

19.2. ensure that a mechanism is in place to offset the impact on reduced media channel availability and quality; and

19.3. advise the Authority of booking lead times to ensure high quality and high volume of media space is always delivered.

1. The Service Provider should regularly review advanced booking deadlines linked to availability of quality space, consider the implications for individual campaigns and inform the Authority and specific campaign managers

Part B - Key Considerations

1. The volume and variety of campaigns and the complexity of the Authority's business and stakeholder environment requires strategic thinking and a strong understanding of the Authority's brand.

2. The Authority will provide indicative information as part of a Brief:

- 2.1. Necessary background information;
- 2.2. The objective of the campaign;
- 2.3. The budget for the campaign;
- 2.4. The timescale according to which the campaign is to be produced; and
- 2.5. The deadline for receipt of the Strategic Response.

3. The Service Provider post Brief issue will forward a Contact Report. Each Contact Report issued by the Service Provider following a Brief shall contain the following information:

3.1. Details of the relevant Brief such as the sender and recipient and the date of such Brief,

3.2. If a Strategic Response has been or is to be provided, details of the relevant Strategic Response such as the identity of the sender and recipient and the date of such Strategic Response.

3.3. Mediaedge's Manager for the purposes of such Brief.

3.4. The Campaign Manager for the purposes of such Brief.

Part C - CONTENT VERIFICATION AND BRAND SAFETY FOR DIGITAL MEDIA

1. The Service Provider will agree with the Authority which content verification tool ("CV Tool") will be used in relation to the Authority's digital media placements to enable the Authority to monitor viewable impressions. The parties will review the choice of CV Tool on an annual basis. For the avoidance of doubt, the Service Provider shall not be responsible for providing the CV Tool unless the parties agree to this in writing.

2. Where the Parties have agreed that the Service Provider will provide a CV Tool, the Service Provider shall provide the Authority with access to full reports from the CV Tool on a timescale to be agreed between the Service Provider, Authority and the Media Auditor. Such reports shall contain details of:
 - 2.1. the Authority's digital media placements including data on the number and rate of viewable impressions, total impressions, click-throughs and any other applicable engagement metrics agreed between the Parties in relation to each digital media placement.
 - 2.2. where available, any brand safety issues, ad collision and any actual or suspected traffic fraud in relation to each digital media placement.
3. The Service Provider will provide to the Authority and the Media Auditor full access to the CV Tool in relation to the Authority's digital media placements.
4. The Service Provider maintains a list of website domains deemed inappropriate for its clients (a "Domain Blacklist"). The Agency will not run media placements on websites if they appear on the Domain Blacklist.
5. The Service Provider shall use the degree of skill and care stated in clause 5.3.1 of this Agreement in accordance with good industry practice to minimise the risk of the Authority's adverts appearing on websites that contain or link to the following content ("Blacklist Content"):
 - 5.1. obscene, indecent or pornographic content (including child pornography);
 - 5.2. content that is hateful, threatening, harassing or abusive;
 - 5.3. violent content;
 - 5.4. content liable to incite racial hatred or other forms of unlawful discrimination;
 - 5.5. content liable to incite acts of terrorism;
 - 5.6. content containing excessive profanity;
 - 5.7. content relating to illegal drugs or drug paraphernalia;
 - 5.8. content relating to the sale of firearms, ammunition or other weapons;
 - 5.9. content that is defamatory or trade libellous;
 - 5.10. content relating to the sale or promotion of counterfeit goods;
 - 5.11. content that infringes any third party's Intellectual Property Rights, other proprietary rights or rights of publicity or privacy;
 - 5.12. 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;

- 5.13. content that is otherwise harmful, unlawful or illegal;
- 5.14. alcohol-related content;
- 5.15. gambling-related content;
- 5.16. tobacco-related content;
- 5.17. content relating to prescription drugs;
- 5.18. blogs or unmoderated forums; and
- 5.19. content that is harmful to minors in any way or otherwise unsuitable for them to view,

and shall use appropriate software tools to minimise the risk of the Authority's adverts appearing next to Blacklist Content. In the event that the Service Provider discovers or is notified that a media placement has appeared on a website that contains or links to Blacklist Content it shall use its best endeavours to remove the media placement as soon as possible and in any event within twenty four (24) hours of discovery or notification. Notwithstanding the foregoing, the parties acknowledge news reporting editorial about content considered to be Blacklist Content ("Editorial Content") may feature on websites and that the Service Provider shall not be in breach of this clause or any other clause in this Agreement if media placements are made on websites featuring such Editorial Content.

- 6. The Service Provider is aware of the Digital Trading Standards Group ("DTSG") Good Practice Principles and will comply with those principles, including using its reasonable endeavours to minimise the risk of ad misplacement, when supplying the Services.
- 7. The Service Provider shall not place media on websites that appear on the Police Intellectual Property Crime Unit ("PIPCU") infringing website list.
- 8. The Service Provider shall adopt policies and strategies to identify traffic fraud and mitigate its impact including implementing technology to detect and prevent such fraud and filtering traffic through vendors who prioritise fraud detection.
- 9. The Parties will work together to agree further brand safety requirements which are consistent with the digital strategy agreed by the parties and which support the Authority's specific brand values.

10. Programmatic media buys

The Parties shall agree in writing appropriate provisions in relation to programmatic media buys which are consistent with the Authority's choice of provider for such

services.

Part D – Strategic Hub (applicable where the Authority is Transport for London)

1. Senior account and strategic planning representatives from the Service Provider along with senior account representatives from the Creative Agency will be responsible for attending, inputting to and implementing what is agreed by the Strategic Hub.
2. The Strategic Hub will be responsible for the development and delivery of a series of long term pan-TfL strategies and plans to support the transformation of the Authority's communications and to optimise delivery of the Authority's customer promise: Every Journey Matters. The remit will cover five areas but may extend over time and needs to be delivered working in an integrated and collaborative way with the Creative Agency. The five areas are:

2.1. Culture and ways of working:

- 2.1.1. Embedding a cross Portfolio/horizontal approach to the Authority's day to day working not limited to the strategic hub meetings;
- 2.1.2. Delivering our new communications architecture – developing and communicating one clear model to help the Authority organise its communications to optimise the reputation metrics and that this is proactively evolved to anticipate and always meet the changing needs of our customers;
- 2.1.3. Identifying and managing interdependencies between the campaigns and pillars and providing a clear articulation of the media strategy including CRM factoring in learnings from media audits, campaign results, strategic analysis e.g. the digital TNS analysis;
 - o **Media vision:**
- 2.1.4. developing and implementing a new media vision to support the new communications architecture,
- 2.1.5. explaining clearly what channels we use for which customer pillar and how we expect to act in these channels and how we should establish more two way engagement with our customers. This should include a clear vision and strategy for the Authority's owned estate and the use of third party free media. This should also include how the Authority should act as an early adopter that fits within the wider comms strategy.
- 2.1.6. Opportunities to introduce 'media barter' using the Authority's assets is also expected to be developed.

2.2. Data strategy:

- 2.2.1. Developing a clear plan, showing how the Authority will use both the Authority's and external data to optimise our communications, drive cost efficiencies and audience insight;
- 2.2.2. Identifying new sources of data the Authority should expect access to in the next 12-24 months, explain how these will be integrated into the Authority's planning, how this will impact the Authority's plans, outcomes and costs;
- 2.2.3. Identify key data gaps and sensible solutions and priorities;
- 2.2.4. Recommend a clear approach for who leads data management across the team, how this will be done and the technology that will be used (including any cost implications);
- 2.2.5. The agreed data strategy should be used consistently across the Authority's full portfolio of work

2.3. Digital and social strategy:

- 2.3.1. Establish a clear approach for these channels both media wise and creatively
- 2.3.2. This should include when and how channels will be used, including optimal content and ad length and adapting to changes media owners are planning to make to their platforms
- 2.3.3. Develop a clear strategy for growing social media sign up;
- 2.3.4. Establish better ways of working with the Authority's own social media team to help optimise organic reach and share ideas;
- 2.3.5. Identifying and providing solutions for current challenges such as how we can make it easier for the Authority's customers to find our social media handles.

2.4. Budget optimisation:

- 2.4.1. including revenue generation, value for money and managing the Authority's performance.

Appendix 1 – Media Audit Data List

Any data requirements for TfL's media auditors are subject to change by TfL and will be agreed in advance with MEC

Out of Home (OOH)

- All campaigns and pricing by panel to be delivered monthly.
- Plans for each campaign as well as dialogue between Service Provider and Media Auditor to confirm details delivered are correct
- Details of booking dates and late penalties.

TV-

- Plans
- MEWR reports from Mediaocean that details spend, impacts and traded audience by spot and saleshouse.
- Details of audience changes and specials bought
- Buying audiences across all stations
- Details of booking dates and late penalties.

Print-

- The MEWR with accurate cost data (line by line) including the accurate campaign name or Mediaocean product name for each advert for which an AdDynamix report should be provided, so we can match each insertion with its correct date (using the P0 code that's common to both reports as the link). This is important for identifying which ads ran outside campaign dates.
- A list of the correct campaign names that the Authority is familiar with (as well as which of the other campaign names in the MEWR belong to which)
- Details of booking dates and late penalties.

Radio (data sent on a monthly cycle)

- Spot list for each campaign that details impacts and spend by spot with details of the target audience.
- Details of booking dates and late penalties.

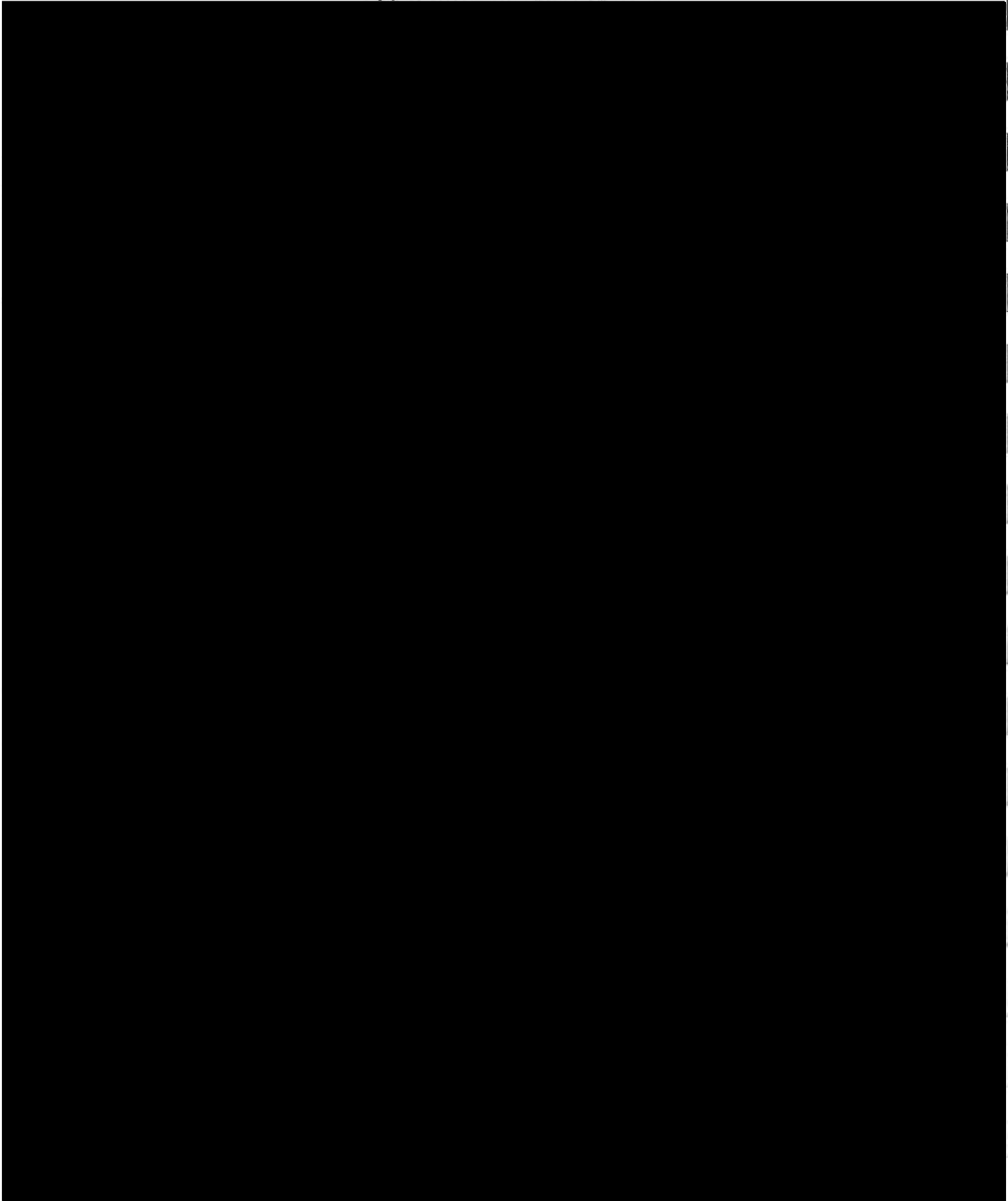
Cinema-

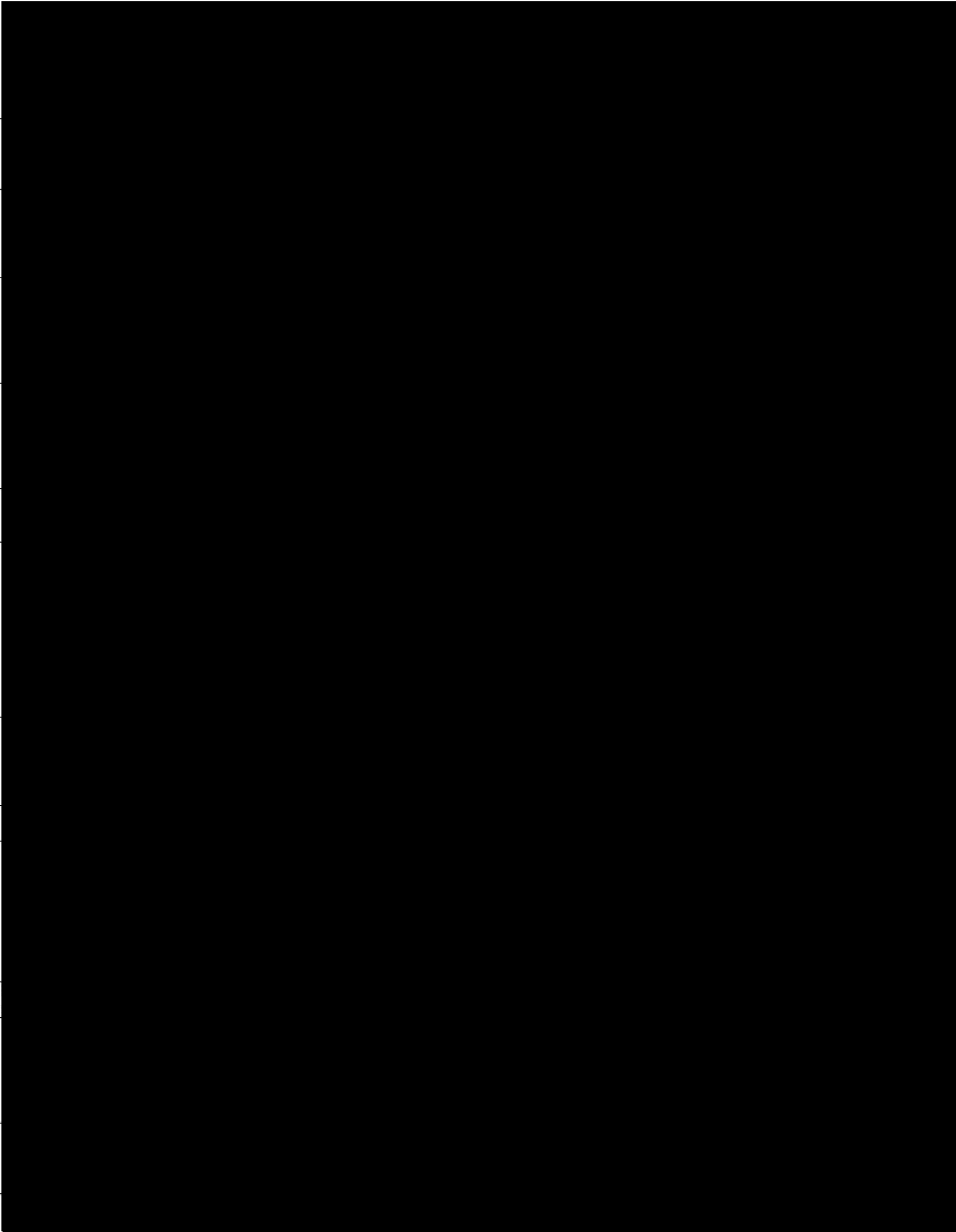
Details of admissions, spend and audience buys bought from Digital Cinema Media and Pearl and Dean.

Digital:

- Signed-off media plans
- Reconciled media plans
- Service Provider buying / briefing document
- Fully completed data template for audited period to be attached
- Facebook / Twitter / Youtube delivery reports when applicable
- Reach & Frequency report by campaign & publisher
- Any additional reports relating to KPIs Data and technology costs (including but not limited to ad-serving, ad-verification, DSP, DMP.), as well as media costs
- Details of booking dates and late penalties.

Appendix 2 – Proprietary Tools





Appendix 3 – Service Level Agreement

Transport for London and MEC – Working Together

A Mutual Service Level Agreement and Appraisal Process

INTRODUCTION

Purpose

- The purpose of the SLA is to set out the expectations of how TfL and MEC work in partnership, and in some instances with VCCP. The GLA and other Functional Bodies may share some of the contents of this SLA or have their own specific ones.

Objective

- The objective is to review the SLA quarterly to ensure all parties working practices are of the highest standard.

Output

- The output is a mutual SLA quarterly appraisal, in which both TfL and MEC complete the questionnaire that relates to the contents of the SLA. TfL and MEC then meet to discuss and develop priority action points moving forward on a quarterly basis, with joint appraisals with VCCP taking place every six months.
- In addition there will be a monthly account servicing meetings with TfL, GLA and MEC which will focus on day to day servicing across the different organisations calling off from the framework. This will not look specifically at projects but overall servicing issues identified when MEC were re-appointed.
- SLA 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.
- In addition to this quarterly document, MEC and TfL will complete a mutual campaign appraisal, a light version of the quarterly appraisal, specific to a given campaign and completed by both parties once the media strategy and detailed channel plans have been agreed and will include feedback on the servicing of the campaign. 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 at the outset of the campaign in consultation with Mandy Courtney or Miranda Leedham).
- Comments from the campaign appraisals will be collated and overall scores will be used to contribute to the quarterly appraisals.

CONTENTS

The SLA consists of five sections:

SECTION 1. RELATIONSHIP

Exploring areas key to a successful partnership

SECTION 2. PERFORMANCE

Results focused based on set KPIs

SECTION 3. FUNCTIONAL COMPETENCE

Maintaining the quality of specific functions

SECTION 4. THE BASICS

The "nuts and bolts" of TfL/MEC day to day working practices

SECTION 1. RELATIONSHIP

This is a mutual section, with expectations relevant to both TfL and MEC

A. Level of Partnership.

- TfL consider MEC and VCCP a partner to their organisation. They value their strategic input and consultancy across the full communications mix.
- MEC value the client's input in the shared development of strategic thinking in addition to day to day media planning and buying, and regard each other and VCCP as one team, delivering marketing communications for TfL.

B. Proactive discussion of issues.

- TfL , MEC and VCCP proactively discuss issues regarding the relationship. These are captured at a management level and swift action plans are put in place to respond to any given issues that may arise.

C. Interaction with senior management.

- TfL has a strong level of interface with senior management at MEC and VCCP and vice versa.
- TfL/MEC Monthly management meetings provide the opportunity for high level conversations to take place when required.
- Fortnightly meetings between Mandy Courtney and Gavin Laisby

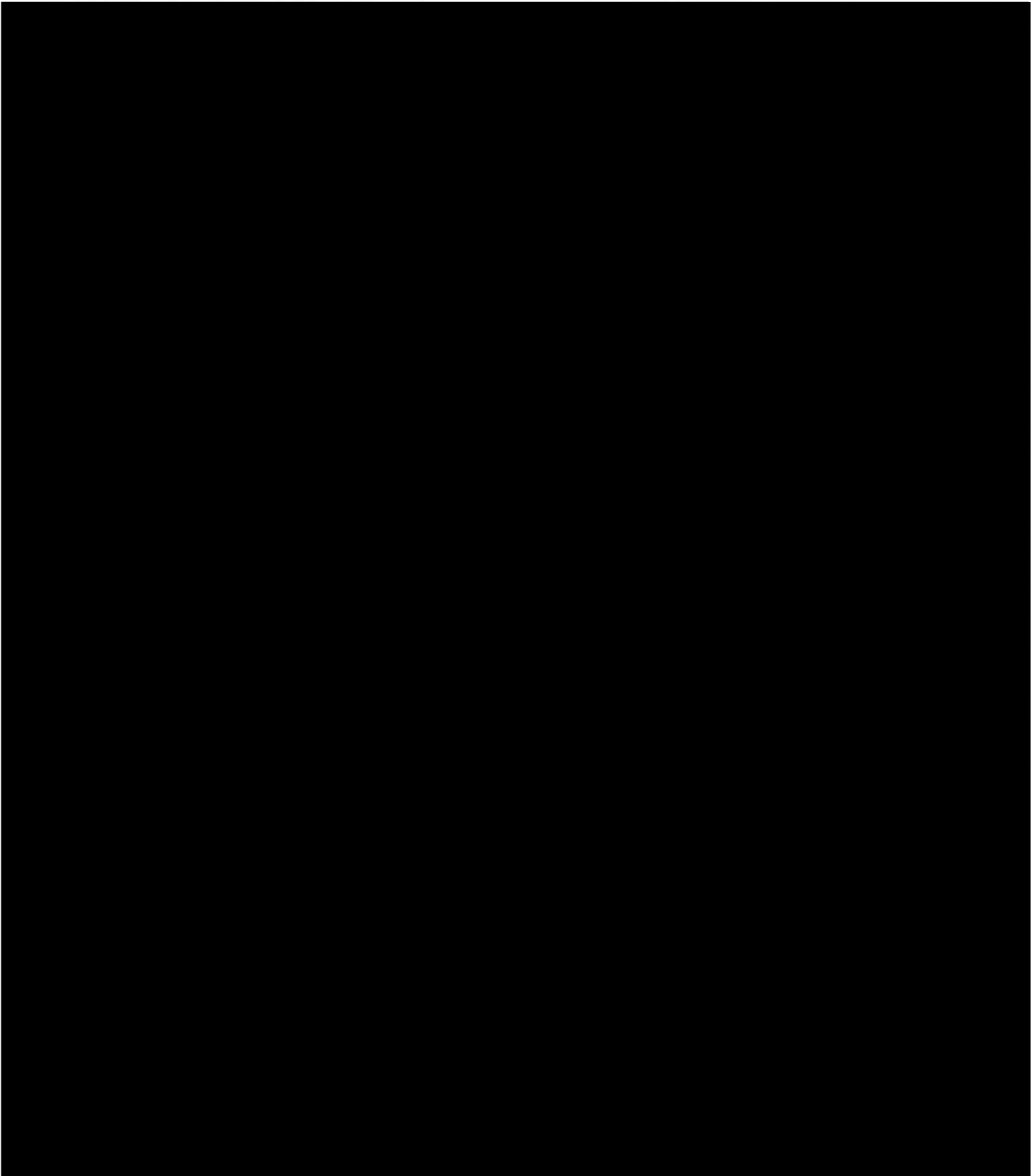
D. Listening ability.

- MEC, VCCP and TfL will listen and take on board each other's strategic points of view.

E. Team quality

- Both MEC and TfL have the right number and the right level of skills, experience and behaviours to ensure work collaboratively and efficiently.
- Both MEC and TfL to ensure that relevant team members are briefed in a timely fashion and within each organisation information is briefed to wider team members and cascaded in a timely fashion. Each organisation should not have to re-brief other team members to compensate for the lack of wider dissemination and briefing within each organisation.
- Both MEC and TfL ensure that there are proper handovers due to staff on holiday, staff leaving each organisation and that there are no knowledge gaps as residual knowledge is retained within each organisation.

SECTION 2. PERFORMANCE (MEC)



B. Quality of (creative, media, sponsorship etc.) product

- MEC's strategic work should be challenging, effective and relevant to TfL.

- MEC and VCCP will adopt a 'right first time' approach with a consistent high level of quality in the responses to each brief. This should include a 'right first time' approach to the development of cross Portfolio strategy (planning and implementation of agreed principles), in the development of channel strategy recommendations to each brief and when implementing the detailed channel plans.
- MEC will ensure that the strategic response to briefs is in line with the 3 pillar strategy, and developed in collaboration with VCCP
- MEC/VCCP strategic recommendations need to take into account and reflect the pan TfL horizontal priorities and ensure any strategic and implementation recommendations are not focussed purely the vertical.
- MEC are accountable for ensuring accuracy in terms of planning budgets, copy lead-times, media channel insertion dates and accurately reflecting agreed copy rotation
- MEC are accountable for accuracy of the data that is supplied to TfL's media auditor and that this data is supplied to agreed timescales inc. campaign names.

C. Knowledge of organisation.

- MEC demonstrates a high level of knowledge of TfL, from marketing and communications perspective, but also an organisational and Political one.

D. Responsiveness and meeting deadlines.

- MEC delivers with speed and flexibility.
- MEC to deliver against deadlines agreed with TfL.
- MEC consistently meets agreed deadlines proactively, without being chased, including pan TfL strategic project updates (e.g. digital frequency capping), channel strategy and detailed channel plans to agreed key milestones.
- They are responsive to calls and emails from TfL and ensure all key team information is factored into timing plans such as annual leave.
- MEC avoid defaulting to emails on a regular basis and use face to face or the phone to talk to campaign managers.
- Working week deadlines are **5pm** at the latest not late evening
- Proactive planning to pre-empt questions from TfL and timings to consider this.

E. Fresh Thinking.

- MEC working with TfL's creative agency (VCCP) will always present media neutral thinking at the strategic stage, innovative thinking, consider new innovations and how these could impact the overall comms plan.
- MEC seek opportunities for TfL to be early adopters of new media opportunities across offline and online media where appropriate to the desired outcomes.

F. Integration

- MEC will always present integrated thinking and proposals that have been discussed and worked through with the VCCP prior to being presented to TfL.