRAISAL FORM

APPRAISAL SCOPE

TfL, [insert name of Media Agency] and , [insert name of Creative Agency] appraise each other.

After they have completed their areas of the form individually, all parties should meet to discuss and develop priority action points to move forward.

Appraisals are to be both quantitative and qualitative. Ratings should be given in each area, but written comments are important in order to provide the most constructive feedback to each other.

Each portfolio manager and their respective counterparts in [insert name of Media Agency] and [insert name of Creative Agency] will complete the appraisal.

SERVICE PROVIDER APPRAISED	[insert name of Media Agency] and [insert name of Creative Agency]
PORTFOLIO APPRAISED	Pan Customer Marketing and Behaviour Change Department
APPRAISAL COMPLETED BY	AGENCIES:
	TFL: [REDACTED]
DATE	

APPRAISAL SCORING DEFINITIONS:

1 = POOR	2 = NOT GOOD ENOUGH	3 = GOOD	4 = VERY GOOD	5 = EXCEPTIONAL
1 – Poor	<p>Definition of ‘poor’ – Consistent failing in either delivery, relationship or the core principles of CAIRO</p> <p>This could mean:</p> <ol style="list-style-type: none"> 1. A poor or incomplete client brief 2. Breakdown down in communication / integration leading to multiple missed deadlines or a delay to work going live 3. Regular incoherent or unconsolidated feedback, issues arising that require repeat escalation to senior leadership 4. Creative work or media completely off brief or requiring significant input from TfL 5. Poor attention to detail throughout 			
2 – Not good enough	<p>Definition of ‘not good enough’ – Some failings in the delivery of the core principles of CAIRO</p> <p>This could mean:</p> <ol style="list-style-type: none"> 6. Lack of product, technical or political knowledge to support brief 7. Poor communication, lack of integration or collaboration 8. Poor or unconsolidated feedback 9. Deadlines missed or failing to stick to agreed timings 10. Uninspiring creative work or media recommendations that do not address the brief 11. Some attention to detail issues 12. Creative work does not meet Corporate Design Standards or Brand World principles. 			
3 – Good	<p>Definition of ‘Good’ – Consistent good standard of performance in delivery as set out in CAIRO and consistently good levels of briefing, communication and integration.</p> <p>This could mean:</p> <ol style="list-style-type: none"> 13. Consolidated and clear briefing and feedback 14. Overall good partnership working and collaboration, clear communication and integration 15. Work delivered on time and to budget 16. Overall, strong creative and media recommendations 17. Creative work and media right the first time 			
4 – Very Good	<p>Relationship was ‘Very Good’ – Clear evidence of excellence in delivery, or role model performance in one or more area.</p> <p>This could mean:</p> <ol style="list-style-type: none"> 1. Some aspect of the activity went ‘above and beyond’ either in ways of working or what is delivered (e.g. OOH brilliance) 2. Activity considered a template for best practice 			
5 – Exceptional	<p>Relationship was ‘Exceptional’ – A clear demonstration of going over and above the day to day requirements.</p> <p>This could mean:</p> <ol style="list-style-type: none"> 3. Both Media and Creative consider exemplary by all parties 4. A super-fast turnaround on an urgent or reactive brief with an excellent output 5. ‘Outside the box’ thinking resulting in delivery of a bigger, better and more integrated campaign than the original requirement of the brief 6. Delivery of an award worthy industry or TfL ‘first’ 			

SECTION 1 - RELATIONSHIP

To be completed by TfL, [insert name of Media Agency] and [insert name of Creative Agency]

RELATIONSHIP SCORE: *This section should judge whether the team had a strong relationship built on partnership, collaboration and shared ownership. It should cover collaboration, team work, listening ability, open discussion and the quality of the client, strategy, account and creative teams.*

1 = POOR

2 = NOT GOOD
ENOUGH

3 = GOOD

4 = VERY GOOD

5 = EXCEPTIONAL

SCORE:

REMARKS:

SECTION 2 – STRATEGIC HUB

To be completed by TfL, [insert name of Media Agency] and [insert name of Creative Agency]

STRATEGIC HUB SCORE: *This section should judge whether the strategic hub is providing clear direction to steer the team at a senior level and should cover strategic hub briefs, responses to briefs from agencies etc.*

1 = POOR

2 = NOT GOOD
ENOUGH

3 = GOOD

4 = VERY GOOD

5 = EXCEPTIONAL

SCORE:

REMARKS:

SECTION 3 – THE WORK

To be completed by TfL, [insert name of Media Agency] and [insert name of Creative Agency]

THE WORK SCORE: *This section should judge the quality of the product that we deliver and whether it delivers against KPIs; including the creative and the media output, whether the work met the brief, if learnings were effectively applied from previous campaigns/other portfolios and whether it delivered against metrics set.*

1 = POOR

2 = NOT GOOD
ENOUGH

3 = GOOD

4 = VERY GOOD

5 = EXCEPTIONAL

SCORE:

REMARKS:

SECTION 4 – FUNCTIONAL COMPETENCY

To be completed by TfL, [insert name of Media Agency] and [insert name of Creative Agency]

FUNCTIONAL COMPETENCY SCORE: *This section should judge whether every member of the team is delivering excellence and adhering to our contractual ways of working (CAIRO). It should cover the briefing process, the creative process and production including; attention to detail, quality of feedback, prompt development of timing plans, contact reports (accuracy and 24hrs post meeting), media plans (reflect agreed budget and strategy), accuracy of pre-production documents, budgets, etc.*

1 = POOR

2 = NOT GOOD
ENOUGH

3 = GOOD

4 = VERY GOOD

5 = EXCEPTIONAL

SCORE:

REMARKS:

KEY PRIORITIES (filled out conjointly by TfL, [insert name of Media Agency] and [insert name of Creative Agency])

ACTION TO BE TAKEN	
NEXT THREE MONTHS:	<ul style="list-style-type: none"> • • •

<i>On behalf of TfL</i>	<i>On behalf of [insert name of Creative Agency] / [insert name of Media Agency]</i>
Signed _____ Date _____	Signed _____ Date _____

APPENDIX 2 to SCHEDULE 3
ATTACHMENT 2
CAMPAIGN WASH UP FORM

APPRAISAL SCOPE

TfL, [insert name of Media Agency] and [insert name of Creative Agency] appraise each other.

After they have completed their areas of the form individually, all parties should meet to discuss and develop priority action points to move forward.

The form should be shared 24 hours prior to the meeting where scores will be agreed face to face. One week after the wash up session, agencies are required to send back forms with agreed scores including consolidated comments and actions.

Appraisals are to be both quantitative and qualitative. Scores should be given in each area, but written comments are important in order to provide the most constructive feedback to each other.

Each portfolio manager and their respective [insert name of Media Agency] and [insert name of Creative Agency] Account Directors will approve the form.

This document is to be completed within **2 weeks** of a campaign going live.

CAMPAIGN:	
COMPLETED BY	AGENCIES:
	TFL: [REDACTED]
DATE	

SCORING DEFINITIONS:

1 = POOR	2 = NOT GOOD ENOUGH	3 = GOOD	4 = VERY GOOD	5 = EXCEPTIONAL
1 – Poor	<p>Definition of ‘poor’ – Consistent failing in either delivery, relationship or the core principles of CAIRO</p> <p>This could mean:</p> <ul style="list-style-type: none"> 18.A poor or incomplete client brief 19.Breakdown down in communication / integration leading to multiple missed deadlines or a delay to work going live 20.Regular incoherent or unconsolidated feedback, issues arising that require repeat escalation to senior leadership 21.Creative work or media completely off brief or requiring significant input from TfL 22.Poor attention to detail throughout 			
Not good enough	<p>Definition of ‘not good enough’ – Some failings in the delivery of the core principles of CAIRO</p> <p>This could mean:</p> <ul style="list-style-type: none"> 23.Lack of product, technical or political knowledge to support brief 24.Poor communication, lack of integration or collaboration 25.Poor or unconsolidated feedback 26.Deadlines missed or failing to stick to agreed timings 27.Uninspiring creative work or media recommendations that do not address the brief 28.Some attention to detail issues 29.Creative work does not meet Corporate Design Standards or Brand World principles. 			
Good	<p>Definition of ‘Good’ – Consistent good standard of performance in delivery as set out in CAIRO and consistently good levels of briefing, communication and integration.</p> <p>This could mean:</p> <ul style="list-style-type: none"> 30.Consolidated and clear briefing and feedback 31.Overall good partnership working and collaboration, clear communication and integration 32.Work delivered on time and to budget 33.Overall, strong creative and media recommendations 34. Creative work and media right the first time 			
Very Good	<p>Relationship was ‘Very Good’ – Clear evidence of excellence in delivery, or role model performance in one or more area.</p> <p>This could mean:</p> <ul style="list-style-type: none"> 7. Some aspect of the activity went ‘above and beyond’ either in ways of working or what is delivered (e.g. OOH brilliance) 8. Activity considered a template for best practice 			
5 – Exceptional	<p>Relationship was ‘Exceptional’ – A clear demonstration of going over and above the day to day requirements.</p> <p>This could mean:</p> <ul style="list-style-type: none"> 9. Both Media and Creative consider exemplary by all parties 10.A super-fast turnaround on an urgent or reactive brief with an excellent output 11.‘Outside the box’ thinking resulting in delivery of a bigger, better and more integrated campaign than the original requirement of the brief 12.Delivery of an award worthy industry or TfL ‘first’ 			

SECTION 1 - RELATIONSHIP

To be completed by TfL, [insert name of Media Agency] and [insert name of Creative Agency]

RELATIONSHIP SCORE: *This section should judge whether the team had a strong relationship built on partnership, collaboration and shared ownership. It should cover collaboration, team work, listening ability, open discussion and the quality of the client, strategy, account and creative teams.*

1 = POOR

2 = NOT GOOD
ENOUGH

3 = GOOD

4 = VERY GOOD

5 = EXCEPTIONAL

SCORE:

1

2

3

4

5

(delete as applicable)

REMARKS:

SECTION 2 – THE WORK

To be completed by TfL, [insert name of Media Agency] and [insert name of Creative Agency]

THE WORK SCORE: *This section should judge the quality of the product that we deliver and whether it delivers against KPIs; including the creative and the media output, whether the work met the brief, if learnings were effectively applied from previous campaigns/other portfolios and whether it delivered against metrics set.*

1 = POOR

2 = NOT GOOD
ENOUGH

3 = GOOD

4 = VERY GOOD

5 = EXCEPTIONAL

SCORE:

1

2

3

4

5

(delete as applicable)

REMARKS:

SECTION 3 – FUNCTIONAL COMPETENCY

To be completed by TfL, [insert name of Media Agency] and [insert name of Creative Agency]

FUNCTIONAL COMPETENCY SCORE: *This section should judge whether every member of the team is delivering excellence and adhering to our contractual ways of working (CAIRO). It should cover the briefing process, the creative process and production including: attention to detail, quality of feedback, prompt development of timing plans, contact reports (accuracy and 24hrs post meeting), media plans (reflect agreed budget and strategy), accuracy of pre-production documents, budgets, etc.*

1 = POOR

2 = NOT GOOD
ENOUGH

3 = GOOD

4 = VERY GOOD

5 = EXCEPTIONAL

SCORE:

1

2

3

4

5

(delete as applicable)

REMARKS:

ACTIONS TO BE TAKEN:

The following actions were agreed, and key learnings agreed based on the above comments:

-
-
-

Appendix 3. TfL's integrated campaign planning process

CAIRO (**C**onsulted, **A**ccountable, **I**nformed, **R**esponsible, **O**mit) is the current ways of working process that outlines the key roles and responsibilities that TfL uses to manage the effective response to campaign briefs.

Campaigns are categorised as **Inform**, **Inspire** or **Influence**, depending on campaign objectives. There are three separate CARIO models, one for Inform campaigns, one for Inspire and Influence campaigns and one for senior management.

The table below shows the CARIO for developing an **Inform** campaign, as an example.

Activity / Task	Creative Agency	Media Agency	TfL
Brief Development			
Lead the process to identify business requirements and objectives.	I	I	R
Write business brief incl. clear metrics and milestones/dates.	I	I	R
Ensure customer is at heart of the brief (marketing manager and TfL insight)	C	C	R, A
TfL to brief both agencies together (including verbal)	C	C	R, A
Agencies to respond with questions.	R	R	O
TfL to provide requested info.	O	O	R, A
Agencies to respond with outline timings.	R	R	C
Creative Agency to write creative brief, ensuring customer is at the heart of it & allocate a creative team.	R	O	O
Creative Agency to allocate a creative team.	R	O	O
Media Agency to share brief internally & allocate specific owner.	O	R	O
Creative Agency brief creative team	R	O	O
Creative and Channel Development			
Input of customer data and insight into media planning recommendation	C	R, A	O

Joint agency first response (creative concept & channel)	R,A	R,A	C
TfL to provide feedback to Creative Agency (via feedback form)	I	O	R
TfL to provide feedback to Media Agency.	O	I	R
Creative Agency to debrief creative team.	R	O	O
Media Agency to debrief strategic, communication and activation teams.	O	R	O
Further creative development	R,A	O	I
Further channel development	O	R, A	I
Joint agency second response to concept (Creative concept and Channel)	R,A	R,A	C
Final approval of concept (Creative concept and Channel)	R	R	A
Joint agency final response to TfL (with media laydown)	R,A	R,A	I
TfL to approve response.	C	C	R,A
Media Agency to write media brief and brief activation teams.	O	R,A	O
Media Agency to produce channel plans and workbook including formats.	C	R,A	I
Creative Agency to take workbook and contact media owners for creative specs.	R,A	C	O
GLA - 1 - Concept			
TfL approval to proceed to GLA	I	I	R
Progression through internal TfL approval	O	O	R
GLA approval	I	I	R
Production			
Shoot (live action/AV content/mood film/internal comms film)			
Pre-Production (Recommend Locations, Directors, Casting, Music, Tech Recce)	R,A	O	O
Approve script, location, directors, music, tonality etc	R	O	A

Agency to draft Production Budget for approval	R,A	O	O
TfL to approve Production Budget	I	O	R
Clearcast Submission and Approvals	R,A	O	O
Set up, run, issue minutes of PPM	R,A	O	O
Approve actions in minutes/ Proceed to shoot.	I	O	A
Shoot (no product)	R,A	O	O
Shoot (with product/ technical support)	R,A	O	C
Post Production	R,A	O	I
Approval post production	R	O	A
Shoot (photography)			
Pre-Production (Recommend Locations, Directors, Casting, Music, Tech Recce)	R,A	O	C
Approve location, directors, music, tonality etc	R	O	A
Agency to share Production Budget for approval	R,A	O	I
TfL to approve Production Budget	I	O	R
Set up, run, issue minutes of PPM	R,A	O	C
Approve minutes/ approval to proceed to shoot	I	O	A
Shoot (no product)	R,A	O	O
Shoot (with product/ technical support)	R,A	O	C
Post Production	R,A	O	I
Approval post production	R	O	A
Approve scamps	I	O	R
Approve copy	I	O	R
Artwork	R,A	O	I
Proofing	R,A	O	I
Delivery	R,A	O	I
GLA - 2 - Final assets			
TfL approval to proceed to GLA	I	I	R,A

Provide assets for GLA	R	O	O
Progression through internal TFL approval	O	O	R,A
GLA approval	O	O	R,A
Develop master artwork	R	O	O
Approval of master artwork	R	I	R,A
Development of adapts, post approval of Master Artwork	R, A	I	O
Final delivery of campaign assets and media schedule	R	R	O
Wash up/ learnings i.e. sla light	R	R	R
Resupply	R	C	I
Complete	R	R	R

Appendix 4 - TfL's Paid for Media Partnerships CAIRO

The table below shows the current roles and responsibilities across Media Agency, Creative Agency and TfL for developing paid for media partnerships for TfL

Timeframe	Partnership Actions	TfL	Media Agency / content team	Creative agency	Media owner
Week 1:	TfL to brief Media Agency/content team	A, R	C	C	O
Week 1:	Media Agency to brief Media Owners	O	A, R	I	C
Week 3:	Media Agency to review & refine responses	O	A, R	C	O
Week 4:	Media Agency to present back partnership proposal to TfL	I	A, R	I	O
Week 4:	Media Agency/content team to brief internal TfL stakeholder to deal with any issues/amends required	I	A, R	O	O
Week 4:	Media Agency to liaise with Creative Agency on development and content creation elements	O	A, R	R	O
Week 5-6:	Media Agency to negotiate final media agreement	O	A, R	O	R
Week 7-8:	Media Agency/Content team to present final plan, SLA and contract (where applicable) for TfL approval	I, R	A, R	O	O
Week 7-8:	Media Agency/content team to prepare and share plan on a page, consolidated campaign plan and key visuals	I	A, R	I	R
Week 7-8:	Content template produced with key messaging and creative look and feel	C	A, R	C	A, R

Week 7-8:	Media Agency to check in with internal TfL stakeholder to deal with any issues/amends required	I, C	A, R	O	O
Week 8:	TfL and GLA approval of plan on a page, campaign plan and key visuals	A, R	I	O	O
Week 8:	Content template approval	A, R	O	O	O
Week 8:	Check in with Creative Agency on final plan and approved content	O	A, R	C	O
Week 8-9:	Content creation, amends and production	O	A, R	I	R
Week 10-11:	Media Agency share final draft for one round of feedback and amends	R	A, R	I	O
Week 12:	Content prepared for presentation to TfL and GLA (plan on a page and assets)	O	A, R	I	O
Week 12-13:	GLA Approval	A, R	O	O	O
Week 13:	Final approval and live	A, R	A	O	R

Key	Description
C- Consulted	Party that needs to feedback or contribute to the task or activity being performed (two-way communication).
A – Accountable	Party who is ultimately accountable for the task or activity being performed.
I – Informed	Party that needs to be kept up-to-date (one-way communication).
R – Responsible	Party who will perform the work in the task or activity.
O – Omitted	Party who is not required to be part of the process

SCHEDULE 4 – CHARGES AND REMUNERATION PRINCIPLES AND PRACTICES

Part A – Charges

Definitions

In this Schedule 4 the following defined terms shall apply:

“Additional Services” means the services described in the Additional Services Table.

“Additional Services Table” means the table titled ‘Additional Services’ on page 4 (Other Tools, Tech & Services) of the document labelled ‘BAFO_WAVEMAKER LIMITED_COST_OF_SERVICES 23012023 contained in Annex 1 to this Schedule 4.

“Commission Tables” means the relevant tables identifying Commission rates set out on page 1 (Fee Structure) of the document labelled ‘BAFO_WAVEMAKER LIMITED_COST_OF_SERVICES 23012023 contained in Annex 1 to this Schedule 4.

1A For TfL (other than Briefs issued by the TfL Consultation Team)

The Charges comprise (as appropriate):

- (i) in respect of the TfL Annual Scope of Work:
 - (a) the Annual Retainer Fee specified in Annex 1 of this Schedule 4;
 - (b) Net Media Costs; and
 - (c) any other costs or expenses agreed in writing and payable by the Authority in accordance with the provisions of the Agreement.
- (ii) in respect of any Briefs which are in addition to the Annual Scope of Work:
 - (a) where the relevant Services are identified as Additional Services, the Charges shall be in accordance with the rates and prices set out in the Additional Services Table;
 - (b) where the relevant Services are not Additional Services, the Charges shall be based on (but shall not exceed) the relevant rates and charges set out in Annex 1 to this Schedule 4;
 - (c) Net Media Costs; and
 - (d) any other costs or expenses agreed in writing and payable by the Authority in accordance with the provisions of the Agreement.

1B For Briefs issued by the TfL Consultation Team

The Charges comprise (as appropriate):

- (i) in respect of Services included in the Commission Tables:
 - (a) Commission at the relevant rates specified in the Commission Tables;
 - (b) Net Media Costs; and
 - (c) any other costs or expenses agreed in writing and payable by the Authority in accordance with the provisions of the Agreement.
- (ii) in respect of any Briefs which are in addition to the Services included in the Commission Tables:
 - (a) where the relevant Services are identified as Additional Services, the Charges shall be in accordance with the rates and prices set out in the Additional Services Table;
 - (b) where the relevant Services are not Additional Services, the Charges shall be based on (but shall not exceed) the relevant rates and charges set out in Annex 1 to this Schedule 4;
 - (c) Net Media Costs; and
 - (d) any other costs or expenses agreed in writing and payable by the Authority in accordance with the provisions of the Agreement.

2. For GLA

The Charges comprise (as appropriate):

- (i) in respect of the GLA Annual Scope of Work:
 - (a) the Annual Retainer Fee specified in Annex 1 of this Schedule 4;
 - (b) Net Media Costs; and
 - (c) any other costs or expenses agreed in writing and payable by the Authority in accordance with the provisions of the Agreement.
- (ii) in respect of any Briefs which are in addition to the Annual Scope of Work:
 - (a) where the relevant Services are identified as Additional Services, the Charges shall be in accordance with the rates and prices set out in the Additional Services Table;
 - (b) where the relevant Services are not Additional Services, the Charges shall be based on (but shall not exceed) the relevant rates and charges set out in Annex 1 to this Schedule 4;
 - (c) Net Media Costs; and
 - (d) any other costs or expenses agreed in writing and payable by the Authority in accordance with the provisions of the Agreement.
- (iii) in respect of Services included in the Commission Tables:

- (a) Commission at the relevant rates specified in the Commission Tables;
 - (b) Net Media Costs; and
 - (c) any other costs or expenses agreed in writing and payable by the Authority in accordance with the provisions of the Agreement.
- (ii) in respect of any Briefs which are in addition to the Services included in the Commission Tables:
- (a) where the relevant Services are identified as Additional Services, the Charges shall be in accordance with the rates and prices set out in the Additional Services Table;
 - (a) where the relevant Services are not Additional Services, the Charges shall be based on (but shall not exceed) the relevant rates and charges set out in Annex 1 to this Schedule 4;
 - (b) Net Media Costs; and
 - (c) any other costs or expenses agreed in writing and payable by the Authority in accordance with the provisions of the Agreement.

3. For all other Authorities:

The Charges comprise (as appropriate):

- (i) in respect of Services included in the Commission Tables:
- (a) Commission at the relevant rates specified in the Commission Tables;
 - (b) Net Media Costs; and
 - (c) any other costs or expenses agreed in writing and payable by the Authority in accordance with the provisions of the Agreement.
- (ii) in respect of any Briefs which are in addition to the Services included in the Commission Tables:
- (a) where the relevant Services are identified as Additional Services, the Charges shall be in accordance with the rates and prices set out in the Additional Services Table;
 - (b) where the relevant Services are not Additional Services, the Charges shall be based on (but shall not exceed) the relevant rates and charges set out in Annex 1 to this Schedule 4;
 - (c) Net Media Costs; and
 - (d) any other costs or expenses agreed in writing and payable by the Authority in accordance with the provisions of the Agreement.

4. General:

- (i) During the Term, Authority's reserve the right to change the type of remuneration approach used. The parties will (acting reasonably and in good faith) discuss and agree any changes to the charges where necessary.

- (ii) The Service Provider agrees to keep the Authority fully informed of any early payment discounts for Media Placements offered by Media Owners and the relevant deadlines for the Authority to avail itself of such early payment discount. In the event that the Authority opts not to pay early to receive any early payment discount, the Service Provider is entitled to make payment on the Authority's behalf and then retain those early payment discounts for its own account, provided that the Service Provider has given the Authority reasonable notice in writing of such early payment discount and the Authority has not paid the Service Provider by the relevant deadline notified to the Authority.
- (iii) The Service provider agrees to keep the Authority fully informed of any Service Provider Volume Bonifications (AVBs) and early payment discounts available to the Service Provider to use with its Authority as a result of the Service Provider's dealings with Media Owners together with any dates by which such discounted media space must be used by the Authority in order to take advantage of the discount (and for the avoidance of doubt such discounted media space shall be included in the definition of AVBs for the purpose of this Agreement whether directly or indirectly related to the Authority's Media Placements).

Part B – Remuneration Principles and Practice

Billing Process

- 2.1. Objective of Billing Process: The Service Provider shall seek to reduce the number of invoice queries between the Authority and the Service Provider and to reduce the numbers of invoices and credit notes raised per campaign.
- 2.2. Each media campaign will comprise of either a single burst or a number of 'bursts' of activity. The number and length of 'bursts' will be agreed between the Authority and the Service Provider at the start of every campaign. Any additional activity would need to be agreed in advance with the relevant Authority campaign manager including any budget implications.
- 2.3. The Authority will supply purchase order (PO)s per campaign 'burst' or per quarter if a channel plan has been agreed for all print, TV, cinema and radio campaigns. For all media the Authority will supply a single PO per quarter, per campaign activity to enable timely reconciliation.
- 2.4. The Service Provider will supply one invoice, per media, per month, for each PO.
- 2.5. Ad-serving will be included with Digital invoicing, and not as a separate invoice.

- 2.6. At the end of each campaign burst and quarter, the Service Provider will provide a media reconciliation, and which will confirm the value of any outstanding amounts on the PO to the Authority.
- 2.7. With each PO reconciliation the Service Provider will confirm whether there will be any further billing against the relevant purchase order to enable the Authority to close down a PO. On an agreed basis the Service Provider will send over a full report detailing which POs can be closed down.
- 2.8. No media bookings are permitted without a valid Purchase Order or Approval from a Band 3 (TfL), Grade 12 (GLA) or equivalent and above employee from the Authority. The Authority will send Valid Purchase Order within two (2) Business Days on approval and confirm by email this has been completed. Media will not be booked until a PO is received from the Authority except where such media booking is required to be made urgently as agreed by the Service Provider acting reasonably, following which the Authority shall provide a PO within two (2) Business Days.
- 2.9. The Service Provider shall bill in good time and accurately including without limitation before the deadline of year end (31 March of any given year). In particular, the Service Provider shall submit purchase orders up to date and reconciled by 15 February, or a mutually agreeable date in each year of this Agreement. The Service Provider will then pause further billings for the remainder of the fiscal year to allow Authority to accrue funding into the following year.

Media Plan, Burst Summary and Billing Schedule

- 3.1. The Service Provider will, in discussion with the Authority, agree and prepare a Media Plan for a campaign and agree the number of media 'bursts' across the campaign life.
- 3.2. All Media Plans supplied to the Authority will be supported by a burst summary by quarter and by media channel.
- 3.3. The Authority will review and approve the Media Plan before supplying formal approval to secure media space via email.

International activity

- 4.1. International activity will work to an exchange rate agreed between the Parties acting reasonably and update prior to activity taking place.
- 4.2. The Service Provider will invoice the Authority using an exchange rate agreed at the time of booking between the Parties acting reasonably

Invoicing the Authority

- 5.1. During the campaign the Service Provider will invoice the Authority as per the agreed billing schedule. This provision shall take precedence over Clause 70

- 5.2. Invoices will be sent on or around the 10th of each month of campaign following the appearance date of each media channel. This provision shall take precedence over Clause 70.
- 5.3. Invoices issued should not exceed the Purchase Order value and any invoices issued that exceed the Purchase Order value will be rejected.
- 5.4. Invoice Total (noted as 'PLEASE PAY THIS AMOUNT') will be clearly demonstrated on each invoice supplied.
- 5.5. Any invoices received by the Authority that are not in compliance with the billing schedule will be rejected by the Authority and notification of rejection with reason shall be supplied to the Service Provider.
- 5.6. The Service Provider will maintain a log of the invoices supplied to the Authority.
- 5.7. All invoices will include applicable levies and taxes which may apply.

Reconciliation

- 6.1. Once the media burst is complete, the Service Provider will provide a reconciliation of the actual costs incurred. This will be supplied to Campaign Managers on 25th of the month following the end of each burst for offline media and for online media (digital display, social, video on demand) no more than two months post completion of the burst of activity.
- 6.2. A separate reconciliation will be supplied for offline, online and international media no later than one month post completion of the media burst. For digital display, social and Video on demand the Service Provider should supply a reconciliation not later than two months post completion of the media burst if it is not available one month post completion of the burst.
- 6.3. As an output of the reconciliation the Service Provider will issue a final credit note in the same currency as originally invoiced to the Authority's finance if one is required.
- 6.4. As the Service Provider has no authority to overspend the reconciliation shall not request additional funding.
- 6.5. The Authority will confirm once the report has been provided by the Service Provider via email if a Purchase Order is being closed.

Purchase Orders (POs)

- 7.1. The Service Provider shall provide fee estimates to enable the Authority to raise POs.

- 7.2. Any POs raised by the Authority that are not in line with the agreed budget will be rejected by the Service Provider (via email), and the Authority will need to cancel and re-supply.
- 7.3. Where a budget is increased after a Media Plan has been agreed, the Authority will supply an additional PO if invoices have already been sent.
- 7.4. A PO value can be increased in agreement with the Authority in advance of any commitment to spend and a copy of the revised increased PO shall be notified to the Service Provider by email.
- 7.5. The Service Provider will maintain a log of all PO's issued by the Authority.

End of Year Financial Reconciliation and Unbilled Media

End of Year Financial Reconciliation

- 8.1. The Service Provider will need to comply with the necessary evidential requirements for the Authority to complete their year end financial processes. This includes but may not be limited to the following:
 - 8.1.1. Ensuring the Service Provider provides the financial documented substantiation required to enable the Authority to accrue for any Media Placements which will have appeared within the Financial Year as part of the Authority's year end financial processes; and
 - 8.1.2. ensuring that invoices issued for Media Placements that appeared within a given Financial Year are issued to the Authority within three months after the end of the relevant Financial Year. For example, for Media Placements appearing April 2023 to March 2024, and where the Service Provider has yet to invoice the Authority during this period, the invoices for Media Placements during this time period, will need to be issued no later than three months after year end i.e. by end June 2024.

Unbilled Media

- 8.2. The Service Provider will report Unbilled Media to the Authority for the prior Financial Year no later than the end of June in the following Financial Year and reimburse to the Authority any and all Unbilled Media.
- 8.3. Where the Service Provider passes back Unbilled Media to the Authority and the Service Provider subsequently receives (within the relevant statutory limitation period) a valid Media Placement invoice from the Media Owner relating to the value of the Media Placement which has been returned to the Authority as Unbilled Media, the Authority will be liable to pay back the same to the Service Provider upon receipt of a valid invoice from Service Provider on the payment terms set out in this Agreement. For the avoidance of doubt, the Service Provider shall provide to the Authority and its Media Auditor access to the Service Provider's complete unbilled media report for the entire Term and for a period of two (2) years thereafter including access to Unbilled Media reports

between the Service Provider and/or Service Provider Group and their vendors. This paragraph 8.3 shall survive termination or expiry of this Agreement for any reason.

Cancellation Costs

- 9.1 Where applicable, the Service Provider shall receive the fees stated in Annex 1 to this Schedule 4.

ANNEX 1 (to Schedule 4)

CHARGES

Documents labelled:

BAFO_WAVEMAKER LIMITED_COST_OF_SERVICES 23012023

BAFO_WAVEMAKER LIMITED_MEDIA COSTS 23012023

Copies of both documents are included at the end of this Framework Agreement.

ANNEX 2 (to Schedule 4)
CANCELLATION COSTS

The Cancellation Costs are set out in Annex 1 to Schedule 4.

SCHEDULE 5 – CONTENTS OF A BRIEF

Indicative information to be included in Briefs:

- Necessary background information;
- The objective of the campaign;
- The budget for the campaign;
- The timescale according to which the campaign is to be produced; and
- The deadline for receipt of either a Strategic Response or Joint Strategic Response produced jointly in collaboration with the Creative Agency.

SCHEDULE 6 - CONTENTS OF CONTACT REPORT FOLLOWING A BRIEF

Each Contact Report issued by the Service Provider in response to a Brief, whether such Brief is issued in writing, via email or during a meeting, shall contain the following information:

- Details of the relevant Brief such as the sender and recipient and the date of such Brief,
- If a joint Strategic Response has been or is to be provided, details of such Strategic Response such as the identity of the sender and recipient and the date of such Strategic Response.
- The Service Provider's Manager for the purposes of such Brief.
- The Campaign Manager for the purposes of such Brief.

SCHEDULE 7 - CONTRACT TEMPLATE

Framework Number: GLA 82034

Framework Title: Collaborative Media planning and buying services

Contract number: Task No.

THIS CONTRACT is made the day of

BETWEEN:

- (1) [] (“**the Authority**”); and
- (2) [] a company registered in England and Wales ([Company Registration Number]) whose registered office is at [insert address] **the Service Provider**”).

RECITALS:

- A. The Contracting Authority and the Service Provider have entered into an agreement dated [] 2022, which sets out the framework for the Service Provider to provide certain services to the Contracting Authority or the Authority (“**the Agreement**”).
- B. The Authority wishes the Service Provider to provide the specific Services described in this Contract pursuant to the terms of the Agreement and the terms of this Contract and the Service Provider has agreed to provide such Services on those terms and conditions as set out in this Contract. This Contract is agreed pursuant to and in accordance with the call-off procedure set out at clause 3 of the Agreement.

THE PARTIES AGREE THAT:

1. CONTRACT

- 1.1 The terms and conditions of the Agreement shall be incorporated into this Contract.
- 1.2 In this Contract the words and expressions defined in the Agreement shall, except where the context requires otherwise, have the meanings given in the Agreement. In this Contract references to attachments are, unless otherwise provided, references to attachments of this Contract.

2. SERVICES

- 2.1 The Services to be performed by the Service Provider pursuant to this Contract are set out in Schedule 3 to the Agreement, in the Brief provided to the Service Provider prior to this Contract in accordance with clause 3.2 of the Agreement,

and in the joint Strategic Response provided jointly by the Service Provider and the Creative Agency for the purposes of clause 3.2 of the Agreement is at Attachment 2. Details of such Brief and Strategic Response are set out in Schedule 1 to this Contract.

- 2.2 The Service Provider acknowledges that it has been supplied with sufficient information about the Agreement and the Services to be provided and that it has made all appropriate and necessary enquiries to enable it to perform the Services under this Contract. The Service Provider shall neither be entitled to any additional payment nor excused from any obligation or liability under this Contract or the Agreement due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Services to be provided. The Service Provider shall promptly bring to the attention of the Campaign Manager any matter that is not adequately specified or defined in the Contract or any other relevant document.
- 2.3 The timetable (if any) for the Services to be provided by the Service Provider is set out in Attachment 1. The Service Provider must use all reasonable endeavours to provide the Services in respect of this Contract in accordance with such timing.
- 2.4 The Service Provider acknowledges and agrees that as at the commencement date of this Contract it does not have an interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services provided to the Authority under this Contract.

3. CONTRACT TERM

This Contract commences on the date of this Contract or such other date as may be specified in Schedule 1 and subject to Clause 4.2 of the Agreement, shall continue in force for the Contract Term stated in Schedule 1 unless terminated earlier in whole or in part in accordance with the Agreement.

4. CHARGES

Schedule 2 specifies the Charges payable in respect of the Services provided under this Contract. The Charges shall not increase during the duration of this Contract unless varied in accordance with the Agreement. The Service Provider shall submit invoices in accordance with the Agreement and the Charges shall be paid in accordance with the Agreement.

5. CAMPAIGN MANAGER AND KEY PERSONNEL

The Authority's Campaign Manager in respect of this Contract is named in Schedule 1 and the Service Provider's Key Personnel in respect of this Contract are also named in Schedule 1.

SIGNED

For and on behalf of the Authority

Signature: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

Date: _____

SIGNED

For and on behalf of the Service Provider

Signature [REDACTED]

Name : [REDACTED]

Title: [REDACTED]

Date: _____

SCHEDULE 1 (TO A CONTRACT) - CONTRACT INFORMATION

1. **Contract Reference Number:** GLA 82034 – Task []
2. **Name of Service Provider:**
3. **Contract Term:**
 - (a) **Contract Term:**
 - (b) **Contract commencement date:**
 - (c) **Contract expiry date:**
4. **Details of Brief and Strategic Response (where applicable):**

Date of Brief:

Date of Strategic Response:

5. **Address where invoices shall be sent:**

[For TfL only:
Transport for London
Accounts Payable
P.O. Box 45276
14 Pier Walk
London
SE10 1AJ

Invoices@tfl.gov.uk]

6. **Details of the Authority's Campaign Manager**

Name: [REDACTED]

Address: [REDACTED]

Tel: [REDACTED]

Email: [REDACTED]

7. **Details of the Authority's Procurement Manager**

Name: [REDACTED]

Address: [REDACTED]

Tel: [REDACTED]
Email: [REDACTED]

8. Service Provider's Key Personnel:

The following persons shall be Key Personnel for the purposes of the Agreement and this Contract: The Key Personnel are stated in the Agreement.

9. Notice Period:

Notice period for a Contract in accordance with Clause 28.4 of Framework Agreement (termination without cause) is 180 days.

10. Charges

The Charges comprise:

[delete as appropriate]

For TfL (other than Briefs issues by the TfL Consultation Team):

- (a) the Annual Retainer Fee specified in Annex 1 of Schedule 4 of the Agreement (which are also set out in Schedule 2 to this Contract);
- (b) Net Media Costs; and
- (c) any other costs or expenses agreed in writing and payable by the Authority in accordance with the provisions of the Agreement.

For Briefs issues by the TfL Consultation Team:

- (a) Commission at the rates specified in Annex 1 of Schedule 4 of the Agreement (which are also set out in Schedule 2 to this Contract);
- (b) Net Media Costs; and
- (c) any other costs or expenses agreed in writing and payable by the Authority in accordance with the provisions of the Agreement.

For GLA:

- (a) The Annual Retainer Fee specified in Annex 1 of Schedule 4 of the Agreement (which are also set out in Schedule 2 to this Contract);
- (b) Commission at the rates specified in Annex 1 of Schedule 4 of the Agreement (which are also set out in Schedule 2 to this Contract);
- (c) Net Media Costs; and
- (d) any other costs or expenses agreed in writing and payable by the Authority in accordance with the provisions of the Agreement.

For all other Authorities:

- (a) Commission at the rates specified in Annex 1 of Schedule 4 of the Agreement (which are also set out in Schedule 2 to this Contract);
- (b) Net Media Costs; and
- (c) any other costs or expenses agreed in writing and payable by the Authority in accordance with the provisions of the Agreement.

11. Service Level Agreement:

[For TfL] [The Service Level Agreement set out in Schedule 3 Appendix 2 to the Agreement applies.]

[Other Authorities to specify any required SLA in accordance with Clause 5.15]

SCHEDULE 2 (TO A CONTRACT) - CHARGES

The Charges shall be as set out in the Agreement and in accordance with the terms of the Agreement.

SCHEDULE 3 (TO A CONTRACT) – SPECIAL CONDITIONS OF CONTRACT

A1 Privacy and Data Protection

For the purposes of this Clause A1, unless the context indicates otherwise, the following expressions shall have the following meanings:

“Authority Personal Data”	Personal Data and/or Sensitive Personal Data Processed by the Service Provider or any sub-contractor on behalf of the Authority, pursuant to or in connection with this Contract;
“Data Controller”	has the meaning given to it in Data Protection Legislation;
“Data Processor”	has the meaning given to it in Data Protection Legislation;
“Data Protection Impact Assessment”	an assessment by the Data Controller of the impact of the envisaged Processing on the protection of Personal Data;
“Data Protection Legislation”	means: (a) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018; (b) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003;
“Data Subject”	has the meaning given to it in Data Protection Legislation;
“Personal Data”	has the meaning given to it in Data Protection Legislation;

“Processing”	has the meaning given to it in Data Protection Legislation and “Process” and “Processed” will be construed accordingly;
“Restricted Countries”	any country outside the European Economic Area other than the UK following withdrawal from the European Union;
“Sensitive Personal Data”	sensitive or special categories of Personal Data (as defined in Data Protection Legislation) which is Processed pursuant to or in connection with this Contract; and
“Subject Request”	a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation including the right (i) to be informed, (ii) of access, (iii) to rectification, (iv) to erasure, (v) to restrict processing, (vi) to data portability, (vii) to object and (viii) to automated decision making including profiling.
A1.1	With respect to the Parties' rights and obligations under the Contract, the Parties acknowledge that the Authority is a Data Controller solely responsible for determining the purposes and manner in which Authority Personal Data is to be Processed, and that the Service Provider is a Data Processor to the extent Service Provider Processes Authority Personal Data on behalf of the Controller.
A1.2	Details of the Authority Personal Data which may be Processed by the Service Provider and the purposes of such Processing are as follows:
A1.2.1	<p>The Authority Personal Data to be Processed by the Service Provider (if any) concerns the following categories of Data Subject:</p> <p><i>TfL customers</i></p> <p><i>Members of the public</i></p>
A1.2.2	<p>The Authority Personal Data to be Processed includes the following types of Personal Data and/or Sensitive Personal Data:</p> <p><i>First party TfL data is not provided to the Service Provider, but during the delivery and measurement of advertising campaigns, Authority Personal Data may be processed. This could include postcodes, cookie and device identifiers, other device data, behaviour data (e.g. website browsing patterns), IP address, location data, etc.</i></p>

- A1.2.3 The Authority Personal Data is to be Processed for the following purpose(s):
- For the delivery of marketing and communications campaigns, including digital campaigns.***
- A1.2.4 The Authority Personal Data is to be Processed in the following Restricted Countries:
- N/A***
- A1.2.5 The subject matter of the Authority Personal Data to be Processed is:
- To enable development of a media strategy and implementation of the plans targeting relevant messaging to identified target audience(s).***
- A1.2.6 The duration of the Processing shall be:
- The duration of the Contract.***
- A1.2.7 The nature of the Processing is:
- Organising and structuring the Authority Personal Data to help shape the choice of media used and if appropriate geographical location, or time of day a message is delivered, or to determine, and deliver adverts to, the relevant target audience(s). This includes the targeting, retargeting and sequential delivery of marketing messages. Authority Personal Data will be analysed to track the success of marketing and communication campaigns. Overlaying the Authority Personal Data with other data available through the media planning tools used by the media agency, including that obtained from third parties.***
- A1.3 Without prejudice to the generality of Clause 24, the Service Provider shall:
- A1.3.1 process the Authority Personal Data only in accordance with written instructions from the Authority to perform its obligations under the Contract;
- A1.3.2 use its reasonable endeavours to assist the Authority in complying with any obligations under Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Authority to breach any of its obligations under Data Protection Legislation to the extent the Service

Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;

A1.3.3 notify the Authority without undue delay if it determines or is notified that an instruction to Process Personal Data issued to it by the Authority is incompatible with any obligations under Data Protection Legislation to the extent the Service Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;

A1.3.4 maintain, and make available to the Authority on its request, documentation which describes the Processing operations for which it is responsible under this Contract including:

A1.3.4.1 the purposes for which Authority Personal Data is Processed;

A1.3.4.2 the types of Personal Data and categories of Data Subject involved;

A1.3.4.3 the source(s) of the Personal Data if not received from or on behalf of the Authority;

A1.3.4.4 any categories of recipients of the Personal Data;

A1.3.4.5 the location(s) of any overseas Processing of Authority Personal Data;

A1.3.4.6 where possible, the envisaged retention periods for different types of Authority Personal Data; and

A1.3.4.7 where possible a general description of the security measures in place to protect Authority Personal Data;

A1.3.5 where requested to do so by the Authority, assist the Authority in carrying out a Data Protection Impact Assessment in accordance with guidance issued from time to time by the Information Commissioner (and any relevant requirements detailed in Data Protection Legislation) taking into account the nature of Processing and the information available to the Service Provider;

A1.3.6 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Contract, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement appropriate technical and organisational security measures to

ensure a level of security appropriate to the risk presented by processing, in particular from unauthorised disclosure of or accidental or unlawful destruction of Authority Personal Data transmitted, stored or otherwise processed by the Service Provider;

- A1.3.7 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Contract, provide the Authority with such information as the Authority may from time to time reasonably require to satisfy itself of compliance by the Service Provider (and/or any authorised sub-contractor) with Clauses A1.3.6 and A1.3.8, including, protocols, procedures, guidance, training and manuals. For the avoidance of doubt, this shall include a report recording the results of any privacy or security audit carried out at the request of the Authority under paragraph A1.17 below;
- A1.3.8 notify the Authority: (i) without undue delay and in any event within 24 hours of the Service Provider becoming aware by written notice with all relevant details reasonably available of any actual breach of security leading to the unauthorised disclosure of, loss of, or accidental or unlawful destruction of Authority Personal Data transmitted, stored or otherwise processed by the Service Provider; or (ii) no later than five (5) Business Days of the Service Provider becoming aware by written notice with all relevant details reasonably available of any suspected material breach of security which could have lead to the unauthorised disclosure of, loss of, or accidental or unlawful destruction of Authority Personal Data transmitted, stored or otherwise processed by the Service Provider;
- A1.3.9 having notified the Authority of a breach in accordance with Clause A1.3.8, keep the Authority properly and regularly informed in writing until the breach has been resolved;
- A1.3.10 cooperate as the Authority reasonably requires with any investigation or audit in relation to Authority Personal Data and/or its Processing including allowing access to premises, computers and other information systems, records, documents and agreements as may be reasonably necessary (whether in relation to Processing pursuant to the Contract, in relation to compliance with Data Protection Legislation or in relation to any actual or suspected breach), by any relevant regulatory body, including the Information Commissioner, the police or by any other statutory law enforcement agency, and shall do so both during the Contract and after its termination or expiry (for so long as the Party concerned retains and/or Processes Authority Personal Data);

- A1.3.11 notify the Authority within two (2) Business Days if it, or any sub-contractor, receives:
 - A1.3.11.1 from a Data Subject (or third party on their behalf):
 - A1.3.11.1.1 a Subject Request (or purported Subject Request); or
 - A1.3.11.1.2 any other request, complaint or communication relating to the Authority's obligations under Data Protection Legislation;
 - A1.3.11.2 any communication from the Information Commissioner or any other regulatory authority in connection with Authority Personal Data; or
 - A1.3.11.3 a request from any third party for disclosure of Authority Personal Data where compliance with such request is required or purported to be required by law;
- A1.3.12 provide the Authority with full cooperation and assistance (within the timescales reasonably required by the Authority) in relation to any complaint, communication or request made as referred to in Clause A1.3.11, including by promptly providing:
 - A1.3.12.1 the Authority with full details and copies of the complaint, communication or request; and
 - A1.3.12.2 where applicable, such assistance as is reasonably requested by the Authority to enable it to comply with the Subject Request within the relevant timescales set out in Data Protection Legislation;
- A1.3.13 when notified in writing by the Authority, supply a copy of, or information about, any Authority Personal Data. The Service Provider shall supply such information or data to the Authority within such time and in such form as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within two (2) Business Days from the date of the request;
- A1.3.14 when notified in writing by the Authority, comply with any agreement between the Authority and any Data Subject in relation to any Processing which causes or is likely to cause substantial and unwarranted damage or distress to such Data Subject, or any court order requiring the rectification, blocking, erasure or destruction of any Authority Personal Data; and

A1.3.15 if required to do so by Data Protection Legislation, appoint a designated Data Protection Officer.

A1.4 The Service Provider shall not share Authority Personal Data with any sub-contractor without prior written consent from the Authority. The Service Provider shall provide the Authority with such information regarding the proposed sub-contractor as the Authority may reasonably require. The Service Provider shall only share Authority Personal Data with a sub-contractor where there is a written contract in place between the Service Provider and the sub-contractor which requires the sub-contractor to:

A1.4.1 only Process Authority Personal Data in accordance with the Authority's written instructions to the Service Provider; and

A1.4.2 comply with the equivalent obligations which the Service Provider is required to comply with under this Clause A1 (and in particular Clauses 14, 18.1, 18.6.1, 20.1, 22.2, 24 and 25).

A1.5 The Service Provider shall, and shall procure that any sub-contractor shall:

A1.5.1 only Process Authority Personal Data in accordance with the Authority's written instructions to the Service Provider and as reasonably necessary to perform the Contract in accordance with its terms;

A1.5.2 not Process Authority Personal Data for any other purposes (in whole or part) and specifically, but without limitation, reproduce or refer to it in training materials, training courses, commercial discussions and negotiations with third parties or in relation to proposals or tenders with the Authority without the prior written consent of the Authority;

A1.5.3 not Process Authority Personal Data in such a way as to:

A1.5.3.1 place the Authority in breach of Data Protection Legislation;

A1.5.3.2 expose the Authority to the risk of actual or potential liability to the Information Commissioner or Data Subjects;

A1.5.3.3 expose the Authority to reputational damage;

A1.5.4 not allow Service Provider's Personnel to access Authority Personal Data unless such access is necessary in connection with the provision of the Services;

A1.5.5 take all reasonable steps to ensure the reliability and integrity of all Service Provider's Personnel who can access Authority Personal Data;

- A1.5.6 ensure that all Service Provider's Personnel who can access Authority Personal Data:
 - A1.5.6.1 are informed of its confidential nature;
 - A1.5.6.2 are subject to a contractual duty or a general duty of confidence;
 - A1.5.6.3 understand and comply with any relevant obligations created by either this Contract or Data Protection Legislation; and
 - A1.5.6.4 receive adequate training in relation to the use, care, protection and handling of Personal Data on an annual basis.
- A1.5.7 not disclose or transfer Authority Personal Data to any third party without the Service Provider having obtained the prior written consent of the Authority (save where such disclosure or transfer is specifically authorised under this Contract);
- A1.5.8 without prejudice to Clause A1.3.6, wherever the Service Provider uses any mobile or portable device for the transmission or storage of Authority Personal Data, ensure that each such device encrypts Authority Personal Data; and
- A1.5.9 comply during the course of the Contract with any written retention and/or deletion policy or schedule provided by the Authority to the Service Provider and agreed by the parties acting reasonably from time to time.
- A1.6 The Service Provider shall not, and shall procure that any sub-contractor shall not, Process or otherwise transfer any Authority Personal Data in or to any Restricted Countries without prior written consent from the Authority (which consent may be subject to additional conditions imposed by the Authority).
- A1.7 If, after the Agreement Commencement Date, the Service Provider or any sub-contractor wishes to Process and/or transfer any Authority Personal Data in or to any Restricted Countries, the following provisions shall apply:
 - A1.7.1 the Service Provider shall submit a written request to the Authority setting out details of the following:
 - A1.7.1.1 the Authority Personal Data which will be transferred to and/or Processed in any Restricted Countries;

- A1.7.1.2 the Restricted Countries which the Authority Personal Data will be transferred to and/or Processed in;
 - A1.7.1.3 any sub-contractors or other third parties who will be Processing and/or receiving Authority Personal Data in Restricted Countries;
 - A1.7.1.4 how the Service Provider shall ensure an adequate level of protection and adequate safeguards in respect of the Authority Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Authority's compliance with Data Protection Legislation;
 - A1.7.2 in preparing and evaluating such a request, the Parties shall refer to and comply with applicable policies, procedures, guidance and codes of practice produced by the Parties and/or the Information Commissioner in connection with the Processing of Personal Data in (and/or transfer of Personal Data to) any Restricted Countries;
 - A1.7.3 the Service Provider shall comply with any written instructions and shall carry out such actions as the Authority may notify in writing when providing its consent to such Processing or transfers, including:
 - A1.7.3.1 incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) into this Contract or a separate data processing agreement between the Parties; and
 - A1.7.3.2 procuring that any sub-contractor or other third party who will be Processing and/or receiving or accessing the Authority Personal Data in any Restricted Countries enters into a data processing agreement with the Service Provider on terms which are equivalent to those agreed between the Authority and the Service Provider in connection with the Processing of Authority Personal Data in (and/or transfer of Authority Personal Data to) any Restricted Countries, and which may include the incorporation of the clauses referred to in A1.7.3.1.
- A1.8 The Service Provider and any sub-contractor (if any), acknowledge:
 - A1.8.1 the importance to Data Subjects and the Authority of safeguarding Authority Personal Data and Processing it only in

- accordance with the Authority's written instructions and the Contract;
- A1.8.2 the loss and damage the Authority is likely to suffer in the event of a breach of the Contract or negligence in relation to Authority Personal Data;
 - A1.8.3 any breach of any obligation in relation to Authority Personal Data and/or negligence in relation to performance or non performance of such obligation shall be deemed a material breach of Contract;
 - A1.8.4 notwithstanding Clause 28.1.1, if the Service Provider has committed a material breach under Clause A1.8.3 on two or more separate occasions, the Authority may at its option:
 - A1.8.4.1 exercise its step in rights pursuant to Clause A15;
 - A1.8.4.1 withdraw authorisation for Processing by a specific sub-contractor by immediate written notice; or
 - A1.8.4.2 terminate the Contract in whole or part with immediate written notice to the Service Provider.
 - A1.9 Compliance by the Service Provider with this Clause A1 shall be without additional charge to the Authority.
 - A1.10 The Service Provider shall remain fully liable for all acts or omissions of any Sub-contractor.
 - A1.11 Following termination or expiry of this Contract, howsoever arising, the Service Provider:
 - A1.11.1 may Process the Authority Personal Data only for so long and to the extent as is necessary to properly comply with its non-contractual obligations arising under law and will then comply with Clause A1.11.3;
 - A1.11.2 where Clause A1.11.1 does not apply, may Process the Authority Personal Data only for such duration as agreed in Clause A1.2.6 above and following this will then comply with Clauses A1.11.3 and A1.11.4;
 - A1.11.3 subject to Clause A1.11.1, shall on written instructions from the Authority either securely destroy or securely and promptly return to the Authority or a recipient nominated by the Authority (in such usable format as and to the extent the Authority may reasonably require) the Authority Personal Data; or

- A.1.11.4 in the absence of instructions from the Authority after 12 months from the expiry or termination of the Contract securely destroy the Authority Personal Data.
- A1.12 Authority Personal Data may not be Processed following termination or expiry of the Contract save as permitted by Clause A1.11.
- A1.13 For the avoidance of doubt, and without prejudice to Clause A1.11, the obligations in this Clause A1 shall apply following termination or expiry of the Contract to the extent the Party concerned retains or Processes Authority Personal Data.
- A1.14 The indemnity in Clause 20 shall apply to any breach of Clause A1.
- A1.15 The Parties' liability in respect of any breach of Clause 24 and this Clause A1 insofar as they relate to fines, court awards, settlements and legal costs is as set out in Clause 20A of the Agreement.
- A1.16 The Authority warrants and represents that:
- A1.16.1 the Service Provider's processing operations are suitable for the purposes for which the Authority proposes to use the Services and engage the Service Provider to process Authority Personal Data; and
- A1.16.2 It shall ensure that any written processing instructions it issues to Service Provider shall comply with the Data Protection Legislation.
- A1.17 Subject to reasonable written advance notice from the Authority and in any event no less than 10 Business Days' notice the Service Provider shall:
- A1.17.1 permit the Authority to conduct (and shall contribute to) audits no more than once in any 12 month period (and on other occasions where the Authority has reasonable grounds to suspect a material breach of paragraph A1) its compliance with its obligations under this paragraph A1 in relation to the processing of Authority Personal Data subject to the Authority ensuring:
- (a) the audit shall be conducted by one of the "Big 4" international audit firms, namely Deloitte, KPMG, Ernst & Young or PWC or any reputable independent appropriately qualified auditor agreed by the Parties acting reasonably;
- (b) that such audit or inspection is undertaken during normal business hours and with minimal disruption to the Service Provider's business and the business of other clients of the Service Provider and the Authority will use all reasonable endeavours to ensure that such audit or inspection continues for no more than 5 Business Days;



- (c) the scope of the audit will be agreed by both Parties acting reasonably in writing prior to its commencement; and
 - (d) that all information obtained or generated by the Authority or its auditor(s) in connection with such audits and inspections is kept strictly confidential (save for disclosure to a regulatory authority or as otherwise required by Data Protection Legislation or applicable law) and no access shall be given to Service Provider personnel information, other Service Provider confidential information or information relating to other clients or to IT server rooms;
- A1.17.2 give the Authority such information as is reasonably necessary to verify that the Service Provider is in compliance with its obligations under Data Protection Legislation; and
- A1.17.3 co-operate and assist the Authority with any data protection impact assessments and consultations with any regulatory authority that the Authority reasonably considers are relevant pursuant to Data Protection Legislation in relation to the Authority Personal Data.
- A1.18 The cost of such audit, inspection, provision of information or data protection impact assessment shall be borne by the Authority.
- A1.19 The Authority may require the Service Provider to conduct an audit or inspection of a Sub-Processor's systems and processes in relation to the processing of Authority Personal Data. The cost of such an audit or inspection shall be borne by the Authority.

SCHEDULE 8 - FORM FOR VARIATION

Agreement Parties: *[to be inserted]*

Contract Number: *[to be inserted]*

Variation Number: *[to be inserted]*

Authority Contact 



Date: *[to be inserted]*

AUTHORITY FOR VARIATION TO AGREEMENT (AVC)

Pursuant to Clause 33 of this Agreement, authority is given for the variation to the Services and the Charges as detailed below. The duplicate copy of this form must be signed by or on behalf of the Service Provider and returned to the Campaign Manager as an acceptance by the Service Provider of the variation shown below.

DETAILS OF VARIATION	AMOUNT (£)
ALLOWANCE TO THE AUTHORITY	
EXTRA COST TO THE AUTHORITY	
TOTAL	

.....
For the Authority

ACCEPTANCE BY THE SERVICE PROVIDER	
Date	Signed 

SCHEDULE 9 – AUTHORITY’S POLICIES

This Schedule 9 sets out the policies that are applicable to the provision of the Services.

In accordance with Clause 14.1.1, the Service Provider shall comply with the policies listed in this Schedule 9, unless and to the extent that such provisions are contrary to the Service Provider’s obligations under this Agreement.

- Health, Safety and Environment Policy when working at Authority Premises;
- Risk Management Policy where the Authority has notified the Service Provider in writing or where the Service Provider has independently concluded that there is a requirement for risk management in connection with the Services;
- Information Management Policy when accessing the Authority’s computer systems;
- Information Security Policy when accessing the Authority’s computer systems;
- Anti-Fraud and Corruption Policy except that the Service Provider may comply with its own equivalent policies provided that such policies are in accordance with applicable anti-bribery legislation;
- Accessible Communications Policy to the extent that it forms part of a service specification agreed in writing by the Parties; and
- The Service Provider acknowledges the Authority has communicated to it The GLA Group Responsible Procurement Policy in accordance with what is required of the Authority in such policy, and that it shall in the provision of the Services, have regard to the Authority’s obligation to comply with such policy.

Copies of the policies listed in 1 to 7 above can be obtained from the Authority upon request.

SCHEDULE 10 – RE-TENDER COOPERATION

The Authority reserves the right to request from the Service Provider any relevant documents, reports etc to assist the Authority in re tender of the Services.

SCHEDULE 11 – BUSINESS CONTINUITY AND DISASTER RECOVERY

The Parties shall comply with the provisions of Schedule 11 (Business Continuity and Disaster Recover).

1. DEFINITIONS

1.1 In this Schedule 11, the following definitions shall apply:

"Business Continuity Plan" or "BCDR Plan" has the meaning given to it in paragraph 2.2.1.2 of this Schedule;

"Disaster" means the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for forty-eight (48) hours (for the purposes of this definition the **"Disaster Period"**)

"Disaster Recovery Plan" has the meaning given to it in 2.2.1.3 of this Schedule;

"Disaster Recovery System" means the system embodied in the processes and procedures for restoring the provision of Services following the occurrence of a disaster;

"Related Service Provider" means any person who provides goods and/or services to an Authority which are related to the Services from time to time;

"Review Report" has the meaning given to it in paragraph 6.2 of this Schedule;

"Service Provider's Proposals" has the meaning given to it in paragraph 6.2.3 of this Schedule;

2. BCDR PLAN

2.1 Within thirty (30) Working Days from the Agreement Commencement Date the Service Provider shall prepare and deliver to the Authority for the Authority's written approval a plan, which shall provide a summary of the processes and arrangements that the Service Provider shall follow to:

2.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services; and

2.1.2 the recovery of the Services in the event of a Disaster.

2.2 The BCDR Plan shall:

2.2.1 be divided into three parts:

2.2.1.1 Part A which shall set out general principles applicable to the BCDR Plan;

- 2.2.1.2 Part B which shall relate to business continuity (the “Business Continuity Plan”); and
- 2.2.1.3 Part C which shall relate to disaster recovery (the “Disaster Recovery Plan”); and
- 2.2.2 unless otherwise required by The Authority in writing, be based upon and be consistent with the provisions of paragraphs 3, 4 and 5.
- 2.3 Following receipt of the draft BCDR Plan from the Service Provider, the Authority shall:
 - 2.3.1 review and comment on the draft BCDR Plan as soon as reasonably practicable; and
 - 2.3.2 notify the Service Provider in writing that it approves or rejects the draft BCDR Plan no later than twenty (20) Working Days after the date on which the draft BCDR Plan is first delivered to the Authority.
- 2.4 If the Authority rejects the draft BCDR Plan:
 - 2.4.1 The Authority shall inform the Service Provider in writing of its reasons for its rejection; And
 - 2.4.2 the Service Provider shall then revise the draft BCDR Plan (taking reasonable account of the Authority’s comments) and shall re-submit a revised draft BCDR Plan to the Authority for the Authority’s approval within twenty (20) Working Days of the date of the notice of rejection. The provisions of paragraphs 2.3 and 2.4 of this Schedule shall apply again to any resubmitted draft BCDR Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

3. PART A OF THE BCDR PLAN AND GENERAL PRINCIPLES AND REQUIREMENTS

- 3.1 Part A of the BCDR Plan shall:
 - 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the operation of the provision of the Services and any services provided to the Authority by a Related Service Provider;
 - 3.1.3 contain an obligation upon the Service Provider to liaise with the Authority and (at the Authority’s request) any Related Service Providers with respect to issues concerning business continuity and disaster recovery where applicable;

- 3.1.4 detail how the BCDR Plan links and interoperates with any overarching and/or connected disaster recovery or business continuity plan of the Authority and any of its other Related Service Provider in each case as notified to the Service Provider by the Authority from time to time;
- 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multi-channels (including but without limitation a web-site (with FAQs), e-mail, phone, fax and Social Media Channels) for both portable and desk top configurations, where required by the Authority;
- 3.1.6 contain a risk analysis, including:
 - 3.1.6.1 failure or disruption scenarios and assessments and estimates of frequency of occurrence (including but not limited to digital cyber-attack, booking system failure, fire and flood);
 - 3.1.6.2 identification of any single points of failure within the provision of Services and processes for managing the risks arising there from;
 - 3.1.6.3 identification of risks arising from the interaction of the provision of Services and with the services provided by a Related Service Provider; and
 - 3.1.6.4 a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;
- 3.1.7 the documentation of processes, including business processes, and procedures;
- 3.1.8 setting out key contact details (including roles and responsibilities) for the Service Provider (and any Sub-Contractors) and for the Authority;
- 3.1.9 identification of the procedures for reverting to “normal service”;
- 3.1.10 setting out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to ensure that there is no more than the accepted amount of data loss and to preserve data integrity;
- 3.1.11 identification of the responsibilities (if any) that the Authority has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 the provision of technical advice and assistance to key contacts at The Authority as notified by the Authority from time to time to inform decisions in support of the Authority’s business continuity plans; and

- 3.1.13 setting out processes for the provision of continued media planning, bookings and in-flight optimisation for media in market.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Services are provided in accordance with this Framework Agreement and any Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster, service failure, or disruption on the operations of the Authority is minimal as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002 to the extent applicable and all other industry standards from time to time in force; and
 - 3.2.4 there is a process for the management of disaster recovery testing detailed in the BCDR Plan.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Services or to the business processes facilitated by and the business operations supported by the provision of Services.
- 3.4 The Service Provider shall not be entitled to any relief from its obligations under the SLAs/KPIs or any service levels in any relevant Contract or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Service Provider of this Agreement.

4. PART B - BUSINESS CONTINUITY PLAN - PRINCIPLES AND CONTENTS

- 4.1 The Business Continuity Plan shall set out a summary of the arrangements that are to be invoked to ensure that the business processes and operations facilitated by the provision of Services remain supported and to ensure continuity of the business operations supported by the Services including, unless the Authority expressly states otherwise in writing:
 - 4.1.1 the alternative processes (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Services; and
 - 4.1.2 the steps to be taken by the Service Provider upon resumption of the provision of Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
 - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Services;
 - 4.2.2 set out the services to be provided and the steps to be taken to remedy

the different levels of failures of and disruption to the Services (such goods, services and steps, the “Business Continuity Services”);

- 4.2.3 specify any applicable KPIs and/or service levels under any relevant Call-Off Contract with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the KPIs and/or service levels in respect of the provision of other Services during any period of invocation of the Business Continuity Plan; and
- 4.2.4 clearly set out the conditions and/or circumstances under which the Business Continuity Plan is invoked.

5. PART C - DISASTER RECOVERY PLAN - PRINCIPLES AND CONTENTS

- 5.1 The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the Service Provider ensures continuity of the business operations of the Authority supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Disaster Recovery Plan shall be invoked only upon the occurrence of a Disaster.
- 5.3 The Disaster Recovery Plan shall include the following:
 - 5.3.1 the technical design and build specification of the Disaster Recovery System;
 - 5.3.2 details of the procedures and processes to be put in place by the Service Provider in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services and any testing of the same including but not limited to the following:
 - 5.3.2.1 backup methodology and details of the Service Provider's approach to data back-up and data verification;
 - 5.3.2.2 identification of all potential disaster scenarios;
 - 5.3.2.3 risk analysis;
 - 5.3.2.4 documentation of processes and procedures;
 - 5.3.2.5 invocation rules;
 - 5.3.2.6 Service recovery procedures; and
 - 5.3.2.7 steps to be taken upon resumption of the provision of Services to address any prevailing effect of the failure or disruption of the provision of Services;

- 5.3.3 any applicable KPIs and/or service levels under any relevant Call-Off Contract with respect to the provision of the Disaster Recovery Services and details of any agreed relaxation to the KPIs and/or service levels under any relevant Call-Off Contract in respect of the provision of other Services during any period of invocation of the Disaster Recovery Plan;
- 5.3.4 details of how the Service Provider shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 5.3.5 access controls to any disaster recovery sites used by the Service Provider in relation to its obligations pursuant to this Schedule; and
- 5.3.6 testing and management arrangements.

6. REVIEW AND AMENDMENT OF THE BCDR PLAN

- 6.1 The Service Provider shall review the BCDR Plan (and the risk analysis on which it is based):
 - 6.1.1 on a regular basis and as a minimum once every six (6) months;
 - 6.1.2 within three calendar months of the BCDR Plan (or any part) having been invoked pursuant to paragraph 7; and
 - 6.1.3 where the Authority requests any additional reviews (over and above those provided for in paragraphs 6.1.1 and 6.1.2 of this Schedule) by notifying the Service Provider to such effect in writing, whereupon the Service Provider shall conduct such reviews in accordance with the Authority's written requirements. Prior to starting its review, the Service Provider shall provide an accurate written estimate of the total costs payable by the Authority for the Authority's approval. The costs of both Parties of any such additional reviews shall be met by the Authority except that the Service Provider shall not be entitled to charge the Authority for any costs that it may incur above any estimate without the Authority's prior written approval.
- 6.2 Each review of the BCDR Plan pursuant to paragraph 6.1 of this Schedule shall be a review of the procedures and methodologies set out in the BCDR Plan and shall assess their suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Service Provider within the period required by the BCDR Plan or, if no such period is required, within such period as the Authority shall reasonably require. The Service Provider shall, within twenty (20) Working Days of the conclusion

of each such review of the BCDR Plan, provide to the Authority a report (a "Review Report") setting out:

- 6.2.1 the findings of the review;
 - 6.2.2 any changes in the risk profile associated with the provision of Services; and
 - 6.2.3 the Service Provider's proposals (the "Service Provider's Proposals") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan following the review detailing the impact (if any and to the extent that the Service Provider can reasonably be expected to be aware of the same) that the implementation of such proposals may have on any goods, services or systems provided by a third party.
- 6.3 Following receipt of the Review Report and the Service Provider's Proposals, the Authority shall:
- 6.3.1 review and comment on the Review Report and the Service Provider's Proposals as soon as reasonably practicable; and
 - 6.3.2 notify the Service Provider in writing that it approves or rejects the Review Report and the Service Provider's Proposals no later than twenty (20) Working Days after the date on which they are first delivered to the Authority.
- 6.4 If the Authority rejects the Review Report and/or the Service Provider's Proposals:
- 6.4.1 the Authority shall inform the Service Provider in writing of its reasons for its rejection; and
 - 6.4.2 the Service Provider shall then revise the Review Report and/or the Service Provider's Proposals as the case may be (taking reasonable account of the Authority's comments and carrying out any necessary actions in connection with the revision) and shall re-submit a revised Review Report and/or revised Service Provider's Proposals to the Authority for the Authority's approval within twenty (20) Working Days of the date of the Authority's notice of rejection. The provisions of paragraphs 6.3 and 6.4 of this Schedule shall apply again to any resubmitted Review Report and Service Provider's Proposals, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
- 6.5 The Service Provider shall as soon as is reasonably practicable after receiving the Authority's approval of the Service Provider's Proposals (having regard to the significance of any risks highlighted in the Review Report) effect any change in its practices or procedures necessary so as to give effect to the

Service Provider's Proposals. Any such change shall be at the Service Provider's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Services.

7. TESTING OF THE BCDR PLAN

- 7.1 The Service Provider shall test the BCDR Plan on a regular basis (and in any event not less than once in every Year). Subject to paragraph 7.2 of this Schedule, the Authority may require the Service Provider to conduct additional tests of some or all aspects of the BCDR Plan at any time where the Authority considers it necessary, including where there has been any change to the Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the BCDR Plan.
- 7.2 If the Authority requires an additional test of the BCDR Plan, it shall give the Service Provider written notice and the Service Provider shall conduct the test in accordance with the Authority's requirements and the relevant provisions of the BCDR Plan. The Service Provider's costs of the additional test shall be borne by the Authority unless the BCDR Plan fails the additional test in which case the Service Provider's costs of that failed test shall be borne by the Service Provider.
- 7.3 The Service Provider shall undertake and manage testing of the BCDR Plan in full consultation with the Authority and shall liaise with the Authority in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Authority in this regard. Each test shall be carried out under the supervision of the Authority or its nominee.
- 7.4 The Service Provider shall ensure that any use by it or any Sub-Contractor of "live" data in such testing is first approved with the Authority. Copies of live test data used in any such testing shall be (if so required by the Authority) destroyed or returned to the Authority on completion of the test.
- 7.5 The Service Provider shall, within twenty (20) Working Days of the conclusion of each test, provide to the Authority a report setting out:
- 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Service Provider's proposals for remedying any such failures.
- 7.6 Following each test, the Service Provider shall take all measures requested by the Authority, (including requests for the re-testing of the BCDR Plan) to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Service Provider, at no additional cost to the Authority, by the date reasonably required by the Authority and set out in such notice.

- 7.7 For the avoidance of doubt, the carrying out of a test of the BCDR Plan (including a test of the BCDR Plan's procedures) shall not relieve the Service Provider of any of its obligations under this Framework Agreement.
- 7.8 The Service Provider shall also perform a test of the BCDR Plan in the event of any major reconfiguration of the Services or as otherwise reasonably requested by the Authority.

8. INVOCATION OF THE BCDR PLAN

- 8.1 In the event of a complete loss of service or in the event of a Disaster, the Service Provider shall immediately invoke the BCDR Plan (and shall inform the Authority promptly of such invocation). In all other instances the Service Provider shall invoke or test the BCDR Plan only with the prior consent of the Authority.

1. DEFINITIONS

For the purposes of this Schedule 12, unless the context indicates otherwise, the following expressions shall have the following meanings:

“Exit Plan” means the plan to be provided by the Service Provider to the Authority which shall detail set out the detail requested within this Schedule 12;

“Replacement Service Provider” means any replacement Service Provider or provider to the Authority of the Services (or any part of the Services) and any Sub-Contractor to such replacement Service Provider;

“Termination Assistance Period” means the period immediately following the issue of a notice to terminate the Agreement or Contract by either Party.

2. GENERAL

2.1 The Media Agency shall co-operate with the Authority and/or a replacement supplier as reasonably required in connection with the transfer of Services.

2.2 The Media Agency shall, where possible, comply with all reasonable requests made by the Authority and/or any replacement supplier to provide information relating to the operation of the Services including but not limited to:

- (a) any (non-financial) information reasonably necessary to achieve an effective transition; and
- (b) such other material information as the Authority may reasonably request.

2.3 For the avoidance of doubt, nothing under this paragraph shall amount to a right to audit.

2.4 Following Exit from or expiry of this Agreement, the Media Agency shall continue to provide such parts of the Services in accordance with this Agreement for the exit period in order to effect an orderly wind down and handover of the Services under an exit plan to be agreed by the parties in accordance with clause **Error! Reference source not found.** of the Framework Agreement of which this **Error! Reference source not found.** forms part.

2.5 The Media Agency will, in complying with its obligations under this Schedule use all reasonable endeavours to minimise disruption to the provision of the Services.

3. EXIT PLAN

3.1. The Service Provider shall, within six (6) months after the Agreement Commencement Date, deliver to the Contracting Authority an Exit Plan which:

- 3.1.1 sets out the Service Provider's proposed methodology for achieving an orderly transition of the Services from the Service Provider to the Contracting Authority and/or its Replacement Service Provider on the expiry or termination of this Contract;
 - 3.1.2 complies with the requirements set out in paragraph 1.3;
 - 3.1.3 is otherwise reasonably satisfactory to the Contracting Authority;
- 3.2. The Exit Plan shall set out, as minimum:
- 3.2.1 how the required information is obtained;
 - 3.2.2 the management structure to be employed during both transfer and cessation of the Services;
 - 3.2.3 a detailed description of both the transfer and cessation processes, including a timetable;
 - 3.2.4 how the Services will transfer to the Replacement Service Provider and/or the Contracting Authority, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Contracting Authority's technology components from any technology components operated by the Service Provider or its Sub-Contractors (where applicable);
 - 3.2.5 proposals for providing the Contracting Authority or a Replacement Service Provider copies of all documentation:
 - 3.2.5.1 used in the provision of the Services and necessarily required for the continued use thereof, in which the Intellectual Property Rights are owned by the Service Provider; and
 - 3.2.5.2 relating to the use and operation of the Services;
 - 3.2.6 proposals for the assignment or novation of the provision of all services, leases, maintenance agreements and support agreements utilised by the Service Provider in connection with the performance of the supply of the Services;
 - 3.2.7 proposals for the identification and return of all Contracting Authority Property in the possession of and/or control of the Service Provider or any third party (including any Sub-Contractor);
 - 3.2.8 proposals for the disposal of any redundant Services and materials;
 - 3.2.9 procedures to:

- a) deal with requests made by the Contracting Authority and/or a Replacement Service Provider for Staffing Information pursuant to Clause A18 to Schedule 2;
 - b) determine which Service Provider Personnel are or are likely to become Transferring Service Provider Employees; and
 - c) identify or develop any measures for the purpose of the Employment Regulations envisaged in respect of Transferring Service Provider Employees;
- 3.2.10 how each of the issues set out will be addressed to facilitate the transition of the Services from the Service Provider to the Replacement Service Provider and/or the Contracting Authority with the aim of ensuring that there is no disruption to or degradation of the Services during the Termination Assistance Period;
- 3.2.11 proposals for the supply of any other information or assistance reasonably required by the Contracting Authority or a Replacement Service Provider in order to effect an orderly handover of the provision of the Services; and
- 3.2.12 procedures for the reconciliation of outstanding invoices.

SCHEDULE 13 – Annual Media Commitments

The Annual Media Commitments are set out in Annex 1 to Schedule 4.

SCHEDULE 14 – SOCIAL VALUE DELIVERY AND CARBON OFFSETTING

SOCIAL VALUE DELIVERY

BACKGROUND

- (A) The Contracting Authority is partnering with **Social Value Portal Limited** (company registration number: 09197997) whose registered office is 20-22 Wenlock Road, London, England, N1 7GU ("**Social Value Portal**") for the purpose of promoting and delivering demonstrable and measurable Social Value in the Services delivered by the Service Provider.
- (B) This Schedule applies to all Services delivered under this Agreement.

1. DEFINITIONS

For the purposes of this Schedule 14, the following terms shall have the following meanings:

"London Themes Outcomes and Measures" or **"London TOMs"** means the Social Value Portal catalogue of themes, outcomes, measures and guidance specific to London used to calculate the Social Value delivered by the Service Provider each Year as set out in the Appendix to this Schedule.

"Relevant Data" means all the data and evidence required by Social Value Portal as outlined within the London TOMs and any other data reasonably required by the Contracting Authority to enable the Contracting Authority and Social Value Portal to determine the level of Social Value delivered by the Service Provider and the progress towards the achievement of the Social Value Target.

"Social Value" means the economic, social and environmental benefits the Services provide for London or relevant stakeholders.

"Social Value Target" is the sum of £290,842, which represents the monetised benefits of the Social Value to be achieved by the Service Provider in delivering the Services over the full four (4) years of the Term. In the event that the Contracting Authority does not exercise its option to extend the Term of this Agreement the parties will (acting reasonably) agree an appropriate apportionment of the Social Value Target.

2. SOCIAL VALUE DELIVERY

Social Value Target

- 2.1. In delivering the Services under this Agreement, the Service Provider has agreed to achieve the Social Value Target over the first three years of the Term.

Social Value Portal

- 2.2. The Service Provider shall, in consultation with the Contracting Authority, determine which themes, outcomes and measures under the London TOMs are most appropriate to the Services being delivered each Year and which will achieve the Social Value Target.
- 2.3. Using the relevant London TOMs and based on the Relevant Data submitted by the Service Provider, Social Value Portal will:
 - 2.3.1. at regular intervals throughout each Year, monitor and determine the Social Value delivered by the Service Provider and will identify whether the Social Value Target will be achieved; and
 - 2.3.2. at the end of each Year determine whether the Social Value Target has been achieved.
- 2.4. The Service Provider is responsible for entering into arrangements directly with Social Value Portal, for the duration of the Agreement, to monitor and determine the Social Value delivered by the Service Provider and the progress towards achieving the Social Value Target. The Service Provider will be responsible for all costs and charges imposed by Social Value Portal.

Reporting and Providing Evidence

- 2.5. The Service Provider shall comply with the relevant reporting and monitoring requirements identified in the London TOMs including uploading Relevant Data to the Social Value Portal website, at least every three months, and shall ensure that all Relevant Data is available and accessible by the Contracting Authority.
- 2.6. The Service Provider shall pull the 'Export to PDF' progress report from the Social Value Portal website to be reviewed at each Quarterly Review meeting with the Contracting Authority.

Remedies

- 2.7. Where the Social Value Target is at risk of non-delivery, the Service Provider shall:
 - 2.7.1. notify the Contracting Authority as soon as reasonably practicable;
 - 2.7.2. provide a written explanation of the reasons for non-delivery; and
 - 2.7.3. submit a proposal outlining the corrective action the Service Provider will take to achieve the Social Value Target.
- 2.8. The Contracting Authority will work with the Service Provider to review the Service Provider's proposals and agree appropriate corrective action which

may include alternative themes, measures and outcomes to achieve the Social Value Target or a reduced Social Value Target. Any reduction of the Social Value Target will be at the Contracting Authority's absolute discretion and will only:

- 2.8.1. be agreed if the Contracting Authority determines that alternative themes, measures and outcomes are not suitable, adequate or relevant apply to the Services delivered in that Year; and
- 2.8.2. will not reduce the Social Value Target for subsequent Years.

SCHEDULE 15 – DISCLOSED COMMISSIONS

The Services may include OOH media planning and coordination services. Service Provider may coordinate with Kinetic Worldwide Limited (“**Kinetic**”), an Affiliate of Service Provider, and the Service Provider Group’s OOH specialist agency in connection with such services. Authority accepts that whilst Service Provider is remunerated for OOH media services through the Charges, Kinetic, is not remunerated for its services by the Charges and, instead, is funded by the OOH Media Owners via a Disclosed Commission referred to as “Specialist Agency Commission” or “SAC”, which is retained by Kinetic.

Disclosed Commission	Meaning
Specialist Agency Commission (SAC)	commissions payable by Media Owners to Affiliates of Service Provider or specialist agencies engaged in the provision of OOH media services and retained by such Affiliate of Service Provider or specialist agency as remuneration for providing the services.

SCHEDULE 16 – INVENTORY MEDIA

1. Definitions

“Authority Properties”	means any websites, social media pages, mobile apps and/or other digital properties that are owned, controlled or operated by or on behalf of the Authority.
“Digital Identifiers”	means operating-system/platform-level, browser-level and/or application-level identifiers (for example, Apple’s IDFAs, Google’s Advertising IDs, and cookie IDs) and similar identifiers used to identify unique users.
“Interaction Data”	means data collected, with the Authority’s express agreement, from Authority Properties about consumer engagement with Authority Properties and / or associated served impressions (e.g. clicks or conversions). It is generally collected using cookies, pixels, or similar code or technology. This data belongs to the Authority.
“Platform Data”	means any data (except Interaction Data) collected by a Proprietary Media Partner(s) when providing proprietary product(s) and/or service(s). This data may include: contextual information about the digital property on which the impression was served; geolocation; and information about the device and/or browser used by the person to whom the impression was served. It may be collected and activated using Digital Identifiers. This data belongs to the Proprietary Media Partner.
“Proprietary Partner”	Media means each of the Service Provider and any Affiliate of Service Provider offering Inventory Media.

2. **Buying Inventory Media:** The Service Provider shall not provide any Inventory Media to the Authority until the Authority has approved a Media Plan which indicates that it includes Inventory Media. On Authority written request, the Service Provider will define media performance benchmarks for Inventory Media prior to the approval of the relevant Media Plan.
3. **Legal status:** In their transactions with the Service Provider, Proprietary Media Partners operate as principal at law and not as agent for the Service Provider or for Authority.
4. **Pricing:** Inventory Media is sold at a fixed price and this will be the price set out on the Media Plan. The fixed price for Inventory Media is inclusive of all discounts and / or rebates associated with such media. Any Service Provider fees and VAT or equivalent taxes are as set out in the Agreement. Service Provider may transact Affiliates of Service Provider in respect of Inventory Media. For the avoidance of doubt, Service Provider may receive and retain benefits as a result of such transactions.
5. **Cancellations:** If any approved Media Plan which is cancelled at Authority’s request contains Inventory Media, the Service Provider shall invoice the Authority for the full cost of that Inventory Media on the Media Plan, unless the Service Provider is able to sell on this cancelled Inventory Media to another client, in which case the amount payable to the Service Provider shall be the shortfall between the price of the Inventory Media on the Media Plan and the price at which the Service Provider was able to sell on the cancelled Inventory Media. The Service Provider is still entitled to payment of fees as if the Media Plan had been fully implemented.
6. **No disclosure of underlying costs:** Proprietary Media Partners will not disclose the underlying cost of Inventory Media or return any discounts or rebates associated with such media to the Authority. Given the fixed price, the invoices and the underlying costs and transactions between the relevant Proprietary Media Partner and other third parties and any data collected or generated will not be subject to audit.

7. **Proprietary Media Partners:** This paragraph 7 applies to data collected in the course of providing Inventory Media services:
- a. Interaction Data: Proprietary Media Partners and Service Provider will use Interaction Data wholly and exclusively for the benefit of the Authority and not for their own benefit or for the benefit of any other client. The Authority shall ensure that Authority Properties from which Interaction Data is collected have in place an adequate privacy notice and privacy controls and all other necessary mechanisms to enable such data to be collected and used by Service Provider as contemplated under this Schedule, including for interest-based advertising, retargeting and modeling. The Authority shall ensure that any other data collected by a third party contracted to the Authority and provided to the Service Provider for or on behalf of the Authority has been collected on the same basis.
 - b. Platform Data: Proprietary Media Partners and Service Provider may use Platform Data for the benefit of the Authority and other clients when providing products and / or services. Platform Data will not be used in a way that identifies the Authority or any of its products and services or Authority Properties.
 - c. Service Provider and Proprietary Media Partners will comply with applicable laws and adopt associated industry best practice for data collection in the provision of Inventory Media; for example, an unobtrusive link may be included in creative to provide users with information about data collection and how data is used.
8. **Miscellaneous** The terms of this Schedule shall prevail in the event of a conflict with the terms of the Agreement.