

- (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.
- (5) The Service Provider will maintain a log of all PO's issued by the Authority.

SCHEDULE 5 – 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 the 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.

APPENDIX 1 TO SCHEDULE 6 CONTRACT TEMPLATE

Framework Number: TfL 91209

Framework Title: Media planning and buying services

Contract number: Task 1

THIS CONTRACT is made the day of

BETWEEN:

- (1) [] of [] ("the Authority"); and
- (2) **MEDIAEDGE:CIA UK 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 ("**the Service Provider**").

RECITALS:

- A. The Contracting Authority and the Service Provider have entered into an agreement dated [] 2016, 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.

This Contract has been signed by duly authorised representatives of each of the Parties, and this signature page shall constitute a Contact Report for the purposes of clauses 3.2.1 and 3.2.3 of the Agreement.

SIGNED

For and on behalf of the Authority

Signature: _____

Name: _____

Title: _____

Date: _____

SIGNED

For and on behalf of the Service Provider

Signature: _____

Name: _____

Title: _____

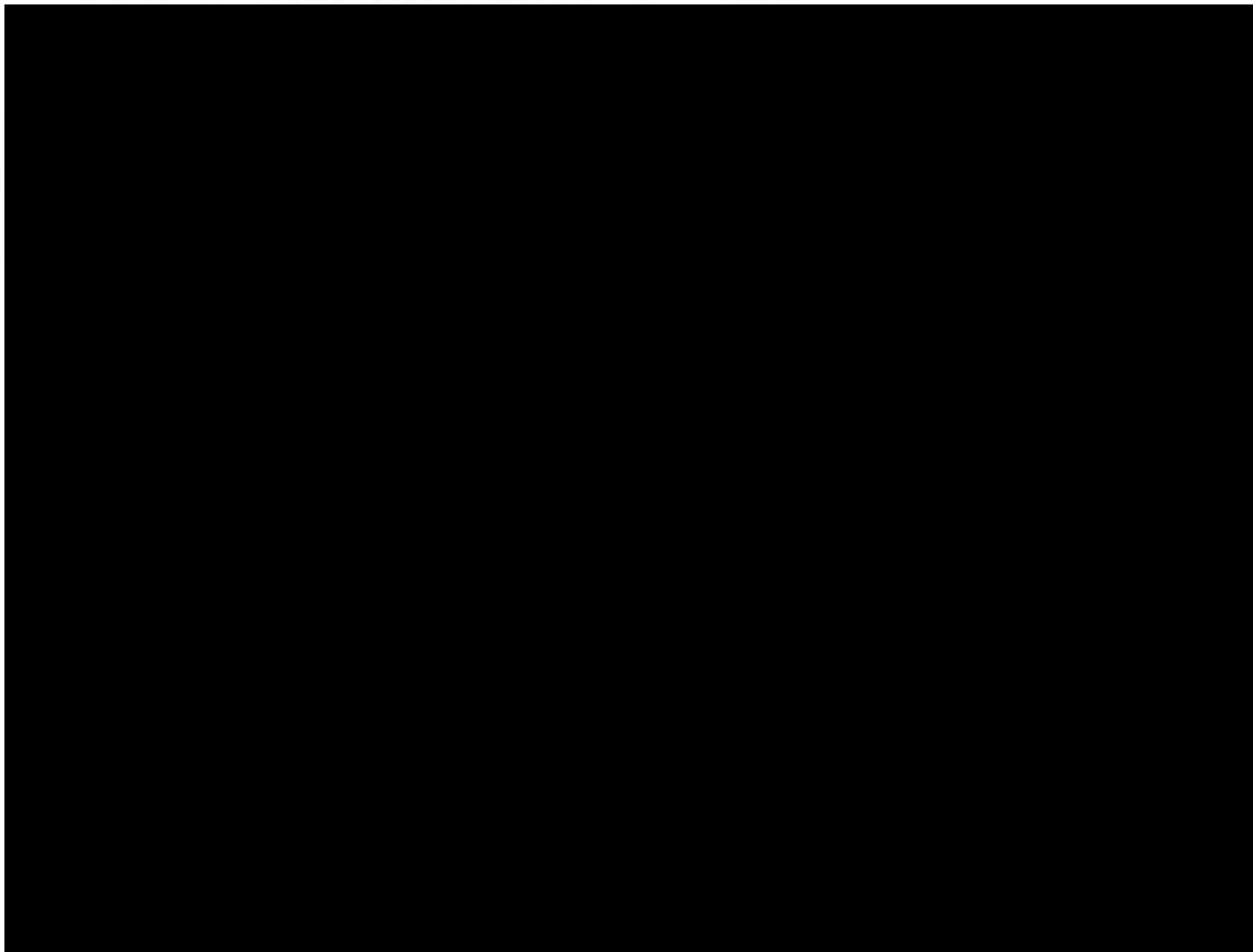
Date: _____

SCHEDULE 1 (TO A CONTRACT) - CONTRACT INFORMATION

- 2. Contract Reference Number:** TfL 91209 – Task []
- 3. Name of Service Provider:** Mediaedge:cia Worldwide Limited
- 4. Contract Term:**
 - (a) Contract Term:**
 - (b) Contract commencement date:**
 - (c) Contract expiry date:**
- 5. Details of Brief and Strategic Response:**

Date of Brief:

Date of Strategic Response:



9. 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.

10. Notice Period:

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

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 7 - FORM FOR VARIATION

Agreement Parties: *[to be inserted]*

Contract Number: *[to be inserted]*

Variation Number: *[to be inserted]*

Authority Contact Telephone *[to be inserted]*

Email *[to be inserted]*

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 8 – AUTHORITY’S POLICIES

This Schedule 8 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 8, unless and to the extent that such provisions are contrary to the Service Provider’s obligations under this Agreement.

1. Health, Safety and Environment Policy when working at Authority Premises;
2. 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;
3. Information Management Policy when accessing the Authority’s computer systems;
4. Information Security Policy when accessing the Authority’s computer systems;
5. 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;
6. Accessible Communications Policy to the extent that it forms part of a service specification agreed in writing by the Parties; and
7. The Service Provider acknowledges the Authority has communicated to it The GLA Group Responsible Procurement Policy, dated March 2006 (updated January 2008) 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 9 – 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 10 - TRANSFER OF EMPLOYEES

- 1 For the purposes of this Schedule 10, unless the context indicates otherwise, the following expressions shall have the following meanings:

1.1 **"Aggregate Staffing Information"** means, in relation to those persons identified on the Supplier's Staff List, the following consolidated information:

1.1.1 in relation to employees, the mean of the following when calculated across the group:

1.1.1.1 annual salary and wages;

1.1.1.2 annual overtime (pay and hours) and allowances;

1.1.1.3 aggregate bonus over each of the last three years;

1.1.1.4 age (years);

1.1.1.5 length of service; and

1.1.1.6 annual flexible employment benefits fund (or annual value of employment benefits);

1.1.2 in relation to all contractors / agency workers, the mean of the following when calculated across the group:

1.1.3 daily or hourly rate (as applicable); and

1.1.4 weekly working hours;

1.2 **"Current Service Provider(s)"** means the provider or providers of services substantially similar to the Services immediately before the Agreement Commencement Date;

1.3 **"Employment Costs"** means all salaries, wages, commissions, bonuses, holiday pay (including payment for accrued but untaken holiday), sick pay, national insurance contributions, pension contributions made to or on behalf of an employee, taxation (including all income tax deductible under PAYE) and all other emoluments;

1.4 **"Employment Liabilities"** means all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, damages, awards, compensation, claims, demands, proceedings and legal costs (on a full indemnity basis);

1.5 **"Final Staff List"** has the meaning set out in paragraph 8;

- 1.6 “Further Transfer Date”** means the date on which the Services (or any part of them) cease to be provided by the Service Provider and start to be performed by the Authority or any Replacement Service Provider when the transfer of employment of the Re-Transferring Personnel from the Service Provider to the Authority or any Replacement Service Provider occurs;
- 1.7 “Relevant Period”** means the period starting on the earlier of:
- 1.7.1 the date falling 6 calendar months before the date of expiry of the Contract; or
 - 1.7.2 if the Contract is terminated by either Party in accordance with Clause 28.3 or by the Authority in accordance with Clause 28.1, 28.2, 28.4 or 28.5, the date of the relevant termination notice;
- and ending on the Further Transfer Date;
- 1.8 “Replacement Service Provider”** means any replacement supplier or provider to the Authority of the Services (or any part of the Services) and any Sub-Contractor to such replacement supplier or provider;
- 1.9 “Re-Transferring Personnel”** means any Service Provider’s Personnel who are assigned (for the purposes of TUPE) to the relevant Services immediately before the Further Transfer Date and whose employment contract will transfer to the Authority or the Replacement Service Provider pursuant to TUPE with effect from the Further Transfer Date;
- 1.10 “Staff List”** has the meaning set out in paragraph 5.1;
- 1.11 “Staffing Information”** has the meaning set out in paragraph 5;
- 1.12 “Sub-Contractor”** means any subcontractor to the Current Service Provider(s), the Service Provider or the Replacement Service Provider as the context dictates which is engaged in the provision of the Services or any part of them (or services substantially similar to the Services or any part of them);
- 1.13 “TUPE”** means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

Part A – Transfer of Employees to Service Provider

- 2** It is understood and acknowledged by the Parties that TUPE will not apply as a result of the Parties entering into the Agreement or any Contract because the Service Provider is also the Current Service Provider.
- 3** The Authority warrants to the Service Provider that none of the Authority’s employees nor those of any provider of services to the Authority which are similar to the Services will transfer to the Service Provider under TUPE as a result of the Parties entering into the Agreement or any Contract .