



DN406484 – SPECIALIST LIVE EVENTS – EVENT MANAGEMENT SERVICES

THE DEPARTMENT FOR INTERNATIONAL TRADE

AND

BRAY LEINO EVENTS

CALL OFF CONTRACT TERMS AND CONDITIONS

CCS FRAMEWORK RM3796 – LOT 2

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Call-Off Contract –Call-Off Terms

This Call-Off Contract is made on the 16th day of September 2019 between:

The Secretary of State for the Department of International Trade with offices at 3 Whitehall Place, London, SW1A 2AW (“the **Client**”);

and

Bray Leino Limited a company registered in England and Wales under Company Number 01352705 whose registered office is at 36 Percy Street, London, W1T 2DH (“the **Agency**”),

Both the Client and the Agency can be referred to as a “**Party**” or together the “**Parties**”.

INTRODUCTION

- (1) The Agency is one of a number of agencies appointed by the Crown Commercial Service (**CCS**) to the Framework Agreement and is therefore able to enter into this Call-Off Contract to provide the Services to the Client.
- (2) This Call-Off Contract, made between the Client and the Agency, sets out the terms of the Agency’s appointment as a provider of the Services to the Client. The Services will be delivered according to the terms of this Call-Off Contract, any agreed Statement of Work (or Brief) and the Framework Agreement.
- (3) The Agency’s appointment has been confirmed in the Letter of Appointment.
- (4) The Parties agree that the Services and associated Deliverables shall be supplied in accordance with the terms of the Framework Agreement and this Call-Off Contract.
- (5) Following the successful completion of a Further Competition Procedure, the Letter of Appointment, these Call-Off Terms and any Statement of Work (or Brief) will become binding.

IT IS AGREED:

1 APPOINTMENT & BRIEFS

- 1.1 Throughout the Term of this Call-Off Contract, the Agency will perform the Services and (where relevant) supply the Deliverables to the Client in accordance with this Call-Off Contract and any one or more agreed Briefs.
- 1.2 Subject to the terms of the Letter of Appointment and Clause 1.4 the Parties may agree new Projects to be delivered under this Call-Off Contract by agreeing a new Brief. This must be done in writing and using one of the forms set out at Schedule 11. Once both Parties have agreed and signed a Brief, it automatically forms part of this Call-Off Contract.
- 1.3 Any schedule attached to an agreed Brief will describe in detail the different types of Services to be provided under that Brief. Where the Parties agree in the Letter of Appointment that there may be more than one Brief, a schedule attached to a Brief only applies to the relevant Project to be delivered under that Brief, and not to any other Brief, or to the provision of the Services as a whole.
- 1.4 Where a Brief would result in:
 - (a) a variation of the Services procured under this Call-Off Contract;
 - (b) an increase in the Charges agreed under this Call-Off Contract; or

- (c) a change in the economic balance between the Parties to the detriment of the Client that is not provided for in this Call-Off Contract,
- the relevant term(s) will be dealt with as a proposed Variation to this Call-Off Contract in accordance with the Variation procedure set out in Clause 9.

2 TERM

- 2.1 This Call-Off Contract starts on the **Effective Date** and ends on the **Expiry Date**, as stated in the Letter of Appointment. The Expiry Date may be changed in accordance with Clause 2.2 or Clause 23.
- 2.2 The Client may extend this Call-Off Contract for any period up to the Extension Expiry Date by giving the Agency notice in writing before the Expiry Date. The minimum notice which must be given in order to amend the Expiry Date is specified in the Letter of Appointment.
- 2.3 The revised date the contract will end (the **New Expiry Date**) will be set out in the notice given under Clause 2.2 above.
- 2.4 The terms and conditions of this Call-Off Contract will apply throughout any extended period.
- 2.5 Each Project starts on the Project Commencement Date and ends on the Project Completion Date, unless it is terminated earlier in accordance with Clause 23.

3 CALL OFF GUARANTEE

- 3.1 Where the Client has stated in the Letter of Appointment that this Call-Off Contract is conditional on receipt of a Guarantee, then, on or prior to the Effective Date (or on any other date specified by the Client), the Agency must provide:
- an executed Guarantee from a Guarantor; and
 - a certified copy extract of the board minutes and/or resolution of the Guarantor approving the execution of the Guarantee.
- 3.2 The Client may at any time agree to waive compliance with the requirement in Clause 3.1 by giving the Agency notice in writing.

4 CLIENT'S OBLIGATIONS

- 4.1 The Client will give the Agency instructions as to its requirements for the Services and Deliverables. These will be included in a Brief and may include start and end dates for each stage of the proposed Services and Deliverables.

5 SERVICE DELIVERY, DELAY AND RECTIFICATION

Service Delivery

- 5.1 The Agency will give the Client full and clear instructions as to any Client Materials it reasonably requires to perform the Services and provide the Deliverables.
- 5.2 The Agency will:
- comply with all Law;
 - use all reasonable and proper skill and care in its performance of the Services and provision of the Deliverables;

- comply with all reasonable Client instructions regarding the Services and Deliverables, as long as these instructions do not materially amend the Brief (unless the amendment has been agreed in accordance with Clause 9.1);
- keep Client Materials under its control safe and secure and in accordance with any security policy provided by the Client; and
- provide all Deliverables by any dates set out in the applicable Statement of Work or any other date(s) agreed by the parties in writing.

Delay

- 5.3 If the Client materially breaches its obligations in connection with this Call-Off Contract (including its payment obligations), and consequently delays or prevents the Agency from performing any of the agreed Services or providing any of the agreed Deliverables this will be a “**Client Cause**”. In the event of a Client Cause, without prejudice to any other rights or remedies the Agency may have the Agency will be granted an appropriate extension of time (to be approved by the Client, acting reasonably) to perform the agreed Services or provide the agreed Deliverables. The Agency will not be liable for any Losses incurred by the Client as a result of Client Cause, provided the Agency complies with its obligations set out at Clause 5.4.
- 5.4 The Agency must notify the Client within 2 Working Days of the Agency becoming aware that the Client has breached, or is likely to breach, its obligations in connection with this Call-Off Contract. This notice must detail:
- (a) the Client Cause and its actual or potential effect on the Agency’s ability to meet its obligations under this Call-Off Contract, and
 - (b) any steps which the Client can take to eliminate or mitigate the consequences and impact of such Client Cause.
- 5.5 The Agency must use reasonable endeavours to eliminate or mitigate the consequences and impact of a Client Cause. The Agency must try to mitigate against any Losses that the Client or the Agency may incur, and the duration and consequences of any delay or anticipated delay.
- 5.6 If at any time the Agency becomes aware that it may not be able to perform the Services or provide any Deliverables by any date set out in the applicable Brief (or any other deadline agreed by the Parties in writing or comply with any other material requirement set out in the Brief including the KPI targets set out in Schedule 14 (Performance Management Framework)), this will constitute a Default and the Agency will immediately notify the Client of the Default and the reasons for the Default.
- 5.7 If the Default described in Clause 5.6 above is, in the Client’s opinion capable of remedy, the Client may, up to 10 Working Days from being notified of the Default, instruct the Agency to comply with the Rectification Plan Process.

Rectification Plan Process

- 5.8 If instructed to comply with the Rectification Plan Process by the Client under Clause 5.7 above, the Agency will submit a draft Rectification Plan to the Client to review as soon as possible and in any event within 10 Working Days (or such other period as may be agreed between the Parties) from being instructed to do so. The Agency shall submit a draft Rectification Plan even if the Agency does not agree that the Default is capable of remedy.
- 5.9 the draft Rectification Plan shall set out:
- (a) full details of the Default that has occurred, including the underlying reasons for it;
 - (b) the actual or anticipated effect of the Default; and

- (c) the steps which the Agency proposes to take to rectify or mitigate the Default and to prevent any recurrence of the Default, including timescales for such steps and for the rectification of the Default (where applicable).
- 5.10 The Agency shall promptly provide to the Client any further documentation that the Client requires to assess the Agency's reasoning behind the default. If the Parties do not agree on the root cause set out in the draft Rectification Plan, either Party may refer the matter to be determined in accordance with paragraph 5 of Schedule 4 (Dispute Resolution Procedure).
- 5.11 The Client may reject the draft Rectification Plan by notice to the Agency if, acting reasonably, it considers that the draft Rectification Plan is inadequate. An example of an inadequate draft Rectification Plan is one which:
- (a) is insufficiently detailed to be capable of proper evaluation;
 - (b) will take too long to complete;
 - (c) will not prevent reoccurrence of the Default;
 - (d) will rectify the Default but in a manner which is unacceptable to the Client; or
 - (e) will not rectify the Default.
- 5.12 The Client will tell the Agency as soon as reasonably practicable if it agrees to or rejects the draft Rectification Plan.
- 5.13 If the Client rejects the draft Rectification Plan, the Client will give reasons for its decision in its rejection notice. The Agency must take these reasons into account in the preparation of a revised Rectification Plan. The Agency shall submit a revised draft of the Rectification Plan to the Client for review within 5 Working Days (or such other period as agreed between the Parties) of the Client's rejection notice.
- 5.14 If the Client agrees the draft Rectification Plan, or any revised draft Rectification Plan, the Agency shall immediately start work on the actions set out in the Rectification Plan.

The Client and Agency will endeavour to manage performance of the Services by the Agency through the Performance Management Framework in Schedule 14. A Rectification Plan in respect of an Agency failure will be requested in accordance with this clause in the event of a Service Failure.

If a Rectification Plan is not agreed in accordance with this Clause 5, or, in the opinion of the Client, the Agency does not complete it in a timely and adequate manner, the Client may apply the Service Credit regime, in part or in full, in accordance with Schedule 14.

6 AGENCY: OTHER APPOINTMENTS

- 6.1 Adverse public perception could have a detrimental impact on the Client's desired outcomes for the Project. To minimise this risk, the Agency must not, without the Client's written consent, provide communication or campaign services to a third party during the Term of this Call-Off Contract where the provision of such services (in the reasonable opinion of the Client):
- has the potential to adversely affect the Client's desired outcome of the Project or diminish the trust that the public places in the Client; or
 - is likely to cause embarrassment to the Client or bring the Client into disrepute or may result in a conflict of interest for the Client.

- 6.2 The only exception to this is if the Agency provides communication services to an existing client, which the Client had been informed about before entering into this Call-Off Contract.
- 6.3 If the Agency becomes aware of a breach, or potential breach, of its obligations under Clause 6.1, the Agency must notify the Client immediately, providing full details of the nature of the breach and the likely impact on any Projects.
- 6.4 If the Agency breaches Clause 6.1, the Client may terminate this Call-Off Contract, a Project, or any part of a Project with immediate effect in accordance with Clause 23.3.

7 CLIENT: OTHER APPOINTMENTS

- 7.1 Subject to Clause 6 the relationship between the Parties is non-exclusive. The Client is entitled to appoint any other agency to perform services and produce deliverables which are the same or similar to the Services or Deliverables.

8 PERSONNEL

- 8.1 The Agency must ensure that Agency personnel who provide the Services:
 - (a) are appropriately experienced, qualified and trained to provide the Services in accordance with this Call-Off Contract
 - (b) apply all reasonable skill, care and diligence in providing the Services
 - (c) obey all lawful instructions and reasonable directions of the Client and provide the Services to the reasonable satisfaction of the Client, and
 - (d) are vetted in accordance with Good Industry Practice and, where applicable, the security requirements of the Client and the Standards
- 8.2 The Agency will be liable for all acts or omissions of the Agency personnel. Any act or omission of a member of any Agency personnel which results in a breach of this Call-Off Contract is a breach by the Agency.
- 8.3 The Client acknowledges and agrees that it may be necessary for the Agency to replace the personnel providing the Services with alternative personnel with similar levels of seniority and experience.
- 8.4 The Agency will seek to ensure that any Key Individual responsible for the provision of the Services will remain involved in the provision of the Services. If any Key Individual leaves the Agency, or ceases to be involved in the provision of the Services for any reason (for example, if they are promoted to a different role within the Agency), the Agency will consult with the Client and, subject to the Client's prior Approval not to be unreasonably withheld or delayed, appoint a suitable replacement.
- 8.5 If the Client reasonably believes that any of the Agency personnel undertaking work on this Call-Off Contract:
 - (a) do not meet the requirements of Clause 8.1; or
 - (b) may cause embarrassment to the Client or bring the Client into disrepute or may result in a conflict of interest for the Client,it will notify the Agency who will then end the person's involvement in providing the Services.

9 VARIATIONS AND CANCELLATIONS

- 9.1 Either Party may request a change to this Call-Off Contract, a Project or a Brief. Any requested change must not amount to a material change of this Call-Off Contract (within

the meaning of the Regulations and the Law). A change, once implemented, is called a "**Variation**".

- 9.2 A Party may request a Variation by completing, signing and sending the Variation Form to the other Party. The requesting Party must give sufficient information for the receiving Party to assess the extent of the proposed Variation and any additional cost that may be incurred by it.
- 9.3 Subject to Clause 9.5, the receiving Party must respond to the request within the time limits specified in the Variation Form. The time limits shall be reasonable and ultimately at the discretion of the Client, having regard to the nature of the Services and the proposed Variation.
- 9.4 If either Party requests a Variation, the Client can ask the Agency to carry out an assessment of the effects of the proposed Variation (an **Impact Assessment**). The Impact Assessment must consider:
- the impact of the proposed Variation on the Services and Agency's ability to meet its other obligations under this Call-Off Contract (including in relation to other Briefs);
 - the initial cost of implementing the proposed Variation and any ongoing costs post-implementation;
 - any increase or decrease in the Contract Charges, any alteration in the resources or expenditure required by either Party and any alteration to the working practices of either Party;
 - a timetable for the implementation, together with any proposals for the testing of the Variation; and
 - any other information the Client reasonably asks for in response to the Variation request.
- 9.5 The Parties may agree to adjust the time limits specified in the Variation Form so the Impact Assessment can be carried out.
- 9.6 If the Parties agree the Variation, the Agency will implement it, and the Parties will be bound by it as if it was part of this Call-Off Contract.
- 9.7 Until a Variation is agreed, the Agency must continue to perform and be paid for the Services as originally agreed.
- 9.8 Subject to Clauses 9.9 and 23.1 the Client can ask the Agency to suspend or cancel any Project or Brief, or any part of a Project, including any plans, schedules or work in progress at any time, regardless of whether a Variation has been requested. Any request shall be made by an Authorised Client Approver in writing. The Agency will take all reasonable steps to comply with any such request.
- 9.9 In the event of any cancellation under Clause 9.8, the Client will pay the Agency all Contract Charges reasonably and properly incurred by the Agency during the Project Notice Period, provided that the Agency uses all reasonable endeavours to mitigate any charges or expenses.

10 APPROVALS AND AUTHORITY

- 10.1 For the purposes of this Call-Off Contract, any reference to Client Approval means written approval in one of the following ways:
- the Client issuing a purchase order bearing the signature of an Authorised Client Approver, or

- e-mail from the individual business e-mail address of an Authorised Client Approver, or
 - the signature of an Authorised Client Approver on the Agency's documentation
- 10.2 Any reference to Agency Approval means written approval in one of the following ways:
- e-mail from the individual business e-mail address of an Authorised Agency Approver, or
 - the signature of an Authorised Agency Approver on the Client's documentation
- 10.3 The Agency will seek the Client's prior Approval of:
- any estimates or quotations for any costs to be paid by the Client that are not agreed in a Brief; and
 - any creative treatments, including but not limited to scripts, messaging, storyboards, copy, layouts, design, artwork, or proposed marketing activity
- 10.4 The Agency will seek the Client's prior Approval of any draft Deliverables. The Client's Approval will be the Agency's authority to proceed with the use of the relevant Deliverables.
- 10.5 If the Client does not approve of any matter requiring Approval, it must notify the Agency of its reasons for disapproval within 14 days of the Agency's request.
- 10.6 If the Client delays approving or notifying the Agency as to its disapproval, the Agency will not be liable for any resulting delays or adverse impact caused to the delivery of the Project.

11 PROJECT MANAGEMENT

- 11.1 During the Term of this Call-Off Contract, the Agency will:
- keep the Client fully informed as to the progress and status of all Services and Deliverables, by preparing and submitting written reports at such intervals and in such format as is agreed by the Parties
 - promptly inform the Client of any actual or anticipated problems relating to provision of the Deliverables
 - Report against the Key Performance Indicators in Schedule 14 at the intervals agreed with the Client at the first monthly management meeting.
- 11.2 During the Term, the Parties' respective project managers will arrange and attend meetings to review the status and progress of the Services, Deliverables and the Project(s), and to seek to resolve any issues that have arisen. These meetings will be held at locations and intervals as agreed by the parties. The Agency must comply with the Contract Management and Governance process in Schedule 13 and the Performance Management Framework in Schedule 14 of this Call-Off Contract.
- 11.3 Unless otherwise agreed in the Brief, the Agency will produce contact reports providing each Party with a written record of matters of substance discussed at meetings or in telephone conversations between the parties within 3 Working Days of such discussions. If the Client does not question any of the subject matter of a contact report within 7 Working Days of its receipt, it will be taken to be a correct record of the meeting or telephone conversation.

12 FEES AND INVOICING

- 12.1 The Contract Charges for the Services will be the full and exclusive remuneration of the Agency for supplying the Services. Unless expressly agreed in writing by the Client in the

- Briefs, the Contract Charges will include every cost and expense of the Agency directly or indirectly incurred in connection with the performance of the Services.
- 12.2 All amounts stated are exclusive of VAT which will be charged at the prevailing rate. The Client shall, following the receipt of a valid VAT invoice, pay to the Agency a sum equal to the VAT chargeable in respect of the Services.
- 12.3 The Agency will invoice the Client in accordance with the payment profile agreed in the Brief. Each invoice will include all supporting information required by the Client to verify the accuracy of the invoice, including any Service Credits payable, the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 12.4 Unless otherwise agreed in a Brief the Client will pay the Agency the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Client may, without prejudice to any other rights and remedies under this Call-Off Contract, withhold or reduce payments in the event of a Default by the Agency.
- 12.5 If the Agency incurs upfront Throughput costs in respect of a Tasked Event (including, but not limited to, a large deposit to secure a particular venue) then the Agency may, subject to having previously obtained the Client's express prior approval to incur such Throughput costs, invoice the Client at the time of incurring such Throughput Costs, provided that such invoice is accompanied by Supporting Documentation.
- 12.6 If the Client does not pay an undisputed amount properly invoiced by the due date, the Agency has the right to charge interest on the overdue amount at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 12.7 If at any time during the Term the Agency reduces its Framework Prices for Services provided in accordance with the terms of the Framework Agreement, the Agency shall immediately reduce the Contract Charges for the Services under this Call-Off Contract by the same amount. This obligation applies whether or not the Services are offered in a catalogue provided under the Framework Agreement.
- 12.8 If the Agency commits a Service Failure, the Client shall be entitled to either submit an invoice to the Agency or make deductions from the Contract Charges corresponding to the Service Credit set out in Schedule 14 (Performance Management Framework).
- 12.9 The Client is entitled to deduct from any sum due any money that the Agency owes the Client. This includes any sum which the Agency is liable to pay to the Client in respect of breach of this Call-Off Contract. In these circumstances, the Agency may not assert any credit, set-off or counterclaim against the Client.
- 12.10 The Agency will indemnify the Client on a continuing basis against any liability (to include any interest, penalties or costs incurred, levied, demanded or assessed) on the Client at any time in respect of the Agency's failure to account for or to pay any VAT on payments made to the Agency under this Call-Off Contract. Any amounts due under Clause 12.2 will be paid by the Agency to the Client not less than 5 Working Days before the date upon which the tax or other liability is payable by the Client.
- 12.11 If there is a dispute between the Parties about an amount invoiced, the Client will pay the undisputed amount by the due date. The Agency will not suspend the supply of the Services in any Project, unless the Agency is entitled to terminate that Project for a failure to pay undisputed sums in accordance with Clause 23.8.

13 THIRD PARTY AGENCIES: ASSIGNMENT AND SUB-CONTRACTING

Assignment and Sub-Contracting

- 13.1 Other than where a Sub-Contractor is agreed in the Letter of Appointment or a Brief, the Agency will not, without the prior Approval of the Client, assign, sub-contract, novate or in any way dispose of the benefit or the burden of this Call-Off Contract or any part of it.
- 13.2 In requesting Approval to sub-contract, the Agency will:
- (a) use reasonable care and skill in the selection of proposed Sub-Contractors;
 - (b) if the Client requests, the Agency will obtain more than one quote for a particular sub-contracted service; and
 - (c) provide the Client with a business case for sub-contracting all or part of the Services, identifying why it is advantageous for the Agency to sub-contract to its proposed sub-contractor. The Client may reject the Agency's request to appoint a proposed sub-contractor if it considers the proposed sub-contractor does not provide value for money.
- 13.3 If the Client consents to the Agency's proposed sub-contractor, it shall be a Sub-Contractor as the term is defined in Schedule 1 (Definitions).
- 13.4 In granting consent to any assignment, novation sub-contracting or disposal, the Client may set additional terms and conditions it considers necessary.
- 13.5 The Agency shall ensure that its Sub-Contractor does not further sub-contract all or part of the Services or Deliverables.
- 13.6 Any contracts the Agency enters into with third party suppliers for Services and Deliverables ("**Sub-Contracts**") must be on terms that are in line with the Agency's standard contractual terms and conditions, must not permit further sub-contracting, and must not conflict with the terms of this Call-Off Contract.
- 13.7 Provided that the Agency has notified the Client of any significant restrictions or contract terms contained in any Sub-Contracts, the Client hereby acknowledges that:
- its right to use or otherwise benefit from any Services or Deliverables acquired under Sub-Contracts will be as set out in the Sub-Contracts; and
 - it will be responsible for any reasonable and proper charges or liabilities (including cancellation payments) that the Agency is directly liable for under Sub-Contracts only to the extent that that these are caused by an act or omission of the Client or its Affiliates
- 13.8 The Agency will promptly provide the Client with a copy of any Sub-Contract if requested to do so.
- 13.9 The Agency will be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 13.10 The Agency will obtain the Client's Approval before commissioning services from any Agency Affiliate.

Supply Chain Protection

- 13.11 The Agency will ensure that all Sub-Contracts contain provisions:
- (a) requiring the Agency to pay any undisputed sums which are due from it to the Sub-Contractor within a specified period not exceeding 30 days from the receipt of a Valid Invoice;
 - (b) requiring the Agency to verify any invoices submitted by a Sub-Contractor in a timely manner;

- (c) giving the Client the right to publish the Agency's compliance with its obligation to pay undisputed invoices to the Sub-Contractor within the specified payment period;
- (d) giving the Agency a right to terminate the Sub-Contract if the Sub-Contractor fails to comply with legal obligations in the fields of environmental, social or labour law; and
- (e) requiring the Sub-Contractor to include in any Sub-Contract which it in turn awards provisions to the same effect as those required by this Clause 13.11.

14 DISCOUNTS AND REBATES

14.1 The Agency will disclose to the Client any commission, discount or rebate earned by the Agency arising in respect of third party costs directly related to the Projects. The Client will receive the full benefit of such commission, discount or rebate.

15 CONFIDENTIALITY, TRANSPARENCY AND FREEDOM OF INFORMATION

CONFIDENTIALITY

15.1 For the purposes of the Clauses below, a Party which receives or obtains, directly or indirectly, Confidential Information is a "**Recipient**". A Party which discloses or makes available Confidential Information is a "**Disclosing Party**".

15.2 Unless a Recipient has express permission to disclose Confidential Information, it must:

- treat the Disclosing Party's Confidential Information as confidential and store it securely
- not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Call-Off Contract or with the owner's prior written consent
- use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Call-Off Contract, and
- immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information

15.3 The Recipient is entitled to disclose Confidential Information if:

- It is required to so by Law (though in such cases, Clause 15.15 (Freedom of Information) applies to disclosures required under the FOIA or the EIRs)
- the need for such disclosure arises out of or in connection with:
 - (i) any legal challenge or potential legal challenge against the Client regarding this Call-Off Contract
 - (ii) the examination and certification of the Client's accounts (provided that the disclosure is made on a confidential basis) or for any examination under Section 6(1) of the National Audit Act 1983, or
 - (iii) a Central Government Body review in respect of this Call-Off Contract or
- the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010. Such disclosure can only be made to the Serious Fraud Office.

15.4 If the Recipient is required by Law to disclose Confidential Information, it should notify the Disclosing Party as soon as reasonably practicable and to the extent permitted by Law. It may advise the Disclosing Party of what Law or regulatory body requires such disclosure and what Confidential Information it will be required to disclose.

15.5 Subject to Clauses 15.3 and 15.4, the Agency may disclose Confidential Information, on a confidential basis, to:

- Agency personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable performance under this Call-Off Contract, and
 - its professional advisers for the purposes of obtaining advice in relation to this Call-Off Contract.
- 15.6 Where the Agency discloses Confidential Information in such circumstances, it remains responsible for ensuring the persons to whom the information was disclosed comply with the confidentiality obligations set out in this Call-Off Contract.
- 15.7 The Client may disclose the Confidential Information of the Agency:
- to any Central Government Body, on the basis that the information may only be further disclosed to Central Government Bodies
 - to Parliament, including any Parliamentary committees, or if required by any British Parliamentary reporting requirement
 - if disclosure is necessary or appropriate in the course of carrying out its public functions
 - on a confidential basis to a professional adviser, consultant, supplier or other person engaged by a Central Government Body or Contracting Body (including any benchmarking organisation) for any purpose relating to or connected with this Call-Off Contract
 - on a confidential basis for the purpose of the exercise of its rights under this Call-Off Contract, or
- to a proposed successor in title (transferee, assignee or novatee) to the Client.
- 15.8 Any references to disclosure on a confidential basis means disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Client under this Clause 15.
- 15.9 Nothing in this Clause 15 will prevent a Recipient from using any techniques, ideas or know-how gained during the performance of this Call-Off Contract in the course of its normal business, as long as this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.
- 15.10 If the Agency fails to comply with this Clause 15, the Client can terminate this Call-Off Contract.

TRANSPARENCY

- 15.11 Except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Call-Off Contract (and any Transparency Reports submitted by the Agency under it) is not Confidential Information. This will be made available in accordance with the procurement policy note 13/15 www.gov.uk/government/uploads/system/uploads/attachment_data/file/458554/Procurement_Policy_Note_13_15.pdf and the Transparency Principles referred to therein.
- 15.12 The Client will determine whether any of the content of this Call-Off Contract is exempt from disclosure in accordance with the provisions of the FOIA. The Client may consult with the Agency to inform its decision regarding any redactions but will have absolute discretion over the final decision.
- 15.13 Notwithstanding any other provision of this Call-Off Contract, the Agency consents to the Client publishing this Call-Off Contract in its entirety (including any agreed changes). Any

information which is exempt from disclosure in accordance with the provisions of the FOIA will be redacted).

15.14 The Agency will cooperate with the Client to enable publication of this Call-Off Contract.

FREEDOM OF INFORMATION

15.15 The Client is subject to the requirements of the FOIA and the EIRs. The Agency will:

- provide all necessary assistance to the Client to enable it to comply with its Information disclosure obligations.
- send all Requests for Information it receives relating to this Call-Off Contract to the Client as soon as practicable and within a maximum of 2 Working Days from receipt.
- provide the Client with a copy of all Information belonging to the Client requested in the Request for Information which is in its possession or control in the form that the Client requires within 5 Working Days of the Client's request.

15.16 The Agency must not respond directly to a Request for Information without the Client's prior Approval.

15.17 The Client may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Agency. The Client will take reasonable steps to notify the Agency of a Request for Information where it is permissible and reasonably practical for it to do so. However, the Client will be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information are exempt from disclosure in accordance with the FOIA and/or the EIRs.

16 AGENCY WARRANTIES

16.1 The Agency warrants that:

- (a) it has full capacity and authority to enter into this Call-Off Contract and that by doing so it will not be in breach of any obligation to a third party;
- (b) the personnel who perform the Services are competent and suitable do so;

16.2 The Agency undertakes that:

- (a) the use of the Deliverables by the Client in accordance with this Call-Off Contract and for the purposes set out in the Brief will not infringe the IPR of any third party; and
- (b) as at the date they are delivered, the Deliverables of this Call-Off Contract may be used for the purposes set out in the Brief and comply with all Advertising Regulations.

16.3 Subject to Clause 16.4, the Agency hereby indemnifies the Client against any Losses incurred by the Client as a result of breach by the Agency of its warranty and undertaking in Clauses 16.1 and 16.2.

16.4 The Client shall not be liable for any breach by the Agency of its warranty or undertaking in Clauses 16.1 and 16.2 where the Agency had previously notified the Client of the specific risk in writing, the Client has confirmed it understands the risk and Approved the use of such Deliverables

17 CLIENT WARRANTIES

17.1 The Client warrants that:

- (a) it has full capacity and authority to enter into this Call-Off Contract and that by doing so it will not be in breach of any obligation to a third party;

- (b) the Client Materials will not, when used in accordance with this Call-Off Contract and any written instructions given by the Client, infringe third party IPR; and
- (c) to the best of its knowledge and belief, the Client Materials are accurate and will comply with all applicable Laws

18 LIABILITY

- 18.1 Nothing in this Call-Off Contract will exclude or in any way limit either Party's liability for fraud, death or personal injury caused by its negligence.
- 18.2 The Agency does not limit its liability in respect of the indemnity in Clause 20.14 (IPR).
- 18.3 Subject always to Clauses 18.1, 18.2 and 18.4, the maximum amount the Agency can be liable for in respect of all Defaults shall in no event exceed:
- (a) in relation to any Defaults occurring from the Effective Date to the end of the first Contract Year, the higher of the figure specified in the Letter of Appointment or a sum equal to 125% of the Contract Charges estimated by the Client for the first Contract Year;
 - (b) in relation to any Defaults occurring in each subsequent Contract Year that commences during the remainder of the Term, the higher of the figure specified in the Letter of Appointment or a sum equal to 125% of the Contract Charges payable to the Agency under this Call-Off Contract in the previous Contract Year (not taking into account Service Credits applied to such Contract Charges); and
 - (c) in relation to any Defaults occurring in each Contract Year that commences after the end of the Initial Term, the higher of the figure specified in the Letter of Appointment or a sum equal to 125% of the Contract Charges payable to the Agency under this Call-Off Contract in the last Contract Year commencing during the Term (not taking into account Service Credits applied to such Contract Charges);
- 18.4 Subject to Clause 18.1 and except for any claims arising under Clause 20.14, neither Party will be liable to the other in any situation for any:
- loss of profits
 - loss of goodwill or reputation
 - loss of revenue
 - loss of savings whether anticipated or otherwise; or
 - indirect or consequential loss or damage of any kind
- 18.5 Without prejudice to its obligation to pay the undisputed Contract Charges as and when they fall due for payment, the Client's total aggregate liability in respect of all defaults, claims, losses or damages howsoever caused will in no event exceed an amount equal to the Charges paid under the Call-Off Contract.

19 INSURANCE

- 19.1 The Agency will hold insurance policies to the value sufficient to meet its liabilities in connection with this Call-Off Contract (including any specific insurance requirements as are set out in the Briefs). The Agency will provide the Client with evidence that such insurance is in place at the Client's request.
- 19.2 The Agency will effect and maintain the policy or policies of insurance as stipulated in the Letter of Appointment.
- 19.3 If, for whatever reason, the Agency fails to comply with the provisions of this Clause 19 the Client may make alternative arrangements to protect its interests. If the Client does so, it may recover the premium and other costs of such arrangements as a debt due from the Agency.

- 19.4 Any insurance effected by the Agency will not relieve it of any liability under this Call-Off Contract. It is the Agency's responsibility to determine the amount of insurance cover that will be adequate to enable the Agency to satisfy any liability in relation to the performance of its obligations under this Call-Off Contract.
- 19.5 The Agency must ensure that the policies of insurance it holds pursuant to this Clause 19 are not cancelled, suspended or vitiated. The Agency will use all reasonable endeavours to notify the Client (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any circumstance whereby the relevant insurer could give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

20 INTELLECTUAL PROPERTY RIGHTS

- 20.1 The Agency acknowledges that the Client retains ownership of Client Materials and all Intellectual Property Rights in them. This includes any modifications or adaptations of Client Materials produced by the Agency in the course of providing the Services and Deliverables. The Client hereby grants to the Agency a non-exclusive licence to use the Client Materials during the applicable Project Term solely for the purposes of providing the Services and Deliverables.
- 20.2 The Agency hereby:
- 20.3 assigns to the Client all of the Intellectual Property Rights other than copyright and database rights in the Agency Materials which are capable of being assigned, together with the right to sue for past infringement of such Intellectual Property Rights in the Agency Materials; and
- 20.4 assigns to the Crown all of the copyright and database rights in the Agency Materials which are capable of being assigned, together with the right to sue for past infringement of such copyright and database rights in the Agency Materials.
- 20.5 All Intellectual Property Rights in the Agency Proprietary Materials remain the property of the Agency. The Agency grants to the Client a non-exclusive, royalty-free licence to use any Agency Proprietary Materials as are included in the Deliverables, in the Territory, for the period of time and for the purposes set out in the Brief.
- 20.6 Prior to delivery of the Deliverables to the Client, the Agency will obtain all licences or consents in respect of Third Party Materials that are required so the Client can use these Third Party Materials for the purposes set out in the Brief. The Agency will notify the Client of any restrictions on usage and any other contractual restrictions arising in respect of such Third Party Materials and the Client shall comply with such restrictions as are notified to it by the Agency.
- 20.7 The Agency agrees:
- at the Client's request and expense, to take all such actions and execute all such documents as are necessary (in the Client's reasonable opinion) to enable the Client to obtain, defend or enforce its rights in the Agency Materials and Deliverables; and
 - neither to do nor fail to do any act which would or might prejudice the Client's rights under this Clause 20.
- 20.8 To the extent permitted by law, the Agency shall ensure that all Moral Rights in the Agency Materials are waived. Where it is not lawfully possible to waive Moral Rights, the Agency agrees not to assert any Moral Rights in respect of the Agency Materials.
- 20.9 The Agency will use its reasonable endeavours to ensure that all Moral Rights in Third Party Materials are waived. Where it is not lawfully possible to waive Moral Rights, the

Agency will work with the owner or creator of the Third Party Materials to procure that Moral Rights are not asserted in respect of Third Party Materials). If the Agency cannot obtain such waiver of (or agreement not to assert) such Moral Rights in respect of any Third Party Materials, the Agency will notify the Client and will obtain the Client's Approval prior to incorporating such Third Party Materials into the Deliverables

- 20.10 Subject to obtaining the Approval of the Client, the Agency will be able during and after the Term to use any Deliverables which have been broadcast, published, distributed or otherwise made available to the public, and the Client's name and logo for the purposes of promoting its work and its business including on the Agency's website, in credentials pitches and in its showreel.
- 20.11 During the Term, if the Agency is asked to take part in a competitive pitch or other similar process for the Client, then notwithstanding any of the previous provisions of this Clause 20, the Agency will retain ownership of all Intellectual Property Rights in any Materials forming part of the pitch process. If the Agency is successful in such pitch and the Parties agree that such Materials will be used in a Project the Agency will assign all such Intellectual Property Rights to the Client.
- 20.12 The Agency is not liable in connection with this Call-Off Contract for any modifications, adaptations or amendments to any Deliverables made by the Client or by a third party on the Client's behalf after the Agency has handed them over. The Agency is also not liable if any fault, error, destruction or other degradation in the quality and/or quantity of the Deliverables arises due to the acts or omissions of the Client or its Associates.
- 20.13 The terms of and obligations imposed by this Clause 20 continue after the termination of this Call-Off Contract.
- 20.14 The Agency will indemnify the Client in full against all costs, expenses, damages and losses (whether direct or indirect in connection with any claim made against the Client for actual or alleged infringement of a third party's intellectual property rights in connection with the supply or use of the Services, if the claim is attributable to the acts or omission of the Agency or any of its Associates. This indemnity extends to any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Client.

21 AUDIT

- 21.1 The Agency will keep and maintain full and accurate records and accounts of the operation of this Call-Off Contract, the Services provided under it, any Sub-Contracts and the amounts paid by the Client for at least 7 years after the Expiry Date or New Expiry Date, or such longer period as the Parties agree.
- 21.2 The Agency will:
 - (a) keep the records and accounts referred to in Clause 21.1 in accordance with Good Industry Practice and Law, and
 - (b) afford any Auditor access to the records and accounts referred to in Clause 21.1 at the Agency's premises and/or provide records and accounts (including copies of the Agency's published accounts) or copies of the same to Auditors throughout the Term and the period specified in Clause 21.1. This is so the Auditor(s) can assess compliance by the Agency and/or its Sub-Contractors with the Agency's obligations under this Call-Off Contract, and in particular to:
 - verify the accuracy of the Contract Charges and any other amounts payable by the Client under this Call-Off Contract (and proposed or actual variations to them in accordance with this Call-Off Contract);

- verify the costs of the Agency (including the costs of all Sub-Contractors and any third party suppliers) in connection with the provision of the Services;
 - verify the Agency's and each Sub-Contractor's compliance with the applicable Laws;
 - identify or investigate an actual or suspected act of fraud or bribery, impropriety or accounting mistakes or any breach or threatened breach of security. In these circumstances, the Client is not obliged to inform the Agency of the purpose or objective of its investigations;
 - identify or investigate any circumstances which may impact upon the financial stability of the Agency or any Sub-Contractors or their ability to perform the Services;
 - obtain such information as is necessary to fulfil the Client's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes, including the supply of information to the Comptroller and Auditor General;
 - review any books of account and the internal contract management accounts kept by the Agency in connection with this Call-Off Contract;
 - carry out the Client's internal and statutory audits and to prepare, examine and/or certify the Client's annual and interim reports and accounts
 - enable the National Audit Office to carry out an examination under Section 6(1) of the National Audit Act 1983;
 - review any records relating to the Agency's performance of the provision of the Services and to verify that these reflect the Agency's own internal reports and records;
 - verify the accuracy and completeness of any information delivered or required by this Call-Off Contract;
 - inspect the Client Materials, including the Client's IPRs, equipment and facilities, for the purposes of ensuring that the Client Materials are secure; and
 - review the integrity, confidentiality and security of any Client data.
- 21.3 The Client will use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Agency or delay the provision of the Services (although the Agency accepts and acknowledges that control over the conduct of audits carried out by the Auditor(s) is outside of the control of the Client.)
- 21.4 Subject to the Agency's rights in respect of Confidential Information, the Agency will, on demand, provide the Auditor(s) with all reasonable co-operation and assistance in providing:
- all reasonable information requested by the Client within the scope of the audit;
 - reasonable access to sites controlled by the Agency and to any equipment used in the provision of the Services; and
 - access to the Agency personnel.
- 21.5 The Parties agree that they will bear their own respective costs and expenses incurred during any Audit, unless the Audit reveals a default by the Agency, whereby the Agency will reimburse the Client for the Client's reasonable costs incurred in relation to the Audit.
- 21.6 If an Audit reveals that the Client has been overcharged, the Agency will reimburse to the Client the amount of the overcharge within 30 days. If an Audit reveals the Agency has

been underpaid, the Client shall pay to the Agency the amount of the underpayment within 30 days.

22 ADVERTISING STANDARDS

22.1 Both parties acknowledge that they have a responsibility to comply with all relevant Advertising Regulations.

22.2 The parties will co-operate with each other to ensure satisfaction of the requirements of any applicable Advertising Regulation.

23 TERMINATION

Client Rights to Terminate

23.1 The Client may, by giving not less than 3 month's written notice to the Agency, terminate this Call-Off Contract without cause.

23.2 The Client may terminate or cancel a Project at any time subject to Clause 9 and payment of all Contract Charges specifically set out at Clause 9.9.

23.3 The Client may terminate this Call-Off Contract or a Project by written notice to the Agency with immediate effect if the Agency:

- commits a material Default which cannot be remedied;
- repeatedly breaches any of the terms and conditions of this Call-Off Contract in such a manner as to indicate that it does not have the intention or ability to adhere to the terms and conditions;
- commits a Default, including a material Default, which in the opinion of the Client is remediable but has not remedied such Default to the satisfaction of the Client within 30 days of receiving notice specifying the Default and requiring it to be remedied or in accordance with the Rectification Plan Process;
- breaches any of the provisions of Clauses 6.1 (Agency: Other Appointments), 10 (Approvals and Authority), 15 (Confidentiality, Transparency and Freedom of Information), and 32 (Prevention of Fraud and Bribery);
- is subject to an Insolvency Event; or
- fails to comply with legal obligations.

23.4 The Agency must notify the Client as soon as practicable of any Change of Control or any potential Change of Control.

23.5 The Client may terminate this Call-Off Contract with immediate effect by written notice to the Agency within 6 Months of:

(a) being notified in writing that a Change of Control is anticipated or in contemplation or has occurred; or

(b) where no notification has been made, the date that the Client becomes aware that a Change of Control is anticipated or is in contemplation or has occurred,

but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.

23.6 The Client may terminate this Call-Off Contract or a Project by giving the Agency at least 14 days' notice if:

- (a) the Framework Agreement is terminated for any reason;
- (b) the Parties fail to agree a Variation under Clause 9; or

(c) the Agency fails to implement an agreed Variation.

23.7 Where this Call-Off Contract is conditional upon the Agency procuring a Guarantee pursuant to Clause 3 (Call Off Guarantee), the Client may terminate this Call Off Contract by issuing a notice of termination Notice to the Agency where:

- (a) the Guarantor withdraws the Guarantee for any reason;
- (b) the Guarantor is in breach or anticipatory breach of the Guarantee;
- (c) an Insolvency Event occurs in respect of the Guarantor; or
- (d) the Guarantee becomes invalid or unenforceable for any reason whatsoever, and in each case the Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Client; or
- (e) the Agency fails to provide the documentation required by Clause 3.1 by the date so specified by the Client.

Agency Rights to Terminate

23.8 The Agency may terminate a Project and any Brief in respect of that Project by written notice to the Client if:

- (a) the Client has not paid any undisputed amounts falling due under that Project, and
- (b) the undisputed sum due remains outstanding for 40 Working Days after the Client has received a written notice of non-payment from the Agency specifying:
 - o the Client's failure to pay;
 - o the correct overdue and undisputed sum;
 - o the reasons why the undisputed sum is due; and
 - o the requirement on the Client to remedy the failure to pay

This right of termination does not apply where the failure to pay is due to the Client exercising its rights under this Call-Off Contract (including the right to set off under Clause 30).

24 CONSEQUENCES OF TERMINATION

24.1 Termination of a Project (and any Brief of Work in respect of that Project) in accordance with the terms of this Call-Off Contract by either Party shall not serve to terminate this Call-Off Contract, which will continue in full force and effect.

24.2 If this Call-Off Contract is terminated, all ongoing and outstanding Projects (and any Briefs in respect of those Projects) will also terminate on the same date as this Call-Off Contract.

24.3 Upon termination of this Call-Off Contract or a Project for any reason:

- the Expiry Date or New Expiry Date shall be the date this Call-Off Contract terminates;
- the Client will pay the Agency all Contract Charges falling properly due and payable to the Agency prior to the date of termination (in accordance with Clause 9 where relevant);
- each Party will, following a reasonable request by the other Party, promptly deliver or dispose of any and all materials and property belonging or relating to the other Party (including all Confidential Information) and all copies of the same, which are then in its possession, custody or control and which relate to all affected Projects. On the request of the other Party, each will certify in writing that the same has been done; and

- the agency and its staff will vacate any premises of the Client occupied for any purpose of providing the Services or Deliverables.

24.4 Any provisions of this Call-Off Contract which are to continue after termination will remain in full force and effect after this Call-Off Contract is terminated. Such provisions may include (but are not limited to):

- (a) Clause 15 (Confidentiality)
- (b) Clause 16 (Agency warranties)
- (c) Clause 17 (Client warranties)
- (d) Clause 18 (Liability)
- (e) Clause 19 (Insurance)
- (f) Clause 20 (Intellectual Property Rights)
- (g) Clause 21 (Audit)
- (h) Clause 24 (Consequences of Termination)
- (i) Clause 25 (Notices)
- (j) Clause 27 (Staff Transfer)
- (k) Clause 33 (General) and
- (l) Clause 34 (Governing law and jurisdiction)

25 FORCE MAJEURE

25.1 Neither Party will have any liability under or be in breach of this Call-Off Contract for any delays or failures in performance which result from circumstances beyond the reasonable control of the Party seeking to claim relief (a **Force Majeure Event** and the **Affected Party**).

25.2 Following a Force Majeure Event, the Affected Party must promptly notify the other Party in writing, both when the event causes a delay or failure in performance, and when the event has ended. If a Force Majeure Event continues for 60 consecutive Working Days, the Party not affected by the Force Majeure Event can suspend or terminate this Framework Agreement. They must do so in writing, and state the date from which the suspension or termination will come into effect.

25.3 If a Force Majeure event occurs, the Parties will use all reasonable endeavours to prevent and mitigate the impact, and continue to perform their obligations under this Call-Off Contract as far as is possible. Where the Agency is the Affected Party, it will take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.

25.4 The Agency will comply with the Client's Business Continuity Plan as referenced in Schedule 2: Specification of Services

26 NOTICES

26.1 Any notices sent under this Call-Off Contract must be in writing and sent by hand, by post or by email. The table below sets out deemed time of delivery and proof of service for each.

Notice delivered	Deemed time of delivery	Proof of service
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In person	At the time of delivery	Proof that delivery was made (e.g. a signature is obtained)
By first class post, special delivery or other recorded delivery	2 Working Days from the date of posting	Proof that the envelope was addressed and delivered into the custody of the postal authorities
Email	09:00 hours on the first Working Day after sending	Dispatched in an emailed pdf to the correct email address without any error message

26.2 The address and email address of each Party will be:

(i) Agency:

Address: Bray Leino Limited, 36 Percy Street, London, W1T 2DH

Email: [REDACTED]

(ii) Client:

Address: Department for International Trade, Windsor House, 50 Victoria Street, London, SW1H 0TL

Email: [REDACTED]

26.3 For the purpose of this Clause and calculating receipt all references to time are to local time in the place of receipt.

27 STAFF TRANSFER

27.1 The Parties agree that

(a) if providing the Services means staff must be transferred from the Client to the Agency, where the commencement of the provision of the Services or any part of the Services results in one or more Relevant Transfers, Schedule 3 (Staff Transfer) will apply as follows:

- (i) where the Relevant Transfer involves the transfer of Transferring Client Employees, Part A of Schedule 3 (Staff Transfer) will apply
- (ii) where the Relevant Transfer involves the transfer of Transferring Former Agency Employees, Part B of Schedule 3 (Staff Transfer) will apply
- (iii) where the Relevant Transfer involves the transfer of Transferring Client Employees and Transferring Former Agency Employees, Parts A and B of Schedule 3 (Staff Transfer) will apply, and
- (iv) Part C of Schedule 3 (Staff Transfer) will not apply

27.2 Where providing the Services does not result in a Relevant Transfer, Part C of Schedule 3 (Staff Transfer) will apply and Parts A and B of Schedule 3 (Staff Transfer) shall not apply; and

27.3 Part D of Schedule 3 (Staff Transfer) will apply on the expiry or termination of the Services or any part of the Services.

- 27.4 Both during and after the Term, the Agency will indemnify the Client against all Employee Liabilities that may arise as a result of any claims brought against the Client due to any act or omission of the Agency or any Agency personnel.

28 THIRD PARTY RIGHTS

- 28.1 Except for CCS and the persons that the provisions of Schedule 3 of this Call-Off Contract confer benefits on, a person who is not a Party to this Call-Off Contract has no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.

29 DATA PROTECTION, SECURITY AND PUBLICITY

- 29.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Agency is the Processor. The only processing that the Agency is authorised to do is listed in Schedule 8 (Authorised Processing Template) by the Client and may not be determined by the Agency.
- 29.2 The Agency shall notify the Client immediately if it considers that any of the Client instructions infringe the Data Protection Legislation.
- 29.3 The Agency shall provide all reasonable assistance to the Client in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Client, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 29.4 The Agency shall, in relation to any Personal Data processed in connection with its obligations under this Call Off Contract:
- (a) process that Personal Data only in accordance with Schedule 8 (Authorised Processing Template), unless the Agency is required to do otherwise by Law. If it is so required the Agency shall promptly notify the Client before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures which have been reviewed and approved by the Client as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Agency Personnel do not process Personal Data except in accordance with this Call Off Contract (and in particular Schedule 8 (Authorised Processing Template));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Agency Personnel who have access to the Personal Data and ensure that they:
 - (iii) are aware of and comply with the Agency's duties under this Clause;

- (iv) are subject to appropriate confidentiality undertakings with the Agency or any Sub-processor;
 - (v) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Client or as otherwise permitted by this Call Off Contract; and
 - (vi) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
- (i) the Client or the Agency has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Client;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Agency complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Client in meeting its obligations); and
 - (iv) the Agency complies with any reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- (e) at the written direction of the Client, delete or return Personal Data (and any copies of it) to the Client on termination of the Call Off Contract unless the Agency is required by Law to retain the Personal Data.

29.5 Subject to Clause 29.7, the Agency shall notify the Client immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Call Off Contract;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

29.6 The Agency's obligation to notify under Clause 29.5 shall include the provision of further information to the Client in phases, as details become available.

29.7 Taking into account the nature of the processing, the Agency shall provide the Client with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 29.5 (and insofar as possible within the timescales reasonably required by the Client) including by promptly providing:

- (a) the Client with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Client to enable the Client to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

- (c) the Client, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Client following any Data Loss Event;
 - (e) assistance as requested by the Client with respect to any request from the Information Commissioner's Office, or any consultation by the Client with the Information Commissioner's Office.
- 29.8 The Agency shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Agency employs fewer than 250 staff, unless:
- (a) the Client determines that the processing is not occasional;
 - (b) the Client determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Client determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 29.9 The Agency shall allow for audits of its Data Processing activity by the Client or the Client designated auditor.
- 29.10 The Agency shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 29.11 Before allowing any Sub-processor to process any Personal Data related to this Call Off Contract, the Agency must:
- (a) notify the Client in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Client;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 29.11 such that they apply to the Sub-processor; and
 - (d) provide the with such information regarding the Sub-processor as the Client may reasonably require.
- 29.12 The Agency shall remain fully liable for all acts or omissions of any Sub-processor.
- 29.13 The Agency may, at any time on not less than 30 Working Days' notice, revise this Clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Call Off Contract).
- 29.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Client may on not less than 30 Working Days' notice to the Agency amend this Call Off Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Publicity and Branding

- 29.15 The Agency may not make any press announcements or publicise this Call-Off Contract or use the Client's name or brand in any promotion or marketing or announcement of orders without Approval from the Client.
- 29.16 The Agency will seek the Client's prior Approval before marketing their involvement in any Deliverable or draft Deliverable or entering into any industry awards or competition which will involve the disclosure of all or any part of any Deliverable or draft Deliverable.

30 RETENTION AND SET OFF

- 30.1 If the Agency owes the Client any money, the Client may retain or set off this money against any amount owed to the Agency under this Call-Off Contract or any other agreement between the Agency and the Client. In order to exercise this right, the Client will, within 30 days of receipt of the relevant invoice, notify the Agency of its reasons for retaining or setting off the relevant Contract Charges.
- 30.2 The Agency will make any payments due to the Client without any deduction. Deductions, whether by way of set-off, counterclaim, discount, abatement or otherwise, are not permitted unless the Agency has obtained a sealed court order requiring an amount equal to such deduction to be paid by the Client.

31 INCOME TAX AND NATIONAL INSURANCE CONTRIBUTIONS

- 31.1 Where the Agency or any Agency personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Call-Off Contract, the Agency will:
- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, and
 - (b) indemnify the Client against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Agency or any Agency Personnel.
- 31.2 If any of the Agency Personnel is a Worker as defined in Call-Off Schedule 1 (Definitions) who receives consideration relating to the Services, then, in addition to its obligations under Clause 31.1, the Agency must ensure that its contract with the Worker contains the following requirements:
- (a) that the Client may, at any time during the Term, request that the Worker provides information to demonstrate how the Worker complies with the requirements of Clause 31.1, or why those requirements do not apply to it. In such case, the Client may specify the information which the Worker must provide and the period within which that information must be provided
 - (b) that the Worker's contract may be terminated at the Client's request if:
 - (i) the Worker fails to provide the information requested by the Client within the time specified by the Client under Clause 31.2(a). and/or
 - (ii) the Worker provides information which the Client considers is inadequate to demonstrate how the Worker complies with Clause 31.2(a), or confirms that the Worker is not complying with those requirements
 - (c) that the Client may supply any information it receives from the Worker to HMRC for the purpose of the collection and management of revenue for which they are responsible.

32 PREVENTION OF FRAUD AND BRIBERY

- 32.1 The Agency represents and warrants that neither it, nor to the best of its knowledge any of its staff or Sub-Contractors, have at any time prior to the Effective Date:
- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; or

- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 32.2 The Agency must not:
- (a) commit a Prohibited Act; or
- (b) do or suffer anything to be done which would cause the Client or any of the Client's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 32.3 The Agency shall during the Term:
- (a) establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
- (b) keep appropriate records of its compliance with its obligations under 32.3 (a) and make such records available to the Client on request;
- (c) if so required by the Client, within 20 Working Days of the Effective Date, and annually thereafter, certify to the Client in writing that the Agency and all persons associated with it or its Sub-Contractors or other persons who are supplying the Services in connection with this Call-Off Contract are compliant with the Relevant Requirements. The Agency shall provide such supporting evidence of compliance as the Client may reasonably request; and
- 32.4 have, maintain and (where appropriate) enforce an anti-bribery policy to prevent it and any Agency staff or Sub-Contractors or any person acting on the Agency's behalf from committing a Prohibited Act. This anti-bribery policy must be disclosed to the Client on request.
- 32.5 The Agency shall immediately notify the Client in writing if it becomes aware of any breach of Clause 32.1, or has reason to believe that it has or any of the Agency staff or Sub-Contractors have:
- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act;
- (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Call-Off Contract; or
- (d) otherwise suspects that any person or Party directly or indirectly connected with this Call-Off Contract has committed or attempted to commit a Prohibited Act.
- 32.6 If the Agency makes a notification to the Client under to Clause 32.5, the Agency shall respond promptly to the Client's enquiries, co-operate with any investigation, and allow the Client to audit any books, records and/or any other relevant documentation in accordance with Clause 21 (Audit).
- 32.7 If the Agency breaches Clause 32.5, the Client may by notice:
- (a) require the Agency to remove any Agency Personnel whose acts or omissions have caused the Agency's breach from any Project; or
- (b) immediately terminate this Call-Off Contract for material Default.
- 32.8 Any notice served by the Client under Clause 32.5 shall set out:
- the nature of the Prohibited Act;

- the identity of the Party who the Client believes has committed the Prohibited Act;
- the action that the Client has elected to take; and
- if relevant, the date on which this Call-Off Contract shall terminate.

33 GENERAL

- 33.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under this Call-Off Contract, and that this Call-Off Contract is executed by its duly authorised representative.
- 33.2 This Call-Off Contract contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into this Call-Off Contract on the basis of any representation that is not expressly incorporated into this Call-Off Contract.
- 33.3 Nothing in this Clause excludes liability for fraud or fraudulent misrepresentation.
- 33.4 Any entire or partial waiver or relaxation of any of the terms and conditions of this Call-Off Contract will be valid only if it is communicated to the other Party in writing, and expressly stated to be a waiver. A waiver of any right or remedy arising from a particular breach of this Call-Off Contract will not constitute a waiver of any right or remedy arising from any other breach of the same Call-Off Contract.
- 33.5 This Call-Off Contract does not constitute or imply any partnership, joint venture, agency, fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Call-Off Contract. Neither Party has, or has represented, any authority to make any commitments on the other Party's behalf.
- 33.6 Unless expressly stated in this Call-Off Contract, all remedies available to either Party for breach of this Call-Off Contract are cumulative and may be exercised concurrently or separately. The exercise of one remedy does not mean it has been selected to the exclusion of other remedies.
- 33.7 If any provision of this Call-Off Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from this Call-Off Contract. Any severance will not, so far as is possible, modify the remaining provisions. It will not in any way affect any other circumstances of or the validity or enforcement of this Call-Off Contract.

34 DISPUTE RESOLUTION

- 34.1 The Parties shall resolve Disputes in accordance with the Dispute Resolution Procedure.
- 34.2 The Agency shall continue to provide the Services in accordance with the terms of this Call-Off Contract until a Dispute has been resolved.

35 GOVERNING LAW AND JURISDICTION

- 35.1 This Agreement will be governed by the laws of England and Wales.
- 35.2 Each Party submits to the exclusive jurisdiction of the courts of England and Wales and agrees that all disputes shall be conducted within England and Wales.

SCHEDULE 1

DEFINITIONS AND INTERPRETATIONS

1 INTERPRETATION

1.1 In this Call-Off Contract, any references to numbered Clauses and schedules refer to those within this Call-Off Contract unless specifically stated otherwise. If there is any conflict between this Call-Off Contract, the Letter of Appointment, the provisions of the Framework Agreement and the Brief(s), the conflict shall be resolved in accordance with the following order of precedence:

- (a) the Framework Agreement, except Framework Schedule 9 (Tender)
- (b) the Letter of Appointment (except the Agency Proposal)
- (c) the Call-Off Contract Terms
- (d) the applicable Brief(s)
- (e) the Agency Proposal, and
- (f) Framework Schedule 9 (Tender)

1.2 The definitions and interpretations used in this Call-Off Contract are set out in this Schedule 1.

1.3 Definitions which are relevant and used only within a particular Clause or Schedule are defined in that Clause or Schedule.

1.4 Unless the context otherwise requires:

- words importing the singular meaning include where the context so admits the plural meaning and vice versa
- words importing the masculine include the feminine and the neuter and vice versa
- the words 'include', 'includes' 'including' 'for example' and 'in particular' and words of similar effect will not limit the general effect of the words which precede them
- references to any person will include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind
- references to any statute, regulation or other similar instrument mean a reference to the statute, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted
- headings are included in this Call-Off Contract for ease of reference only and will not affect the interpretation or construction of this Call-Off Contract
- If a capitalised expression does not have an interpretation in Call-Off Schedule 1 (Definitions) or relevant Call-Off Schedule, it shall have the meaning given to it in the Framework Agreement. If no meaning is given to it in the Framework Agreement, it shall be interpreted in accordance with the relevant market sector/industry. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

1.5 In this Call-Off Contract, the following terms have the following meanings:

“Advertising Regulations”

Any present or future applicable code of practice or adjudication of the Committee of Advertising Practice, Broadcast Committee of Advertising Practice or the Advertising Standards Authority (including any applicable modification, extension or replacement thereof), together with other UK laws, statutes and regulations which are directly applicable to the Services.

“Agency Affiliate”

Any company, partnership or other entity which at any time directly or indirectly controls, is controlled by or is under common control with the Agency, including as a subsidiary, parent or holding company.

“Agency Confidential Information”

Any information that the Agency gives to Clients that is designated as being confidential, or which ought reasonably be considered to be confidential (whether or not it is marked “confidential”). This may include information, however it is conveyed, that relates to the Agency’s business, affairs, developments, trade secrets, Know-How, personnel and suppliers including all IPRs.

“Agency Materials”

Those Materials specifically created by any officers, employees, sub-contractors or freelancers of the Agency for the purposes of a Project, whether or not these materials are incorporated into Deliverables during the Term. (Includes any Materials adapted, modified or derived from the Client Materials).

“Agency Proprietary Materials”

Software (including all programming code in object and source code form), methodology, know-how and processes and Materials in relation to which the Intellectual Property Rights are owned by (or licensed to) the Agency and which:

- were in existence prior to the date on which it is intended to use them for a Project, or
- are created by or for the Agency outside of a Project and which are intended to be reused across its business

“Agency Proposal”

The Agency’s solution in response to the Client’s Specification of Requirements, as set out in the Letter of Appointment.

“Approval”

Formal Approval from one Party to another, given in accordance with Clause 10.1 or 10.2.

“Associates”

A Party’s employees, officers, agents, sub-contractors or authorised representatives.

“Authorised Agency Approver”

Any personnel of the Agency who have the authority to contractually bind the Agency in all matters relating to this Call-Off Contract. They must be named in the applicable Brief, and the Client must be notified if they change.

“Authorised Client Approver”

Any personnel of the Client who have the authority to contractually bind the Client in all matters relating to this Call-Off Contract. They must be named in the applicable Brief, and the Agency must be notified if they change.

“Brief”

One or more documents (including the schedules attached) describing the relevant Project(s) as agreed and signed by the parties either as part of the Letter of Appointment or as a separate document under Clause 1.

“Call-Off Contract”

This contract between the Client and the Agency (entered into under the provisions of the Framework Agreement), which consists of the terms set out in the Letter of Appointment, the Call Off Terms, the Schedules and any Brief.

“Call Off Terms”

The terms and conditions set out in this Call-Off Contract including this Schedule 1 but not including any other Schedules or Brief.

“Central Government Body”

A body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

- Government Department;
- Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- Non-Ministerial Department; or
- Executive Agency

“Change of Control”

Change of Control has the same meaning as in section 416 of the Income and Corporation Taxes Act 1988.

“Client Affiliates”

Any organisation associated with the Client that will directly receive the benefit of the Services. Client Affiliates must be named in a Brief, or subsequently notified to the Agency.

“Client Specification of Requirements”

The document containing the Client's requirements issued as part of the Call Off Process set out in Section 3 of the Framework Agreement.

“Client Cause”

A situation where the Client does not fulfil its obligations in connection with this Call-Off Contract (including its payment obligations), and as a consequence the Agency is prevented from performing any of the agreed Services and/or providing any of the agreed Deliverables.

“Client Confidential Information”

All Client Data and any information that the Client or CCS gives to Agencies that is designated as being confidential, or which ought reasonably be considered to be confidential (whether or not it is marked “confidential”). This may include information, however conveyed, that is politically or security sensitive and/or relates to the Client's business, affairs, developments, trade secrets, Know-How, personnel and suppliers.

“Client Data”

Data, text, drawings, diagrams, images or sounds (together with any database made up of any of these), including any Client’s Confidential Information, supplied to the Agency by or on behalf of the Client, or which the Agency is required to generate, process, store or transmit in connection this Call-Off Contract, and any Personal Data for which the Client is the Data Controller.

“Client Materials”

Any Client Data, client equipment, computer systems, software, documents, copy, Intellectual Property Rights, artwork, logos and any other materials or information owned by or licensed to the Client which are provided to the Agency or its Associates by or on behalf of the Client.

“Confidential Information”

The Client’s Confidential Information and/or the Agency Confidential Information.

“Contract Charges”

All charges payable by the Client for the Services provided under this Call-Off Contract calculated in accordance with Framework Schedule 3 (Charges Structure) and the Letter of Appointment including all Approved costs properly incurred by the Client including but not limited to all Expenses, disbursement, taxes, sub-contractor or third party costs, and fees.

“Contracting Body”

CCS, the Client and any other bodies listed in the OJEU Notice.

“Contract Year”

A consecutive 12- month period during the Term commencing on the Effective Date or each anniversary thereof.

“Controller”

Has the meaning given in the GDPR.

“Data Protection Legislation”

- the GDPR, the LED and any applicable national implementing Laws as amended from time to time;
- the DPA to the extent that it relates to processing of personal data and privacy;
- all applicable Law about the processing of personal data and privacy;

“Data Protection Officer”

Has the meaning given in the GDPR

“Data Subject”

Has the meaning given in the GDPR

“Data Subject Access Request”

Means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

"Default"

Any breach of the obligations of the Agency (including but not limited failing to provide any Deliverables by any date set out in the applicable Brief (or any other deadline agreed by the Parties in writing), and abandonment of this Call-Off Contract in breach of its terms) or any other default (including material Default), act, omission, negligence or statement of the Agency, of its Sub-Contractors or any of its staff howsoever arising in connection with or in relation to the subject-matter of this Call-Off Contract and in respect of which the Agency is liable to the Client

“Deliverables”

The advertising, creative and other materials which are to be provided by the Agency as specified in a Brief.

"Dispute"

Any dispute, difference or question of interpretation arising out of or in connection with this Call-Off Contract, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Variation Procedure or any matter where this Call-Off Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure.

"Dispute Resolution Procedure"

The dispute resolution procedure set out in Call-Off Schedule 4 (Dispute Resolution Procedure).

“DPA”

Means the Data Protection Act 2018 as amended from time to time;

“Effective Date”

The date this Call-Off Contract starts, as set out in the Letter of Appointment.

“EIRs”

The Environmental Information Regulations 2004 together with any guidance and codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations.

“Expenses”

Reasonable travelling, hotel, subsistence and other expenses incurred by the Agency in connection with the supply of Services and Deliverables, provided that such Expenses have either received the Client’s prior Approval or are in accordance with any expenses policies which have been supplied to the Agency and set out in the agreed Brief.

“Expiry Date”

The date this Call-Off Contract ends, as set out in the Letter of Appointment.

“Extension Expiry Date”

The latest date this Call-Off Contract can end, as set out in the Letter of Appointment.

“Framework Agreement”

The framework agreement between Crown Commercial Services and the Agency reference number: RM3796 referred to in the Letter of Appointment.

“Framework Prices”

The maximum charges the Agency may charge as set out in Schedule 3 to the Framework Agreement.

“Force Majeure”

means:

- acts, events, omissions, happenings or non--happenings beyond the reasonable control of the affected Party
- riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare
- fire, flood, any disaster and any failure or shortage of power or fuel
- an industrial dispute affecting a third party for which a substitute third party is not reasonably available

but does not mean

- any industrial dispute relating to the Agency, its staff, or any other failure in the Agency’s (or a subcontractor’s) supply chain
- any event or occurrence which is attributable to the wilful act, neglect or failure to take reasonable precautions against the event or occurrence by the Party concerned, and
- any failure of delay caused by a lack of funds

“FOIA”

The Freedom of Information Act 2000 as amended from time to time and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation.

“Further Competition Procedure”

The process of a Client issuing a Brief and the Agency submitting a proposal in response to such Brief, as set out in Framework Clause 3.10.

“GDPR”

Means the General Data Protection Regulation (Regulation (EU) 2016/679).

“Good Industry Practice”

Standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector.

“Guarantee”

A deed of guarantee that may be required under this Call Off Contract in favour of the Client in the form set out in Framework Schedule 9 (Guarantee) granted pursuant to Clause 3 (Call Off Guarantee).

“Guarantor”

The person, in the event that a Guarantee is required under this Call Off Contract, acceptable to the Client to give a Guarantee.

“Impact Assessment”

The assessment to be carried out by a Party requesting a Variation in accordance with Clause 9.4.

"Information"

The same meaning given under section 84 of the Freedom of Information Act 2000 as amended from time to time.

"Insolvency Event"

In respect of the Agency, where:

- a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986; or
- a winding-up resolution is considered or passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
- a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or
- a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
- an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
- it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
- being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- where the Agency is an individual or partnership, any event analogous to these listed in this definition occurs in relation to that individual or partnership; or
- any event analogous to these listed in this definition occurs under the law of any other jurisdiction

"Intellectual Property Rights" or "IPRs"

The following rights, wherever in the world enforceable, or such similar rights, which have equivalent effect, including all reversions and renewals and all applications for registration:

- any patents or patent applications
- any trade marks (whether or not registered)
- inventions, discoveries, utility models and improvements whether or not capable of protection by patent or registration
- copyright or design rights (whether registered or unregistered)
- database rights
- performer's property rights as described in Part II of the Copyright Designs and Patents Act 1988 and any similar rights of performers anywhere in the world
- any goodwill in any trade or service name, trading style or get-up and
- any and all other intellectual or proprietary rights

“Key Individuals”

Individuals named by the Agency in the Letter or Appointment or Brief as having a major responsibility for delivering the Services.

"Law"

Any law, subordinate legislation, bye-law, enforceable right, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Agency has to comply.

“LED”

Means the Law Enforcement Directive (Directive (EU) 2016/680)

"Letter of Appointment”

The Letter of Appointment, substantially in the form set out in Framework Schedule 4, signed by both Parties and dated on the Effective Date.

“Losses”

Any losses, damages, liabilities, claims, demands, actions, penalties, fines, awards, costs and expenses (including reasonable legal and other professional expenses) to either Party subject to Clause 18.1 and 18.3.

“Malicious Software”

Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.

“Materials”

Any artwork, copy, models, designs, photographs, commercial, feature film, character, music, voice over, sound recording, performance, book, painting, logo, software, or any other material protected by Intellectual Property Rights.

“Moral Rights”

All rights described in Part I, Chapter IV of the Copyright Designs and Patents act 1988 and any similar rights of authors anywhere in the world.

“New Expiry Date”

Has the meaning given to it in Clause 2.3

“Personal Data”

Has the meaning given in the GDPR.

“Personal Data Breach”

Has the meaning given in the GDPR.

“Processor”

Has the meaning given in the GDPR

“Prohibited Act”

means any of the following:

- to directly or indirectly offer, promise or give any person working for or engaged by the Client and/or CCS or any other public body a financial or other advantage to;
- induce that person to perform improperly a relevant function or activity; or
- reward that person for improper performance of a relevant function or activity;
- to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;
- committing any offence:
 - under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or
 - under legislation or common law concerning fraudulent acts; or
 - defrauding, attempting to defraud or conspiring to defraud the Client; or
 - any activity, practice or conduct which would constitute one of the offences listed above if such activity, practice or conduct had been carried out in the UK;

“Project”

Any project(s) agreed between the Parties from time to time by which the Agency is to perform the Services which are the subject of this Call-Off Contract and supply Deliverables to the Client as more fully described in the applicable Brief.

“Project Commencement Date”

The date a Project will start, as set out in the relevant Brief.

“Project Completion Date”

The date by which a Project is to be completed, as set out in the relevant Brief.

“Project Notice Period”

The period of notice for cancellation of a Project as set out in the Brief.

“Project Term”

The period during which the Services for each Project will be provided as specified in the applicable Brief.

“Purchase Order Number”

The order number set out in the Letter of Appointment.

“Rate Card”

The Agency’s rate card set out in Framework Schedule 3.

“Records”

The accounts and information maintained by the Agency related to the operation and delivery of this Call-Off Contract, including all expenditure which is reimbursable by the Client, as are necessary for the provision of management information and to enable the Client to conduct an audit as set out in Clause 21.

“Rectification Plan”

The rectification plan pursuant to the Rectification Plan Process.

“Rectification Plan Process”

The process set out in Clauses 5.8 to 5.14.

"Regulations"

Has the meaning given to it in Framework Schedule 1 (Definitions)

“Relevant Requirements”

All applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;

“Request for Information”

A request for information or an apparent request relating to this Call-Off Contract or the provision of the Services or an apparent request for such information under the FOIA or the EIRs.

“Schedule”

Any Schedule attached to this Call-Off Contract.

“Service Credit”

A sum which the Client is entitled to deduct or invoice for a Service Failure as specified in Schedule 14 (Performance Management Framework);

“Service Failure”

A failure by the Supplier to provide the Services in accordance with any KPI which results in a red rating as set out in Annex A to Schedule 14 (Performance Management Framework);

“Services”

The Services to be supplied by the Agency under this Call-Off Contract and in accordance with Framework Section 2, and as may be more particularly set out in the relevant Brief. This includes the provision of Deliverables.

“Special Terms”

Any terms specifically designated as varying these Call Off Terms or the terms of any schedule, as set out in the applicable Brief.

“Standards”

Any:

- standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Agency would reasonably and ordinarily be expected to comply with;
- standards detailed in the specification in Framework Section 2 (Services and Key Performance Indicators);
- standards detailed by the Client in the Letter of Appointment and any Brief or agreed between the Parties from time to time;
- relevant Government codes of practice and guidance applicable from time to time.

“Statement of Work”

For the purpose of this Call-Off Contract this has the same meaning as “Brief” and the terms shall be used interchangeably.

“Sub-Contract”

A contract entered into between the Agency and a Sub-Contractor.

“Sub-Contractor”

Any person or agency appointed by the Agency to provide elements of the Services on behalf of the Agency to the Client.

“Tender”

The tender submitted by the Agency in response to the Invitation to Tender and set out at Framework Schedule 10 (Call Off Tender);

“Term”

The period from the Effective Date to the earlier of:

- (a) the Expiry Date or New Expiry Date; and
- (b) any date of termination

“Territory”

The United Kingdom, unless specified otherwise in the applicable Brief. Publication and marketing on globally accessible mediums such as the internet shall not mean that the Territory is deemed to be worldwide.

“Third Party Materials”

Any Materials used in the Deliverables which are either commissioned by the Agency from third parties or which have already been created by a third party and the Agency proposes to use. Excludes software which is owned or licensed by a third party.

“Transparency Principles”

The principles set out at <https://www.gov.uk/government/publications/transparency-of-suppliers-and-government-to-the-public> (and as may be amended from time to time) detailing the requirement for the proactive release of information under the Government’s transparency commitment to publish contract information

“Transparency Reports”

The information relating to the Services and performance of this Call-Off Contract which the Agency is required to provide to the CCS in accordance with its reporting requirements.

“Variation”

A change in this Call-Off Contract that is formally agreed by both Parties, as detailed in Clause 10.2.

“Variation Form”

The template form to process and record variations to this Call-Off Contract as set out at Schedule 5.

“Worker”

Any Agency personnel to whom the Client considers Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) applies

See <https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees>

“Working Day“

Any day other than a Saturday, Sunday or public holiday in the UK.

SCHEDULE 2

SPECIFICATION OF SERVICES

1 GENERAL

This section sets out:

- The accountabilities of DIT, the Client; and
- The “Agency requirements” under this Contract. Please note that these are mandatory service requirements that the Agency will be expected to meet and provide.

2 EVENTS PROGRAMME MANAGEMENT AND DELIVERY

Overarching

- 2.1 There is an opportunity to take Events to a new level within DIT. The Agency will have the capability to deliver excellent event logistics and production. The Agency is required to assist and support the Client to a new level with the Departments’ ambitions and help take live activity to be a showcase of UK capability both to our UK customers and to the world, in order to significantly contribute to the Client’s targets.
- 2.2 The Client has a new approach to delivering global events and missions. The Client is working to drive up the quality and commerciality of global events and missions programme. In resource constrained times, there is considerable value in this programme to generate income. The Agency must have a comprehensive understanding of the true value of the Client’s work to private sector partners, the importance of removing duplication of effort to conserve resources and help the Client to deliver more for less. The Client needs to ensure that the UK presence in live marketing environments shows the very best of the UK as it is essential if the UK are to stay ahead of the competition.
- 2.3 Professional, consistent branding and excellent content, speakers, filming and communication all coordinated as part of a campaign approach helps to build the UK’s global reputation so the Agency must be clear on what successful delivery looks like (what ROI is needed) in advance to delivery as this is key factor.
- 2.4 Some of the events to be delivered through this Contract include all the major set-piece trade events for the Prime Minister (PM), the Chancellor and the DIT Secretary of State (SoS). The events delivered range from high-profile speeches, nationally and internationally, as well as major summits and high-profile conferences.
- 2.5 The Client’s mission and promise for event activity is changing, by focusing on fewer, bigger, better events to ensure that they are commercially and professionally delivered in line with the Client’s priorities. This requires a change in behaviour and new benefits for business teams across the Client’s network, a grouped approach to resourcing and support for events and missions has been adopted.
- 2.6 The Client is recruiting skilled event producers to increase internal capability and expertise. Events have been grouped according to the scale of the activity and the level of DIT Head Quarter Marketing involvement that will be required.
- 2.7 The events can be classified into **Major World Events**: such as business activity to coincide with Olympics, Commonwealth Games and significant, stand-alone reputationally important

HMG activations; and also into **Significant Events for DIT** including VVIP/Ministerial Events, State Visits and key Secretary of State activations including speeches and Government to Government (G2G) Joint Economic & Trade Committees (JETCOs).

- 2.8 A Major World Event will have a dedicated Project Team leading design and delivery of multiple events, global strategic communications to drive most significant sponsorship income, and cross-Whitehall partnerships all delivered as part of a global campaign.
- 2.9 Significant Events will have a dedicated Project Lead in the DIT Live Marketing Team, liaising with Sector Teams and markets, designing national UK Pavilions, multi-market activations and multiple VIPs.
- 2.10 Across both groups of events, the events will include multiple stakeholders, multiple channels and be open to scrutiny by VIPs, the press and the public. The Client requires continuous innovation and first-class delivery from the Agency.

3 EVENTS MANAGEMENT AND DELIVERY - GENERAL

Events and Missions

Current Model

- 3.1 The Client's Events team is responsible for developing and delivering an annual Programme of Overseas and UK Events.
- 3.2 The number of events and activities in any year can vary, as can timescales; this is subject to a business planning approval process to assess viability of achieving objectives.

4 SECURITY NOTE

- 4.1 The Client has a Business Continuity plan which is reviewed annually, and the current plan commenced in July 2017 and will be shared with the Agency prior to the first Quarterly Review Meeting of this Contract.
- 4.2 The detailed plan addresses areas, the levels of incident which trigger a response, the response levels and what constitutes an incident. It then addresses the appropriate responses and actions.
- 4.3 Whilst much of the Business Continuity plan relates to the Client's business and offices, DIT Events is working with Departmental Security Unit to assess elements that need to be created for our own events and in the UK and globally and shared with the Agency.

5 EVOLVED MODEL

- 5.1 The role of the Specialist and Ministerial Events team is to manage the end-to-end life cycle of event activity for the Client. They will work with the Agency to develop innovative event programmes that deliver against the customer proposition and meet the Client's objectives.

Producers/Client accountability

- 5.2 The Specialist and Ministerial Events team will:

- 5.2.1 Manage:

- The Agency's performance on a day-to-day basis to ensure quality of delivery and work with the Business Management team to manage any agency performance issues, aligning to the Performance Management Framework (PMF) – Schedule 14.
- Event budgets to drive efficiencies, value for money and value / benefit in kind.
- Stakeholder and account management across DIT to drive more effective event design and targeted propositions and long-term planning for the Agency.
- The Client's partners and sponsors to maximise opportunities across the programme.
- All milestones to ensure timely and efficient delivery by the Agency and stakeholders alike.

5.2.2 Set:

- Clear briefs to the Agency that will enable the Agency to deliver against the event objectives.
- Specific KPI targets at a DIT Events level for each event and captured within performance management reviews. The Client is developing a library of KPIs to apply to specific briefs, to ensure consistency in measuring success across events. This library will be made available to the Agency during the onboarding process for this Contract.

5.2.3 Perform:

- Analysis of customer feedback with the Agency to shape the development of future events.
- Drive the digital agenda across the programme.
- Work effectively with other teams across the Communication & Marketing directorate.

6 AGENCY REQUIREMENTS

Management and Delivery of Events

6.1 The Agency shall be both flexible in its ability to respond to fluctuations in demand and changes to the delivery plan, and also help improve the strategic event planning of the Client. Moreover, there are frequently short turn-around high-profile events and the Agency must respond to these types of events at short notice – this can involve being briefed on a project and being ready to start delivery immediately.

6.2 The Agency will:

6.2.1 Work effectively:

- With the Specialist and Ministerial Events team to develop the most effective and innovative design for an event.
- With other Agencies, as necessary, in order to deliver against the Client's objectives.

6.2.2 Manage:

- All pre-event, on site and post event delegate logistics to include, but not be limited to:
- Registration through Event Hub from Aventri,
- venue sourcing and management,

- travel and accommodation where required,
- feedback management,
- collection of fees where required,
- inputting of customer data into the Client's Customer Data Management System (Datahub) as required, and
- Internal and external stakeholders during the delivery of events.
- The recruitment of the right companies to attend the right events - for the right opportunity.
- The end-to-end budget and finance for all events.
- Technical production.
- Sponsorship engagement, where required.

6.2.3 Produce:

- Innovative content and speaker acquisition.
- Relevant marketing and brand assets to include design and build of exhibition stands operating within the DIT and GREAT brand guidelines.
- MI which is readily accessible for review by the Event Team.
- Write and distribute post event reports incorporating feedback from the event to feed back into a continuous improvement process.

7 RETAINED/MANAGED SERVICE (INCLUDING CONTRACT MANAGEMENT)

7.1 The Client requires a dedicated, retained Account Manager as part of the service provision under the Contract. The Account Manager is to be the Single Point of Contact (SPoC) for the Client.

7.2 The Account Manager will need to coordinate all activities under the Contract as well as be the focal point for all Contract Management and Governance services. The retained Account Manager will be able to access support services from the wider Agency to support the services listed in 7.3.

7.3 As well as the retained Account Manager, the Agency shall provide access to appropriate management personnel and services to deliver the Services effectively, and will ensure it covers:

- Executing the mobilisation activities (implementation) to establish the Services under the contract and establish those Services over the Term.
- Management of the Contract and Briefs – as clause 6 of this, Schedule 2, the Specification of Requirements, indicates, there will be times when there will be multiple events running at once, at various stages and with various lead times; the Account Manager, along with support from the wider Agency will need to manage each of these briefs in respect of the Agency delivering against the overarching contract
- Financial management including managing audit requirements.
- Management of the Services provision.
- Leadership and expertise stemming from senior management of the services.
- Providing a structured approach to delivering the Services that is appropriate to the Client's governance structure to manage the programme effectively. This means that the Agency must ensure it is aware of all internal governance structures of the Client and ensuring their approach matches this and is compliant with it.
- Executing accurate and timely provision of MI and other reporting, with insight and assessment of the programme and performance, as described in Schedule 14, Performance Management Framework.
- Delivering reports and attending all Contract Management Review and Governance meetings, as set out in Schedule 13 – Governance and Contract Management.

- Applying high quality assurance and measurement across the delivery of the Services, including the management of risk.
- This list is not exhaustive, and the Client expects a proactive approach including, but not limited to, those services the Agency described in it's response to the procurement for this Contract.

7.4 The Client will reserve the right to request the Agency to provide an alternative Account Manager.

7.5 The Client will need to be able to suspend the Account Manager service when necessary and resume it when appropriate. An example situation of this is during a general election period, when the Client will be restricted on its activities.

8 CONTENT DEVELOPMENT

8.1 The Specialist and Ministerial Events team and the Agency will work with Sectors and / or Post to agree the objectives of each event and to agree the key messages, proposed content, speakers, customer profile and all other content requirements as contained within each Brief. The Sectors / Posts may also suggest other key stakeholders to be engaged to help develop the content.

8.2 Trade Associations or industry organisations will often be engaged to help with the development of content.

8.3 As explained, Events increasingly form part of a wider campaign. The Client now runs a system of Major Communication Projects (MCPs), and all events form constituent parts of one of these MCPs.

Agency Requirements

8.4 The Specialist and Ministerial Events team has a wide range of internal clients and sectors and for multi market / multi sector events. The Agency shall take responsibility for working with all stakeholders to develop and manage engaging and appropriate content of Events in their remit.

8.5 The Agency will frequently be working with policy experts who do not have an event background and shall help challenge the content that is produced and how it is presented.

8.6 The Agency shall manage the timelines to ensure that content is developed in order to maximise the recruitment opportunity, the business opportunity and that DIT's unique position to add value is leveraged in a timely manner.

8.7 The Agency shall use effective negotiation and stakeholder management techniques and reasonable endeavours to resolve tensions between objectives, timelines and available budget.

The Agency shall

- implement standardised processes; and
- provide their own content specialists to provide expertise in this area (either in-house or explain where brought in), developing customer propositions, key messages; and
- work with other Agency teams to design the most effective way of delivering these key messages to customers, through the right channels, at the right time and in the right environment.

- 8.8 The Agency shall advise and deliver on digital content capture and delivery, including social media use pre-event, live and post event.

Client Accountabilities

- 8.9 The Client's Specialist and Ministerial Events team will work with the Agency to give content direction, agree key objectives and to make necessary introductions to key stakeholders and other Event Agencies to assist with the development of content.

Measurement

- 8.10 The quality of the content will be assessed through the Point of Delivery (PoD) Surveys, Performance and Impact Monitoring Survey (PIMS) and customer feedback sessions and through feedback from Stakeholders.

9 RECRUITMENT

- 9.1 The Specialist and Ministerial Events team will work with the Agency, Trade Associations and sector networks to recruit companies to attend all Events. Events may be promoted directly via email, online via the Client's event website: <https://www.events.trade.gov.uk> or any other platforms at the Client's discretion, at other events, through Trade media and Trade Associations, social media and other strategic partners' websites.

- 9.2 Recruiting the delegates and in the right quantity is vital to the success of an event and is an ongoing challenge in many sectors.

- 9.3 Business Engagement sessions are central to many Events and can be especially complex in larger events. These are sessions where international and UK companies are recruited and matched for 1-2-1 business meetings as part of the event. The Agency will work with Aventri as the mechanism for registration, Tenderers may access this functionality here <https://www.events.great.gov.uk/ehome/trade-events-calendar/home/>

Agency Requirements

- 9.4 The Agency shall comply with given targets relating to the recruitment delegates to attend DIT Events. Targets will be event specific and both quality and quantity will be important.

- 9.5 The Agency will:

- Propose the design and implementation of:
 - An appropriate recruitment strategy to attract the right new companies that meet the Client's goals and targets, as required.
 - A recruitment plan as per the event brief and produce all marketing materials in line with the Client's brand guidelines, and to be rolled out directly through Event Hub from Aventri.
 - Make use of the Client's Datahub platform for existing customers as well as the Client's Cheetah Digital Email Marketing System.
 - New and innovative approaches for recruitment.
 - Improvements to the messaging used in promotional material in order to:
 - Enable companies to understand the opportunities available.
 - Promote the benefits of using DIT services.

- A targeted approach to event marketing that would improve return on investment and attract more new companies to attend, aligned to our Major Communication Project methodology.
 - Manage:
 - Quality measures around target audience and approval process with DIT team.
 - Customer recruitment campaigns to meet the Client's objectives.
 - Business Engagement programmes – including functionality outside of the DIT site.
 - The input of customer details into the DIT Datahub system to support the Client's segmentation analysis.
 - Maintenance of the Client's customer segmentation analysis information.
 - The input of events and propositions onto the Client's event website
 - Collaborate:
 - With all areas of DIT to embed a co-ordinated approach to the Client's stakeholders.
 - With the Client to align branding and communications.
 - Share best practice with all areas of the Client organisation and the Client's Sector Event Agency.
 - Work with the Client's events website, via Aventri.
 - Build relationships with Agencies across Sector Events, Trade Associations, Sector Networks, Sector Specialists, Devolved Administrations, regional offices and Posts to drive recruitment. Monitor and report delegate recruitment activity.
 - Improve retention rates while focussing on the need to attract new companies.
- 9.6 The Agency will have the capacity and capability to deliver the requirements for short notice events.
- 9.7 The Agency will maintain quantity and consistency when events frequently run concurrently and in different countries
- 9.8 The Client's central Communication & Marketing Team is working to ensure that there are no duplicate or conflicting events being run across the different areas of the Client organisation and the Agency will be required to analyse the activity in order to help the Client maximise opportunities across all of its network.
- 9.9 With the support of its event agencies, the Client aims to significantly improve the data used in recruitment campaigns especially within the Sector Events. There is a need to introduce more innovation and to develop an overarching recruitment strategy that informs individual Events and ensures that all areas of the Client organisation are joined up in the targeting of customers for Events. There will be many occasions with multi sector events when Agencies will be required to collaborate.

Client Accountabilities

- 9.10 The Client will:
- Provide a detailed event brief within agreed timescales to enable the agency partner to develop an effective recruitment campaign.
 - Set event objectives and targets.
 - Monitor, assist and oversee the Agency with regard to key stakeholder relationships with Trade Associations, Sector Specialists and Sector Networks regional offices and Posts to drive recruitment.

- Maintain and strengthen existing recruitment channels and oversee the design and management of new recruitment channels suggested by the Agency.
- Manage quality measures around target audience and approval process with the Agency.
- Input into the set-up of areas such as registration websites and meet-the-buyer functionality in Event Hub from Aventri within agreed timescales.

9.11 Overall performance targets will be set on an annual basis as described within Schedule 14 – Performance Management Framework, and specific to each event that is commissioned under the Contract.

10 STAKEHOLDER MANAGEMENT

10.1 The Client helps businesses export and grow into global markets. The Client seeks to maintain close working relationships with stakeholders both in the UK and overseas.

10.2 Ultimately, the Client is responsible for promoting British trade across the world and ensuring the UK takes advantage of the huge opportunities open to it.

10.3 To enable the it to do that, the Client has a number of complex relationships to manage in delivering the levels of business improvement necessary. Events are a primary interface with many stakeholders and require resourcing appropriately.

10.4 The Client has a broad range of stakeholders including Government Departments / Offices, devolved administrations, business representatives including Trade Associations and Accredited Trade Organisations (known as Trade Challenge Partners), Global Commercial partners, delivery partners, business networks, professional services such as lawyers and banks and DIT's customers – UK businesses.

Agency Requirements

10.5 A key element of stakeholder management is to ensure that there is a consistent tone and approach to managing stakeholders across all Events Agencies currently engaged with the Client. Some stakeholders will interact with many or all of the Agencies and therefore it is important that each Agency collaborates with the Client and other event Agencies to deliver a consistent, high quality experience.

10.6 The Agency will develop a good understanding of the Client's key stakeholders and the varied and complex ways they engage with the Client and other Government Departments. The Agency will work with the Client to maximise engagement with them to achieve the Client's strategic objectives and create positive relationships with them through the appropriate management of their expectations and agreed objectives.

10.7 The Agency shall work with a number of key Client stakeholders and will need to develop strong and effective working relationships with them in order to achieve the desired outputs.

10.8 The Agency will work with the Client's Specialist and Ministerial Events Team to produce, maintain and ensure alignment with the Client's communications products, such as core scripts, Q&A briefings and website input.

Client Accountabilities

10.9 The Client's Specialist and Ministerial Events Team will foster relationships and ensure ongoing positive engagement with stakeholders in support of the Client's strategic objectives, ensuring stakeholder strategy and communications are joined up with those of the wider organisation.

Measurement

- 10.10 The Client will design and implement Key Performance Indicators (KPI's) as part of the Performance Management Framework (PMF) for monitoring the effectiveness of Agency's' engagement approach via a range of feedback mechanisms to be agreed with the Events Team.
- 10.11 The Client will measure the Agency's performance by use of the PMF. Schedule 14 contains the suggested KPIs to be used for the overarching contract, which are to be agreed following the first monthly service review following the go-live of the services.
- 10.12 With each event commissioned under the Contract, the Client will further implement bespoke KPIs relevant to that event. The Client is developing a library of specific KPIs to be used across events, to ensure consistency across events on evaluating success. This will be shared with the Agency during the onboarding phase of the Contract.

11 MANAGEMENT OF CUSTOMER DATA

- 11.1 A key requirement for the Client is the effective use of IT and communications to support delivery of Specialist and Ministerial Events. Equally, digital delivery has become a major part of the delivery of the Client's business.
- 11.2 The Client currently operates several IT platforms that support all event marketing activity, including:
- Data Hub
 - Event Hub (via Aventri)
 - Asset library
- 11.3 Other web presences include:
- www.gov.uk/dit: the Client's corporate web presence on-line includes the UK Government's single digital platform
 - www.great.gov.uk: This is our promotional website for engaging with business in the UK and overseas. It hosts all of the Client's digital services we provide to businesses.
- 11.4 The Agency will be conversant with government digital design principles set out at <https://www.gov.uk/service-manual> and Government digital content guidelines on organising and writing copy for government web sites at <https://www.gov.uk/guidance/content-design>, including:
- The content lifecycle;
 - Planning content;
 - Content types;
 - Writing for GOV.uk;
 - Content maintenance;
- The Agency will be required to provide its own staff with the appropriate ICT equipment and skills required to access DIT's web-based applications.

Agency Requirements

- 11.5 After every event or mission customer data must be added to the Data Hub system within five (5) working days. This will be the responsibility of the Agency. The accuracy of this data is a key issue and one that must be maintained to a high standard by the Agency. Datahub data

has significant importance as it feeds all key reporting for the Client. The Client will provide guidance and training on how to use Data Hub.

11.6 Specific IT and data security compliance must be adhered to. Note this is a manual process.

Each data entry will consist of but is not limited to:

- Event Title
- Venue
- Date
- First name
- Last name
- Email
- Job Title
- Company name
- Telephone number
- Address: Address line 1
- Address: Address line 2
- Address: Post / ZIP Code
- Address: City
- Address: County / State
- Address: Country
- Website (if available)
- Twitter handle (if available)
- Profile questions
- Sector information
- Size of company
- Exporter status

Accurate and timely inputting by the Agency, to the Datahub, will be a specific requirement and form part of the PMF in Schedule 14.

Client Accountabilities

11.7 Where the Client's HQ Team is managing the event activity, they will provide all relevant information to the Agency in order for them to input customer data into the Datahub and evaluation reports.

Measurement

11.8 A key measurement regarding the inputting of data will be accuracy and timeline requirements, as described within Schedule 14 – Performance Management Framework.

12 INCOME

12.1 Revenue generation – sponsorship, asset sales and other chargeable services.

The policy in this area is currently being developed, so any revenue generating activities will need to be agreed on an event by event basis and the services may not be limited to those outlined below.

The Client generates revenue from Events and Missions through cash or value in kind sponsorship, the sale of tangible assets or other chargeable services, where appropriate.

The Central Revenue Generation Team (CRGT), that sits within the Client's Commercial Team, is responsible for ensuring that all revenue generating activity is compliant with the Client's policies and has appropriate governance.

Working with the Event Producer, the Agency will be responsible for leading on the development of a revenue generation strategy, where appropriate, for each event as part of the event planning process. That strategy must consider the following opportunities in order and be captured using a template, which will be issued by the CRGT.

- Cash sponsor/partnership for the whole event – is there an attractive sponsorship proposition that could be offered to suitable sponsors/partners that encompasses the whole event, e.g. 'Official Partner of the UK at...'
- Strategic activations (cash) – are there discrete activation opportunities that would be attractive to potential sponsors, i.e. networking events, drinks receptions, etc.
- Value in kind sponsorship – are there opportunities for interested companies to supply budgeted for items or supplementary items that would enhance the event.
- Missions – is there the potential for an accompanying mission, alongside the event, that companies would be interested in participating in.
- Sale of residual tangible assets - of tangible assets, such as event space, meeting rooms and event tickets.

12.2 Sponsorship

In order to ensure that sponsorship aligns with the Client's wider programme and that appropriate governance is applied, the seven (7) key stages of sponsorship are identified below, along with the owners/leads for each stage:

- **Opportunity Identification** (Client/Agency): In instances where the Agency is required to lead on Opportunity Identification, the Agency will identify any cash or value in kind sponsorship propositions (identifying both tangible and intangible assets), agree relevant management information, agree value and target for the event (if applicable), place any opportunities onto Event Hub. All sponsorship propositions should comply with the Client's sponsorship ethics policy. This will be supplied by the CRGT.
- **Cash Sales** (Client): Agency to refer all sponsorship cash sales to the Client.
- **Value in Kind Sales** (Agency): The Agency is to respond to any queries received through Event Hub, refer any agreements over £5000 in value to the Client for contracting purposes. Agency is responsible for value in kind sales below £5000 in value.
- **Accounting** (Client): Invoicing and receipting monies.
- **Relationship Management** (Client): Overall relationship management responsibility for any sponsors/partners.

- **Servicing/Contract Management** (Agency): Agency to liaise with sponsors and support the Client to ensure that all contractual sponsorship agreements are fulfilled. The Agency will need to ensure successful delivery of relevant sponsorship rights.

12.3 Missions

The roles and responsibilities regarding missions are as follows:

- **Opportunity Identification** (Client): The responsibility for identification of potential missions linked to any event resides with the Client and the relevant sector teams. However, as missions linked to events will usually involve attendance at the event, participation in networking events and the potential use of meeting space, the content of any mission should be agreed between the Event Producer, Sector team and the Agency. The Agency will be responsible for loading any opportunity onto Event Hub.
- **Sales** (Client): Identify and approach target companies. Respond to queries received through Event Hub.
- **Accounting** (Client): Invoicing and receipting monies.
- **Relationship Management** (Client): Overall relationship management responsibility for participating companies.
- **Servicing/Contract Management** (Agency): Agency to liaise with the Client's lead for the mission and ensure that any applicable contractual requirements are met.

The content of any mission should be agreed once sponsorship opportunities have been identified and agreed, to ensure that there are sufficient tangible assets.

12.4 Tangible Assets

The roles and responsibilities regarding tangible asset sales are as follows:

- **Opportunity Identification** (Client/Agency co-ownership): Tangible assets should have been identified in the initial stages of strategy development, so agreement is required on what residual assets can be offered through Event Hub.
- **Sales** (Agency): Respond to any queries received via Event Hub.
- **Accounting** (Client): Invoicing and receipting monies.
- **Servicing/Contract Management** (Agency): Agency to liaise with purchasers to ensure that assets are delivered.

12.5 Agency Requirements

The Agency is required to work with the designated Client Event Producer to identify the tangible and intangible assets specific to the event, develop and agree any appropriate sponsorship propositions and will lead on using the Client's valuation methodology to agree their value and any over-arching event target for sponsorship revenue.

The Agency is required to load all event and opportunity information onto Event Hub.

All propositions valued at over £5000 must be approved by the CRGT team.

The Agency will direct any companies expressing an interest in sponsorship to Event Hub in the first instance or to the CRGT if the opportunity has a value over £5000.

The Agency is required to work with the Client to support the servicing of sponsors and contract delivery through ongoing liaison with all sponsors at events and will ensure that the relevant applicable sponsorship rights contained within sponsorship agreements are delivered. Examples include, but are not limited to, the delivery of agreed levels of sponsor branding on site, managing sponsor hospitality and managing events on behalf of the sponsor.

Where items are supplied through 'value in kind' sponsorship, the Agency will manage all relevant necessary logistical arrangements (including agendas, delegate meetings, set up of content, etc.), deliver any applicable rights and will ensure it provides sufficiently detailed budgetary information to enable reporting on the cost saving.

12.6 Client Obligations

For each event, the Client will ensure that the Agency has full details of any sponsor agreements, the applicable sponsor rights to be delivered and will make any necessary introductions.

Unless otherwise agreed by the CRGT, all sponsorship monies will be collected and processed by the Client, through either Event Hub or direct invoice.

13 MANAGEMENT OF EVALUATION

13.1 The Client uses two forms of evaluation around live events:

- Performance Impact Monitoring System (PIMS) data for its Management Information relating to the quality and customer satisfaction of activities that it carries out. PIMS data is collected by an independent company which contacts customers using the PoD contact details and questions them on their experiences at the event attended. PIMS provides a large amount of high-quality information on a monthly basis but has one main limitation - an inability to drill down to a team or event level (due to a lack of statistical significance). It is independent of any event Agency and the Events team.
- A standard Point of Delivery (PoD) questionnaire for all products - questionnaires are completed by customers at the event which enables us to measure quality and satisfaction at individual event level in a timely manner. It supplies aligned information to PIMS on a shorter timescale.

13.2 To help try and improve completion rates, these PoD surveys have been shortened to a one (1) page format focussing on quality of service, customer satisfaction and expected value of any orders likely to be won as a result of attending the event or activity. Standardised questionnaires are provided for all Events and Missions.

13.3 These questionnaires are analysed by a third party and provide the Client with management information on a timescale and at a level of detail that is not possible through PIMS. Feedback is provided at an event, team and directorate level both in terms of overall scores and specific comments received. It will also soon be available by geographic market involvement.

Agency Requirements

13.4 The Agency will distribute and collect the PoDs - to make sure that those delivering the event are aware of this requirement, distribute the forms to all attendees and encourage their

completion. The Agency shall send the responses to a third party who will manage all reporting to the Events Team.

Client Accountabilities

- 13.5 The Client will provide PoDs templates and all necessary information in order for the Agency to effectively manage the PoDs and assess all Events and Missions.
- 13.6 The Events Team will also carry out necessary audits of the reporting, as required.

Measurement

- 13.7 KPIs in terms of the number of PoDs returns and PIMS targets will be set at the outset of individual requirements / events. A library of KPIs to be used for each event commission is being developed by the Client and will be shared with the Agency during the onboarding process.

14 MANAGEMENT INFORMATION

- 14.1 Performance measurement is important to the Client's Communication and Marketing Directorate. The aim is to be able to provide performance and evaluation information to relevant stakeholders both internally and externally in a consistent and clear way, so that people comprehend our measurements through dashboards.
- 14.2 Further, the Client wants to be able to demonstrate the impact of its communication and marketing activity all the way through a customer journey. The intention is to build a Performance Management Framework (PMF) that will allow for understanding performance, improving efficiency and evaluating against our objectives and targets.

Agency Requirements

- 14.3 The Agency is required to deliver information in accordance with Management Information (MI) requirements to include KPI reports in a timely manner as agreed in accordance with Schedule 13 – Governance and Contract Management, and Schedule 14 – PMF.
- 14.4 The Agency is required to provide analysis of this information to enable meaningful decisions to be made for future delivery across all event Agencies and attend a quarterly all Agency meeting.
- 14.5 Financial forecasting is equally important to control budgets across DIT.

Client Accountability

- 14.6 The Specialist and Ministerial Events Team will work with the Agency to provide all the relevant data (and specifically for events delivered internally or through other partners) required to input into the reporting systems.

Measurement

- 14.7 The Agency will work with the Client to establish the best format for the management information to be presented, including reports against the specific KPIs in Schedule 14. To that end the development of the KPIs and reporting data requirements are likely to be reviewed and amended; however, the Agency will be given reasonable notice of KPI and reporting data requirement changes and the Client will agree with the Agency as part of the Monthly Review

Meeting, however the Client will have the final decision. The Client will work in partnership with the Agency to develop reporting requirements. Survey access is available through Event Hub from Aventri.

15 BRAND, MARKETING AND PRODUCTION ASSETS

- 15.1 The Client currently procures brand and marketing assets through two (2) routes - through a separate Framework operated by the content team, or through the existing currently appointed event delivery partner (and through new agencies following appointment).
- 15.2 All non-event Marketing and Brand assets will be managed directly by the Events team.
- 15.3 A considerable amount of stock is currently owned by the Client and managed by a contractor who produces, distributes and stores exhibition stands, sets, branded and promotional items as well as some audio-visual and furniture items. The Agency will be provided with a full stock list of stock that can be used via the Asset Library.
- 15.4 All Agencies will have access to the Client's central marketing repository (marketing resource centre).

Agency Requirements

- 15.5 As stated in 15.3, the Client has appointed a contractor to house and administer the current assets, an "Asset Agency". An audit of stock is to be undertaken to establish the quality of the assets and whether any assets should be transferred to this Agency. The contractor will design and produce all centrally held Marketing and Production assets. The Specialist Live Event Agency may still be instructed to design and produce some event specific assets.
- 15.6 The Asset Agency will collaborate with the Client, the Specialist Live Events Agency, Sector Event Agency and DIT partners who may need access to the assets and manage a central diary from which assets can be booked and make arrangements for kit to be available for collection and return as required and that assets are left in a usable state with correct instructions and are checked on return. The requisitioning Agency will be responsible for collection, delivery, build and construction. It is critical that the Agency works in partnership with other Agencies.
- 15.7 As production of sector specific assets may still be required, the Agency will provide expertise demonstrating; design capability, high production values and the ability to work collaboratively to leverage assets to realise maximum value for money.
- 15.8 The requirement includes (but is not limited to) the design and production of the following:
- Exhibition stands and furniture;
 - Set and staging;
 - Audio-visual and other technical production items;
 - Event collateral – brochures, pads, pens, giveaways, gifts (infrequently used);
 - E-flyers and other marketing materials for recruitment (and follow up);
 - Registration materials; and
 - On site branding – pop up banners, signage, registration materials.
- 15.9 The Agency will operate under a non-exclusive licence to use the Client's brand for the duration of the relationship and the service will be marketed to comply with the Client's branding guidelines. Where required the Agency will work with the Live Marketing Team to gain necessary DIT Marketing approvals on new brand items.

- 15.10 There are a number of occasions when the Client provides promotional items which serve both a marketing purpose and on occasion, a thank you gift to those people that provide a service to the Client such as speaking at a DIT event. The Agency will be responsible for the production of promotional items for specific Events and Missions.
- 15.11 The Agency will be responsible for designing and producing all event brochures (normally as pdf, if used), related collateral and provide a storage facility for these assets as required. It is anticipated that more of these assets will be delivered through online solutions therefore the ability to deliver this Service should also be addressed in your response.
- 15.12 Design approach and solutions will highlight innovative techniques and approaches that will be applied.

Client Accountabilities

- 15.13 At the outset of every project a specific brief of requirements will be agreed.
- 15.14 Ensuring that all Agencies who have access to and use of the Clients assets have adequate insurance in place and make clear that care of the asset is owned by the Agency who is currently using the Client's assets.
- 15.15 The Communication and Marketing directorate is responsible for the:
- Development of overall communication and marketing objectives through our series of Major Communication Projects.
 - Development of national and international messaging.
 - Development of any generic marketing collateral should it be required.
- 15.16 The Events Team will provide guidelines for best practice for branding at Events and Missions.

Measurement

- 15.17 The quality, accuracy and consistency of all brand assets will be assessed throughout the duration of the contract and forms one of the KPIs in Schedule 14. It is expected that significant cost savings can be achieved in this area and targets will be agreed with the Agency within ninety (90) days of Contract signature.

16 TECHNICAL PRODUCTION

- 16.1 Technical production requirements vary from a simple plasma screen to complex set and staging, multiple translations, live streaming and other online access requirements for large events.

Agency Requirements

- 16.2 The Agency will be required to provide end-to-end design and delivery of technical requirements of each activity within their section of the Events Programme.
- 16.3 Due to the high-profile nature of many Events production of a very high standard is required, and professional technical teams used to manage complex solutions and high-profile speakers is a key requirement.
- 16.4 It is anticipated that there will be an increased requirement for online content over time.

- 16.5 The Agency will be required to maintain a high standard of production values and improve speaker support to improve presentations and consistency in the quality of delivery.

Client Accountabilities

- 16.6 The Specialist and Ministerial Events Team will provide a full brief of the outcomes required; however, it would be expected that the Agency will provide the design and technical expertise to recommend and deliver the most appropriate technical solution.

Measurement

- 16.7 The quality of the design and execution of the technical aspects of events will be assessed through stakeholder and Events Team feedback.

17 MANAGEMENT OF EVENTS AND MISSIONS PROGRAMME LOGISTICS

Agency Requirements

- 17.1 The Agency will have full accountability for the end-to-end delivery of logistics for all events which can include, DIT Multisector, and short notice ministerial events (and for the Prime Minister), including responsibility for communicating all events information to customers and their registration process.
- 17.2 There are frequently multiple large-scale events running concurrently and the Agency will need to be able to scale up accordingly while still providing consistent levels of staffing and skill across each project.
- 17.3 The Client will look to the Agency to implement the Client's Standard Operating Procedures (SOP) and meet the agreed KPIs in the contract, to drive a consistently high customer experience in line with the current process roadmap. The SOPs will be shared with any awarded Tenderer.
- 17.4 DIT Communication and Marketing Directorate will ensure that each event is positioned as part of a wider Major Communication project campaign (MCPs), for which a campaign plan is available to the Agency. The Agency will be responsible to ensure the event plan is enacted, and the correct stakeholders are engaged pre and post event.
- 17.5 Requirements will include, but are not exclusive to:
- Venue sourcing and management
 - End-to-end delegate management
 - Design and management of all on-site logistics
 - Effective management of local transportation requirements
 - Sourcing and management of all catering requirements
 - Sourcing additional venues for receptions, dinners and any other programme requirements
 - Management of security requirements
 - Management of speaker, stakeholder, Client and sponsor requirements
 - Providing a VIP service to VIPs, key speakers and Ministers, frequently at short notice (to include transfers, restaurant and accommodation requirements, as required)

Client Accountabilities

17.6 The Client will provide a precise Brief on all requirements and will facilitate introductions to relevant stakeholders as required.

18 DELEGATE MANAGEMENT AND COMMUNICATIONS

18.1 The Client's events portal, Event Hub(Aventri), shows a calendar of activity and a customer can search for Events and Missions that they would wish to attend by sector, date or geography and register to be informed of upcoming events of interest.

Agency Requirements

18.2 The Agency will manage all delegate communications.

18.3 The Agency is required to work with the Client's central tool to upload events, promote events and handle event registrations. Whilst the tool is continually under development, access to view the current tool is <https://www.events.great.gov.uk/ehome/trade-events-calendar/home/>

18.4 This central tool will give customers and Client users consistency in experience and allow for business planning to continue.

18.5 The Agency is required to use the system for all elements of delegate interaction and work may include:

- Upload all marketing materials
- Upload the event programme
- Upload event details – locations, maps, venues etc.
- Upload speaker details and materials
- View and produce attendee reports
- Administer payments for events offline from the Client's portal
- Administer email marketing offline from the Client's portal, including social media
- Enter relevant profile data to feed the Marketing Segmentation analysis
- Provide feedback on Event delivery

18.6 In order to track progress full project plans will be provided to the Events Team which should be easily accessible and with agreed PMF at the outset of every project.

18.7 The Agency is also responsible for all delegate communications such as flyers, on site programmes, mission brochures etc. and specific briefs will be provided per event.

Client Accountabilities

18.8 The Specialist and Ministerial Events Team will provide a full brief, outline any specific requirements and agree event specific KPI's at the outset of every project.

19 IT AND COMMUNICATION MANAGEMENT

19.1 A key requirement for the Client is the effective use of IT and communications to support delivery of its events as part of its programme of communication and marketing.

19.2 Helping companies to realise their ambitions will usually involve face-to-face contact. Equally, however, digital delivery has become a major part of the delivery of the Client's business.

19.3 As mentioned in 11.2, the Client currently operates several IT platforms that support event activity, including:

- Data Hub
- Event Hub via Aventri
- Asset Library

19.4 Gov.UK; The Client's web presence is held on the Government single digital platform www.gov.uk/dit

19.5 www.great.gov.uk: This is the Client's promotional website for engaging with business in the UK and overseas. It hosts all of the Client's digital services we provide to businesses.

Agency Requirements

19.6 There is a requirement that all Events activities are uploaded on the Client's event website, Event Hub (via Aventri)

19.7 The current platform, www.events.great.gov.uk, is an event management system supplied by Aventri that includes:

- A home page containing overview listings of all live marketing activity across the year;
- Search functionality enabling customers and the Client to search for events;
- Mini-sites containing details of individual events including programme and speaker information;
- A partnering registration system including profiles and the ability to request meetings;
- A registration and payment facility allowing companies to book places and, where relevant, make online payments for activities where a charge is levied;
- A content management system allowing suppliers to upload event information prior to publishing live to the site.

The Agency is responsible for creating and submitting all information required to create an event listing or mini site on the Client's events site. Required interactions to enable this will be:

- Name staff responsible for creating event content who may require administrative access to the system; and supply email addresses for each. These will be whitelisted, allowing relevant user permissions to be created where necessary;
- These users create and submit information about event activities, to the third party, allowing home page listings and mini sites to be created;
- Required data includes activity date, location, activity title, descriptive copy, pricing, registration start/end date, market(s) and sector(s).
- An event image, images or video can also be added as part of event listings and mini sites. This can be sourced from an image repository within the site, the marketing resource toolkit, or the Supplier can source from an image library with appropriate permissions e.g. own image library or stock usage, the Client has preferred arrangements with certain stock image libraries e.g. Getty Images. Use will always be subject to DIT Marketing approval on suitability and budget.

19.8 The Agency will be conversant with Government digital design principles set out at <https://www.gov.uk/service-manual> and Government digital content guidelines on organising and writing copy for Government web sites at <https://www.gov.uk/guidance/content-design>, including:

- The content lifecycle

- Planning content
 - Content types
 - Writing for Gov.uk
 - Content maintenance.
- 19.9 The Agency will provide its own staff with the appropriate ICT equipment and skills required to access the Client's web-based applications.
- 19.10 The Agency will ensure that the ICT equipment / services provided:
- Meet government standards (e.g. to safeguard the Client's commercially sensitive data, portable devices such as laptops must utilise whole disk encryption that conforms with the FIPS 140-2 standard and office-based networks should be subjected to independent security tests); and
 - Initially utilise Internet Explorer version 11 or above; and Microsoft Office 2013 or above to ensure compatibility with the Client's systems and software.
- 19.11 All IT systems used for mobile, office-based and online systems will be fully patched, supported and maintained by the Agency.
- 19.12 It is the responsibility of the Agency to provide IT equipment support to their own users. The Agency will build appropriate financial and human resources to support this area and any associated IT services which are necessary to support the successful delivery of the activity.
- 19.13 The Agency will be provided training on the new system enabling them to upload event data and create event listings and access (where required) registration and partnering meeting systems.
- 19.14 The Agency will be required to supply details of all security cleared team members requiring access to the system back end to upload event content as part of their programme of activities.

Event Platform Overview

- 19.15 An overview of the events platform was provided for in the procurement of this Contract and access to the customer facing platform can be found [here](#).
- 19.16 The Agency is responsible for creating and submitting all information required to create an event listing or mini-site on the Client's events site. Technical management, hosting and creation of the event site will be managed by a third party who the Agency must interface with. Required interactions to enable this will be:
- Name staff responsible for creating event content who may require administrative access to the system; and supply email addresses for each. These will be whitelisted, allowing relevant user permissions to be created where necessary;
 - These users create and submit information about live marketing activities, to the third party, allowing home page listings and mini sites to be created;
 - Required data includes activity date, location, activity title, descriptive copy, pricing, registration start/end date, market(s) and sector(s).
 - An event image is also required as part of event listings and mini sites. This can be sourced from an image repository within the site, the Marketing Resource Toolkit, or the Agency can source from an image library with appropriate permissions e.g. your own image library or stock usage the Client has preferred arrangements with certain stock image libraries e.g. Getty Images. Use will always be subject to DIT Communication and Marketing approval on suitability and budget.

Security and Data Handling

- 19.17 The Agency and their staff will have access to the Client's IT systems and commercially sensitive information (including Finances, Sensitive Personal Information). The Agency will conduct appropriate employment screening on staff involved on this Contract. This will need, as a minimum, to meet the DIT Baseline Personal Security Standard, i.e. to include: 1. verification of identity; 2. verification of employment history; 3. verification of nationality, residence and the right to work in the UK; and 4. Verification of any unspent criminal record history.
- 19.18 The Agency will ensure these checks are complete before staff commence work. Comprehensive records must be maintained. Any issues / concerns over the eligibility of staff to work on this Contract must be brought to the attention of the Client. The Client reserves the right to conduct security audits of staff records and to refuse access to the Client's systems to any member of the Agency's staff without giving a reason.
- 19.19 The Agency will comply with the General Data Protection Regulations (GDPR) 2018 and not use personal data acquired from this Procurement or any awarded Contract for any other purpose without written permission of the Client and permission of the owner of the personal data, and, if such permission is given, updating the specific data protection schedule within the Contract in Schedule 8. The Agency will adhere to meet specific requirements on the handling of client data which will be set out by the Client.
- 19.20 The Agency will provide a named individual who will responsible for Client data. Any security breach that comes to light must immediately be notified to the Client with a record of the response, and evidence of preventative and improvement measures taken.

Client Accountabilities

- 19.21 The Client maintains the right to perform security audits on the entirety of the Agency's operations that maintain data for the execution of the agreement in accordance with the Contract.
- 19.22 Access will be provided to an online 'Responsible for Information' e-learning tool. All Agency staff handling Client data will undertake this training module and pass the associated assessment to demonstrate their level of understanding of the subject. This assessment will be repeated on an annual basis.

20 GOVERNANCE AND ACCOUNTABILITY

Agency Requirements

- 20.1 The Agency is to comply with the Governance requirements as described below. In addition, the Agency is to meet the following requirements in the delivery of Services:
- To have in place clear, robust and fully accountable governance arrangements for the delivery of the Services;
 - To have in place, or have access to, necessary support services including IT, personnel, administration and finance;
 - To deliver Services under the Client's brand. The Client will not accept joint branding on any service delivery or related activity. The Agency will operate under the Client's brand and only the Client's brand will be used on e-mails, business cards, marketing materials,

displays, booklets, leaflets etc. Use of the brand will require the approval of the Live Marketing Team.

- To have clear and robust internal processes and procedures and staff that are fully accountable delivering and managing the Services to protect the Client's reputation.

20.2 The Agency is to adhere to the Client's Governance arrangements, as further described within Schedule 13 – Governance and Contract Management, input Management Information and participate in actions arising as required at governance meetings with relevant staff in attendance as required by the Client. All Governance meetings are subject to change at the Client's discretion.

21 CONTINUATION OF BUSINESS DURING TRANSITION

21.1 The Agency is required to implement the Services in accordance with the Contract once awarded. The Agency will cooperate with the incumbent Agency to ensure a smooth transition of Services with the minimum impact on the Client's customers.

21.2 Following award of this Contract and prior to the transition and implementation phase, the Agency will produce and submit a detailed implementation plan outlining key milestones, roles and responsibilities, how the Agency will work with the incumbent Agency and any identified risks and the mitigation to manage these.

22 SECURITY ACROSS ALL LEVELS OF EVENTS

22.1 Security must be considered as a matter of priority. This is not just in the physical security or the protection of equipment used or deployed. It should also encompass personnel and prevent unauthorised access to sensitive material and protect against those that would seek to harm people, property and the reputation of the UK Government.

23 DATA PROTECTION

23.1 The Agency will be required, in some cases, to handle sensitive data and VVIP information where higher security clearance will be required. The Agency will need to identify and supply staff who have this clearance in order to work seamlessly with the Client. This could be at short notice.

23.2 The Agency will comply with the General Data Protection Regulation 2016/679 and not use personal data acquired from this contract for any other purpose without written permission of DIT. The Agency will adhere to meet specific requirements on the handling of the Client's data in line with the latest regulations.

23.3 The Agency has evidenced during the Procurement a suitable Data Handling Policy, covering protocols for different types of visitors and delegates, is in place which sets out data handling processes and procedures. This must conform to ISO 27001 or equivalent standards.

23.4 The Agency will only retain customer data when needed to conduct the business of this requirement. Data Hub should be kept up-to-date and data should be completely purged from any of the Agency's computers with no backups held – once data has been successfully inputted into Data Hub.

23.5 Schedule 8 of this the Call-Off Contract Terms and Conditions details what the Data Processing Agreement between the Client and the Agency is.

SCHEDULE 3:

STAFF TRANSFER

1. DEFINITIONS

In this Call-Off Schedule 3, the following definitions shall apply:

“Admission Agreement”	The agreement to be entered into by which the Agency agrees to participate in the Schemes as amended from time to time;
“Eligible Employee”	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the Admission Agreement;
“Employee Liabilities”	<p>all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:</p> <ul style="list-style-type: none">(a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;(b) unfair, wrongful or constructive dismissal compensation;(c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;(d) compensation for less favourable treatment of part-time workers or fixed term employees;(e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;(f) employment claims whether in tort, contract or statute or otherwise; <p>any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;</p>
“Fair Deal Employees”	those Transferring Client Employees who are on the Relevant Transfer Date entitled to the protection of New Fair Deal and any Transferring Former Agency Employees who originally transferred pursuant to a Relevant Transfer under the Employment Regulations (or the predecessor legislation to the Employment Regulations), from employment with a public sector employer and who were once eligible to participate in

	the Schemes and who at the Relevant Transfer Date become entitled to the protection of New Fair Deal;
“Former Agency”	an agency supplying services to the Client before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such agency (or any sub-contractor of any such sub-contractor);
“New Fair Deal”	the revised Fair Deal position set out in the HM Treasury guidance: <i>“Fair Deal for staff pensions: staff transfer from central government”</i> issued in October 2013;
“Notified Sub-Contractor”	a Sub-Contractor identified in the Call-Off Schedule 15 to whom Transferring Client Employees and/or Transferring Former Agency Employees will transfer on a Relevant Transfer Date;
“Replacement Sub-Contractor”	a sub-contractor of the Replacement Agency to whom Transferring Agency Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
“Relevant Transfer”	a transfer of employment to which the Employment Regulations applies;
“Relevant Transfer Date”	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
“Schemes”	the Principal Civil Service Pension Scheme available to employees of the civil service and employees of bodies under the Superannuation Act 1972, as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Scheme and (ii) Death Benefits Scheme; the Civil Service Additional Voluntary Contribution Scheme; and the 2015 New Scheme (with effect from a date to be notified to the Agency by the Minister for the Cabinet Office);
“Service Transfer”	any transfer of the Services (or any part of the Services), for whatever reason, from the Agency or any Sub-Contractor to a Replacement Agency or a Replacement Sub-Contractor;
“Service Transfer Date”	the date of a Service Transfer;
“Staffing Information”	in relation to all persons identified on the Agency's Provisional Agency Personnel List or Agency's Final Agency Personnel List, as the case may be, such information as the Client may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymised format: <ul style="list-style-type: none">(a) their ages, dates of commencement of employment or engagement and gender;(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;

- (c) the identity of the employer or relevant contracting party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other “employee liability information” as such term is defined in regulation 11 of the Employment Regulations;

“Agency's Final Agency Personnel List”

a list provided by the Agency of all Agency Personnel who will transfer under the Employment Regulations on the Relevant Transfer Date;

“Agency's Provisional Agency Personnel List”

a list prepared and updated by the Agency of all Agency Personnel who are engaged in or wholly or mainly assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Agency;

“Transferring Client Employees”

those employees of the Client to whom the Employment Regulations will apply on the Relevant Transfer Date;

“Transferring Former Agency Employees”

in relation to a Former Agency, those employees of the Former Agency to whom the Employment Regulations will apply on the Relevant Transfer Date; and

“Transferring Agency Employees”

those employees of the Agency and/or the Agency's Sub-Contractors to whom the Employment Regulations will apply on the Service Transfer Date.

2. INTERPRETATION

Where a provision in this Call-Off Schedule 3 imposes an obligation on the Agency to provide an indemnity, undertaking or warranty, the Agency shall procure that each of its Sub-Contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Client, Former Agency, Replacement Agency or Replacement Sub-Contractor, as the case may be.

PART C

NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF SERVICES

1. PROCEDURE IN THE EVENT OF TRANSFER

- 1.1 The Client and the Agency agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Client and/or any Former Agency.
- 1.2 If any employee of the Client and/or a Former Agency claims, or it is determined in relation to any employee of the Client and/or a Former Agency, that his/her contract of employment has been transferred from the Client and/or the Former Agency to the Agency and/or any Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
 - 1.2.1 the Agency shall, and shall procure that the relevant Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Client and, where required by the Client, give notice to the Former Agency; and
 - 1.2.2 the Client and/or the Former Agency may offer (or may procure that a third party may offer) employment to such person within fifteen (15) Working Days of the notification by the Agency or the Sub-Contractor (as appropriate) or take such other reasonable steps as the Client or Former Agency (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Client and/or the Former Agency), the Agency shall, or shall procure that the Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the fifteen (15) Working Day period specified in Paragraph 1.2.2:
 - 1.4.1 no such offer of employment has been made;
 - 1.4.2 such offer has been made but not accepted; or
 - 1.4.3 the situation has not otherwise been resolved,the Agency and/or the Sub-Contractor may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

2. INDEMNITIES

- 2.1 Subject to the Agency and/or the relevant Sub-Contractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 2.4, the Client shall:
 - 2.1.1 indemnify the Agency and/or the relevant Sub-Contractor against all Employee Liabilities arising out of the termination of the employment of any employees of the Client referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Agency takes, or shall procure that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities; and
 - 2.1.2 subject to paragraph 3, procure that the Former Agency indemnifies the Agency and/or any Notified Sub-Contractor against all Employee Liabilities

arising out of termination of the employment of the employees of the Former Agency made pursuant to the provisions of Paragraph 1.4 provided that the Agency takes, or shall procure that the relevant Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.

- 2.2 If any such person as is described in Paragraph 1.2 is neither re employed by the Client and/or the Former Agency as appropriate nor dismissed by the Agency and/or any Sub-Contractor within the fifteen (15) Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Agency and/or the Sub-Contractor (as appropriate) and the Agency shall, or shall procure that the Sub-Contractor shall, comply with such obligations as may be imposed upon it under Law.
- 2.3 Where any person remains employed by the Agency and/or any Sub-Contractor pursuant to Paragraph 2.2, all Employee Liabilities in relation to such employee shall remain with the Agency and/or the Sub-Contractor and the Agency shall indemnify the Client and any Former Agency, and shall procure that the Sub-Contractor shall indemnify the Client and any Former Agency, against any Employee Liabilities that either of them may incur in respect of any such employees of the Agency and/or employees of the Sub-Contractor.
- 2.4 The indemnities in Paragraph 2.1:
- 2.4.1 shall not apply to:
- (a) any claim for:
 - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
in any case in relation to any alleged act or omission of the Agency and/or any Sub-Contractor; or
 - (b) any claim that the termination of employment was unfair because the Agency and/or any Sub-Contractor neglected to follow a fair dismissal procedure; and
- 2.4.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Agency and/or any Sub-Contractor to the Client and, if applicable, Former Agency within 6 months of the Call-Off Commencement Date.

3. PROCUREMENT OBLIGATIONS

Where in this Part C the Client accepts an obligation to procure that a Former Agency does or does not do something, such obligation shall be limited so that it extends only to the extent that the Client's contract with the Former Agency contains a contractual right in that regard which the Client may enforce, or otherwise so that it requires only that the Client must use reasonable endeavours to procure that the Former Agency does or does not act accordingly.

PART D

EMPLOYMENT EXIT PROVISIONS

1. PRE-SERVICE TRANSFER OBLIGATIONS

- 1.1 The Agency agrees that within twenty (20) Working Days of the earliest of:
 - 1.1.1 receipt of a notification from the Client of a Service Transfer or intended Service Transfer;
 - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of this Call-Off Contract;
 - 1.1.3 the date which is twelve (12) months before the end of the Term; and
 - 1.1.4 receipt of a written request of the Client at any time (provided that the Client shall only be entitled to make one such request in any six (6) month period),it shall provide in a suitably anonymised format so as to comply with the DPA, the Agency's Provisional Agency Personnel List, together with the Staffing Information in relation to the Agency's Provisional Agency Personnel List and it shall provide an updated Agency's Provisional Agency Personnel List at such intervals as are reasonably requested by the Client.
- 1.2 At least thirty (30) Working Days prior to the Service Transfer Date, the Agency shall provide to the Client or at the direction of the Client to any Replacement Agency and/or any Replacement Sub-Contractor:
 - 1.2.1 the Agency's Final Agency Personnel List, which shall identify which of the Agency Personnel are Transferring Agency Employees; and
 - 1.2.2 the Staffing Information in relation to the Agency's Final Agency Personnel List (insofar as such information has not previously been provided).
- 1.3 The Client shall be permitted to use and disclose information provided by the Agency under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Agency and/or Replacement Sub-Contractor.
- 1.4 The Agency warrants, for the benefit of the Client, any Replacement Agency, and any Replacement Sub-Contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1, the Agency agrees, that it shall not, and agrees to procure that each Sub-Contractor shall not, assign any person to the provision of the Services who is not listed on the Agency's Provisional Agency Personnel List and shall not without the Approval of the Client (not to be unreasonably withheld or delayed):
 - 1.5.1 replace or re-deploy any Agency Personnel listed on the Agency Provisional Agency Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;
 - 1.5.2 make, promise, propose or permit any material changes to the terms and conditions of employment of the Agency Personnel (including any payments connected with the termination of employment);

- 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Agency Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Agency's Provisional Agency Personnel List;
- 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or
- 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Agency's Provisional Agency Personnel List save by due disciplinary process,

and shall promptly notify, and procure that each Sub-Contractor shall promptly notify, the Client or, at the direction of the Client, any Replacement Agency and any Replacement Sub-Contractor of any notice to terminate employment given by the Agency or relevant Sub-Contractor or received from any persons listed on the Agency's Provisional Agency Personnel List regardless of when such notice takes effect.

- 1.6 During the Term, the Agency shall provide, and shall procure that each Sub-Contractor shall provide, to the Client any information the Client may reasonably require relating to the manner in which the Services are organised, which shall include:
 - 1.6.1 the numbers of employees engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each employee engaged in providing the Services; and
 - 1.6.3 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Agency shall provide, and shall procure that each Sub-Contractor shall provide, all reasonable cooperation and assistance to the Client, any Replacement Agency and/or any Replacement Sub-Contractor to ensure the smooth transfer of the Transferring Agency Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Agency Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within five (5) Working Days following the Service Transfer Date, the Agency shall provide, and shall procure that each Sub-Contractor shall provide, to the Client or, at the direction of the Client, to any Replacement Agency and/or any Replacement Sub-Contractor (as appropriate), in respect of each person on the Agency's Final Agency Personnel List who is a Transferring Agency Employee:
 - 1.7.1 the most recent month's copy pay slip data;
 - 1.7.2 details of cumulative pay for tax and pension purposes;
 - 1.7.3 details of cumulative tax paid;
 - 1.7.4 tax code;
 - 1.7.5 details of any voluntary deductions from pay; and
 - 1.7.6 bank/building society account details for payroll purposes.

2. EMPLOYMENT REGULATIONS EXIT PROVISIONS

- 2.1 The Client and the Agency acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Call-Off Contract or otherwise) resulting in the Services being undertaken by a Replacement Agency and/or a Replacement Sub-Contractor. Such change in the identity of the Agency of such Services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Client and the Agency further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Agency and the Transferring Agency Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Agency and/or a Replacement Sub-Contractor (as the case may be) and each such Transferring Agency Employee.
- 2.2 The Agency shall, and shall procure that each Sub-Contractor shall, comply with all its obligations in respect of the Transferring Agency Employees arising under the Employment Regulations in respect of the period up to (but not including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the Transferring Agency Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Agency and/or the Sub-Contractor (as appropriate); and (ii) the Replacement Agency and/or Replacement Sub-Contractor.
- 2.3 Subject to Paragraph 2.4, where a Relevant Transfer occurs the Agency shall indemnify the Client and/or the Replacement Agency and/or any Replacement Sub-Contractor against any Employee Liabilities in respect of any Transferring Agency Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:
- 2.3.1 any act or omission of the Agency or any Sub-Contractor whether occurring before, on or after the Service Transfer Date;
- 2.3.2 the breach or non-observance by the Agency or any Sub-Contractor occurring on or before the Service Transfer Date of:
- (a) any collective agreement applicable to the Transferring Agency Employees; and/or
- (b) any other custom or practice with a trade union or staff association in respect of any Transferring Agency Employees which the Agency or any Sub-Contractor is contractually bound to honour;
- 2.3.3 any claim by any trade union or other body or person representing any Transferring Agency Employees arising from or connected with any failure by the Agency or a Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;

- 2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Agency Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Agency Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Agency to the Client and/or Replacement Agency and/or any Replacement Sub-Contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
- 2.3.5 a failure of the Agency or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Agency Employees in respect of the period up to (and including) the Service Transfer Date);
- 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Agency or any Sub-Contractor other than a Transferring Agency Employee for whom it is alleged the Client and/or the Replacement Agency and/or any Replacement Sub-Contractor may be liable by virtue of this Call-Off Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
- 2.3.7 any claim made by or in respect of a Transferring Agency Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Agency Employee relating to any act or omission of the Agency or any Sub-Contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Client and/or Replacement Agency to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Agency and/or any Replacement Sub-Contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:
- 2.4.1 arising out of the resignation of any Transferring Agency Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Agency and/or any Replacement Sub-Contractor to occur in the period on or after the Service Transfer Date; or
 - 2.4.2 arising from the Replacement Agency's failure, and/or Replacement Sub-Contractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5 If any person who is not a Transferring Agency Employee claims, or it is determined in relation to any person who is not a Transferring Agency Employee, that his/her

contract of employment has been transferred from the Agency or any Sub-Contractor to the Replacement Agency and/or Replacement Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:

- 2.5.1 the Client shall procure that the Replacement Agency shall, or any Replacement Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Agency; and
 - 2.5.2 the Agency may offer (or may procure that a Sub-Contractor may offer) employment to such person within fifteen (15) Working Days of the notification by the Replacement Agency and/or any and/or Replacement Sub-Contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.
- 2.6 If such offer is accepted, or if the situation has otherwise been resolved by the Agency or a Sub-Contractor, the Client shall procure that the Replacement Agency shall, or procure that the Replacement Sub-Contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.
- 2.7 If after the fifteen (15) Working Day period specified in Paragraph 2.5.2 has elapsed:
- 2.7.1 no such offer of employment has been made;
 - 2.7.2 such offer has been made but not accepted; or
 - 2.7.3 the situation has not otherwise been resolved
- the Client shall advise the Replacement Agency and/or Replacement Sub-Contractor, as appropriate that it may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.
- 2.8 Subject to the Replacement Agency and/or Replacement Sub-Contractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Agency shall indemnify the Replacement Agency and/or Replacement Sub-Contractor against all Employee Liabilities arising out of the termination pursuant to the provisions of Paragraph 2.7 provided that the Replacement Agency takes, or shall procure that the Replacement Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.9 The indemnity in Paragraph 2.8:
- 2.9.1 shall not apply to:
 - (a) any claim for:
 - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- in any case in relation to any alleged act or omission of the Replacement Agency and/or Replacement Sub-Contractor; or

- (b) any claim that the termination of employment was unfair because the Replacement Agency and/or Replacement Sub-Contractor neglected to follow a fair dismissal procedure; and
- 2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Agency and/or Replacement Sub-Contractor to the Agency within six (6) months of the Service Transfer Date.
- 2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Agency or any Sub-Contractor nor dismissed by the Replacement Agency and/or Replacement Sub-Contractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Agency Employee and the Replacement Agency and/or Replacement Sub-Contractor shall comply with such obligations as may be imposed upon it under applicable Law.
- 2.11 The Agency shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of the Transferring Agency Employees before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:
 - 2.11.1 the Agency and/or any Sub-Contractor; and
 - 2.11.2 the Replacement Agency and/or the Replacement Sub-Contractor.
- 2.12 The Agency shall, and shall procure that each Sub-Contractor shall, promptly provide to the Client and any Replacement Agency and/or Replacement Sub-Contractor, in writing such information as is necessary to enable the Client, the Replacement Agency and/or Replacement Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Client shall procure that the Replacement Agency and/or Replacement Sub-Contractor shall promptly provide to the Agency and each Sub-Contractor in writing such information as is necessary to enable the Agency and each Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.13 Subject to Paragraph 2.14, where a Relevant Transfer occurs the Client shall procure that the Replacement Agency indemnifies the Agency on its own behalf and on behalf of any Replacement Sub-contractor and its sub-contractors against any Employee Liabilities in respect of each Transferring Agency Employee (or, where applicable any employee representative (as defined in the Employment Regulations) of any Transferring Agency Employee) arising from or as a result of:
 - 2.13.1 any act or omission of the Replacement Agency and/or Replacement Sub-Contractor;
 - 2.13.2 the breach or non-observance by the Replacement Agency and/or Replacement Sub-Contractor on or after the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Agency Employees; and/or

- (b) any custom or practice in respect of any Transferring Agency Employees which the Replacement Agency and/or Replacement Sub-Contractor is contractually bound to honour;
- 2.13.3 any claim by any trade union or other body or person representing any Transferring Agency Employees arising from or connected with any failure by the Replacement Agency and/or Replacement Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- 2.13.4 any proposal by the Replacement Agency and/or Replacement Sub-Contractor to change the terms and conditions of employment or working conditions of any Transferring Agency Employees on or after their transfer to the Replacement Agency or Replacement Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Agency Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.13.5 any statement communicated to or action undertaken by the Replacement Agency or Replacement Sub-Contractor to, or in respect of, any Transferring Agency Employee on or before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Agency in writing;
- 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Agency Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Agency Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Agency or Sub-Contractor, to the Replacement Agency or Replacement Sub-Contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- 2.13.7 a failure of the Replacement Agency or Replacement Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Agency Employees in respect of the period from (and including) the Service Transfer Date; and
- 2.13.8 any claim made by or in respect of a Transferring Agency Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Agency Employee relating to any act or

omission of the Replacement Agency or Replacement Sub-Contractor in relation to obligations under regulation 13 of the Employment Regulations.

- 2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Agency and/or any Sub-Contractor (as applicable) whether occurring or having its origin before, on or after the Relevant Transfer Date, including any Employee Liabilities arising from the failure by the Agency and/or any Sub-Contractor (as applicable) to comply with its obligations under the Employment Regulations.

SCHEDULE 4:

DISPUTE RESOLUTION PROCEDURE

1. Nothing in this dispute resolution procedure will prevent the Parties from seeking an interim court order restraining the other Party from doing any act or compelling the other Party to do any act.
2. The obligations of the Parties under this Call-Off Contract will not be suspended, cease or be delayed during a dispute.
3. If any dispute arises between the Parties in connection with this Call-Off Contract, they must try to settle it within 20 Working Days of either Party notifying the other of the dispute.
4. If the Parties have not settled the Dispute in accordance with paragraph 3 above, they must notify CCS of the details of the Dispute and escalate the dispute to the Client Representative, the Agency Representative and CCS who will have a further 10 Working Days from the date of escalation to settle the dispute.
5. If the dispute cannot be resolved by the Parties within 30 Working Days of the notice given under paragraph 3 above, they must refer it to mediation, unless the Client considers that the dispute is not suitable for resolution by mediation.
6. If a dispute is referred to mediation, the Parties must:
 - appoint a neutral adviser or mediator (the "**Mediator**"). Ideally, Parties will agree on this appointment. If they are unable to agree upon a Mediator within 10 Working Days of the proposal to appoint a mediator, or the chosen Mediator is unable or unwilling to act, either Party may apply to the Centre for Effective Dispute Resolution to appoint a Mediator
 - meet with the Mediator within 10 Working Days of the appointment, to agree how negotiations will take place and relevant information will be exchanged
7. Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it will be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
8. If the Parties reach a resolution, a written agreement may be produced for both Parties to sign. Once signed, this agreement will be binding on both Parties.
9. If the Parties fail to reach a resolution, either Party may invite the Mediator to provide a non-binding but informative opinion in writing. This opinion will be provided without prejudice and cannot be used in evidence in any proceedings relating to this Call-Off Contract without the prior written consent of both Parties.
10. If the Parties fail to reach a resolution within 90 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then the dispute may be referred to arbitration, unless the Client considers that it is not suitable for resolution by arbitration.
11. If a dispute is referred to arbitration, the Parties must comply with the following provisions:
 - the arbitration will be governed by the provisions of the Arbitration Act 1996
 - the London Court of International Arbitration (LCIA) procedural rules will apply, and are deemed to be incorporated into this Call-Off Contract. It however there is any conflict between the LCIA procedural rules and this Call-Off Contract, this Call-Off Contract will prevail

- the decision of the arbitrator shall be binding on the Parties (in the absence of any material failure by the arbitrator to comply with the LCIA procedural rules)
- the tribunal shall consist of a sole arbitrator to be agreed by the Parties
- if the Parties fail to agree on the appointment of the arbitrator within 10 Working Days or, if the person appointed is unable or unwilling to act, LCIA will appoint an arbitrator, and
- the arbitration proceedings shall take place in a location to be agreed between the Parties.

SCHEDULE 5: VARIATION FORM

No of Call Off Letter of Appointment being varied:

DN406484 – Specialist Live Events

Variation Form No:

.....

BETWEEN:

The Secretary of State for the Department of International Trade ("**the Client**")

and

Bray Leino Events ("**the Agency**")

- 1. This Call-Off Contract is varied as follows and shall take effect on the date signed by both Parties:

[Insert details of the Variation]

- 2. Words and expressions in this Variation shall have the meanings given to them in this Call-Off Contract.
- 3. This Call-Off Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Client

Signature

Date

Name (in Capitals)

Address

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.....

.....

Signed by an authorised signatory to sign for and on behalf of the Agency

Signature

Date

Name (in Capitals)

Address

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**SCHEDULE 6: ADDITIONAL CLAUSES
NOT USED**

CALL OFF SCHEDULE 7: MOD DEFCONS AND DEFFORMS

NOT USED

SCHEDULE 8: AUTHORISED PROCESSING TEMPLATE

1. The contact details of the Client Data Protection Officer is:
Name: Data Protection Team
Email [REDACTED]
2. The contact details of the Agency Data Protection Officer is [REDACTED]
[REDACTED]
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Contract Reference:	DN406484
Date:	01 October 2019
Description Of Authorised Processing	Details
Identity of the Controller and Processor	Client as Controller The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Agency is the Processor. The Parties acknowledge that for the purposes of the Data Protection Legislation: (a) the Client is the Controller and the Agency is the Processor for the following Personal Data under this Contract: <i>Name, addresses, phone numbers, emails and images</i>
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service to the Client and to a greater extent business and members of the public.
Duration of the processing	The Contract Duration and any extensions

Nature and purposes of the processing	<p>The nature of the processing includes collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data.</p> <p>The purpose of the data processing is in relation to the delivery of events, managing event attendees (usually employees of businesses attending events), in relation to employment of event delivery and management staff, including those of the Client, the Agency, any sub-contractors, venue owners, or event owners.</p>
Type of Personal Data	Name, addresses, phone numbers, emails and images
Categories of Data Subject	Staff, event attendees, employees of businesses, members of the public that attend events
Plan for return and destruction	<p>Data being processed by the Processor on behalf of the Controller will be stored on the Controller's systems.</p> <p>During termination of the agreement, the Controller and Processor will agree the method and timeframe for the return and destruction of any personal data not qualified for storage beyond the term of the agreement.</p>

SCHEDULE 9

AGENCY RESPONSE

A01 – Client and Programme Management

PART A: The key personnel that will form the team that will deliver the Services, including details of the Account Manager (retained resource) and the management support that will have a significant impact on the performance of the Contract.

Bray Leino is currently the agency responsible for delivering more than 200 events/ activities/ programmes on behalf of the Department for International Trade (DIT) as a result of winning Lots 2-7 of the tender competition held in 2017. For Bray Leino, the Specialist Live Event Services tender opportunity is clear; however, this tender also represents an exceptional opportunity for DIT:

1. DIT and Bray Leino can continue to build and further broaden the success of a deep relationship that has been maturing over not just recent years but more than a decade;
2. An enormous wealth of connectivity, collaborative engagement and relevant people/ team/sector knowledge can be accessed to benefit DIT's ongoing Specialist Live Event activities;
3. Bray Leino can create a streamlined account management structure that facilitates the most efficient flow of information to and support for DIT across multiple teams with a continuation (enhancement) of the effective governance processes already in place; and
4. This optimum application of accomplished people delivering effective services in responsive roles will produce cost efficiencies without risk to the quality of the offering.

Bray Leino acknowledges that the guaranteed fluctuations in DIT's demands arising from this contract will apply modest pressures to the expanded organisational structures that we are putting in place. As the Client team reviews these plans, we ask that you recognise that Bray Leino's relationship with DIT has continually strengthened and grown over many years because we have always been a reliable, resourceful and responsive partner, consistently exceeding expectations. We are excited at the long-term strategic partnership that can now be created - more ambitious than we have been able to show thus far. As DIT looks for a 'step change' in the support it requires from its live event agency, Bray Leino is confident, capable and ready to step up.

Bray Leino is part of the Mission Group – a consortium of 16 UK-based marketing and creative agencies. Our agencies cover many parts of the marketing and live event landscape and this allows us to support our clients with talent drawn from across the Group. We have 1,000 hand-picked staff across the Group; the largest proportion works for Bray Leino which is the biggest agency by headcount and revenue. There is, however, no competition between the agencies - just a shared commitment to deliver best-in-class service. Our Group CEO, [REDACTED], recognises the critical importance of what DIT aims to achieve on behalf of the UK, and the valuable role that Bray Leino (and Mission Group colleagues) can contribute to that effort. To that end [REDACTED] is supporting the Bray Leino management team with the best available resources to drive the successful delivery of DIT's Specialist Live Events programme in the coming years.

Bray Leino fully supports DIT's bold mission to deliver export growth that will represent 35% of the UK's GDP; we also recognise that adopting a 'joined up' approach which engages public and private sector organisations (LEPs, Growth Hubs, Chambers of Commerce, the Devolved Administrations and others) is a key part of the strategy to achieve this. In order to fully support your ambition, we plan to deploy a team that delivers all of the account knowledge, trade group connectivity and sector experience that we have amassed, and enhance this with the best strategy, planning and creative brains in the Bray Leino team and the wider Mission Group. We will spend dedicated time with you understanding how best to

operate across the new landscape that is emerging for DIT, engaging with you to integrate our people into your new structure. We know that this opportunity is not Lot 1 revisited, but a request for multi-disciplined, full-service support from a world-class agency with a strong pedigree, a stable structure and ample resources. Acknowledging this, we are expanding our established London base to accommodate the core delivery team that will support the Department. We already have senior creative, strategy and event delivery resources based at Goswell Road; whilst our headquarters remains in the West, Goswell Road becomes the base for key staff working on the DIT account in London... and a location for all staff working on the account to hold meetings at practical offices that are convenient for DIT teams. Goswell Road is a short 16 minutes from Whitehall Place; our key people and support teams become more immediately available.

The accompanying organogram sets out our key personnel for the Specialist Live Events contract, Client and Programme Management their roles and location. For DIT's purpose moving forward, Bray Leino will be the agency of record for this contract and DIT will access one integrated team through our Single Point of Contact (SPoC) in a convenient London location. These colleagues all work for one entrepreneurial enterprise, have one ultimate boss and share a singular overarching mission: support DIT in all necessary endeavours to drive UK export growth until this is worth more than 35% of the UK's GDP.

GOVERNANCE TEAM

██████████, DIT Account Manager and SPoC based in London and Bristol

██████████ is a Senior Programme Manager and team leader with 15-years' experience directing multimillion-pound events programmes across a range of industries, including Finance, Technology, FMCG and Energy. ██████████

██████████ held the positions of Head of Account Management and Commercial Director. In this role ██████████ had responsibility for leading client communications and maintaining relationships with senior stakeholders; ██████████ also led the innovation programme and was accountable for projects valued in excess of £8,000,000. ██████████ is qualified through the Event ROI Institute ██████████ always looks to provide clients with event solutions that have measurable outcomes. ██████████ is well used to overseeing high profile events programmes, while also keeping on top of the latest trends in the industry.

██████████, Project Sponsor based in London

Reflecting the strategic importance of the DIT Specialist Live Events contract to Bray Leino's parent group, ██████████, Group Chief Executive of The Mission Marketing Group, will act as the Programme Sponsor. In this role ██████████ will ensure that the programme has access to world-class strategic, creative and digital resources. In identifying the best solutions ██████████ will draw on the diverse strength of this 1,000-employee international marketing group. ██████████ started his career client side before working in digital, direct and integrated agencies, both in the UK and USA. ██████████ has worked on an eclectic mix of national, multi-national and global clients covering B2B, B2C and B2B2C. In 2008 ██████████ founded ██████████ an integrated marketing agency, ██████████ ██████████ was appointed Group Chief Executive in April 2019.

██████████, Quality Assurance and Implementation based in London and Bristol

The Managing Director of Bray Leino Events, ██████████ will assume personal responsibility for programme Quality Assurance. In this role ██████████ will draw on his experience delivering 1,000s of live events, experiences and campaigns across the globe. ██████████ has worked with leading government, industry and academic organisations and institutions. ██████████ is committed to forging strong partnerships, delivering memorable experiences and achieving clients' objectives; always looking to break the mould, ██████████ is renowned for developing new and innovative solutions to inspire audiences and wow stakeholders. ██████████ now spends most of ██████████ days building teams, developing best practice, challenging briefs and

horizon scanning to determine how digital, social and other audience engagement techniques will influence and enable a new level of excellence in event delivery.

██████████, Commercial Director based in Bristol

██████████ leads our Global Operations Team; as Commercial Director, ██████████ is responsible for the agency's financial performance and growth strategy. ██████████ has significant experience overseeing Bray Leino's financial delivery for a range of high value events programmes in the UK and globally; ██████████ will contribute on commercial perspectives and audit requirements.

STRATEGY, CONTENT and CREATIVE TEAM

██████████ Creative Director – Strategy based in London

██████████ has an international reputation for strategic thinking and creative excellence, well-earned delivering value to clients ██████████. For over thirty years, ██████████ has worked as a strategist helping a broad range of clients maximise the impact and effectiveness of their marketing and communications strategies: from events to TV advertising to truck sides. Highlights include the development of the Ethical Bank positioning ██████████ ██████████ helping 'multi-quitters' to quit smoking for good, and showing ██████████ how to spend significantly less and yet achieve significantly more. ██████████ is a respected thought leader and media commentator.

██████████, Director of Programming based in London and Bristol

██████████ has been a creative leader in award-winning digital agencies for nearly 20 years. In that time, ██████████ has worked at senior level with clients ██████████ ██████████ provides strategic, user experience and design know-how, ensuring that digital builds brands and business value as well as delivering on user appetites and needs.

██████████, Creative Director based in London and Bristol

Strategic, creative and results-driven, ██████████ is an inspirational professional with a proven track record in design and the creative direction of marketing communications, brand experiences and live events for some of the world's best-known brands. ██████████ is adept at developing solutions that simplify complex client briefs, utilising traditional and new technologies to create powerful storytelling and maximum audience engagement. ██████████ has in-depth experience of building, leading and mentoring creative teams as well as interfacing with the wider team such as account management and production to create fully developed solutions.

Originally trained as a 2D designer, ██████████ specialised in the design of on-screen content for live events, so ██████████ is well versed in content design and production: live shoots to final post-production, as well as digital content design and execution. This experience has been utilised in the development of experiential solutions for clients across a wide range of market sectors ██████████

██████████ is well respected across the industry ██████████

██████████ Content Producer based in London

██████████ is an experienced narrative strategist with a 25-year career across television, print media and design. He has written two documentaries, ██████████ ██████████. He has been a regular feature writer, critic and columnist for some of the UK's leading newspapers. Establishing ██████████ own story design consultancy in 2003, ██████████ has provided diverse public sector and corporate clients with content support and advice on securing stakeholder buy-in. Used to working within creative teams in experiential design, interior design and architecture,

█ has provided interpretive leadership on major projects █
█.

█, Content Producer based in London and Bristol

█ has developed award-winning strategies for events and activations █
█ acted as Strategy Director for Bray Leino's █ engaging with a diverse range of stakeholders from the public sector, private sector and academia to develop a compelling event narrative and world-class content. █ will work with DIT and stakeholders to assist the shaping of content, speaker identification and format considerations. █ regularly works with senior stakeholders to interpret ideas, develop event narratives and content, and formulate key messages for UK and international events.

█, Senior Planner based in London

A graduate of the University of Oxford, █ currently works with an eclectic mix of clients. He has recently developed a five-year 'drowning prevention strategy' █, working closely with the client towards their target of halving coastal fatalities by 2024. This year, █ has worked on strategies to increase the relevancy of the 'Respect the Water' campaign which has so far helped to save 11 lives.

EVENT DELIVERY TEAM

█ Event Director based in London and Bristol

█ has over 17 years' experience delivering large-scale, strategic events programmes across the world █ as part of the Queen's Honours, █ received a Second Sea Lord Commendation for leading the engagement and communications campaign for two major global events with multi-£million budgets. █ is highly skilled in managing VVIP visits and programmes that include Royalty, and senior government and international officials. In 2017/18, █ was interim Event Director working on the █ is SC security cleared.

█ Event Director based in Bristol

█ has more than ten years' experience delivering a diverse variety of events for a range of clients. █ has directed large-scale government conferences and exhibitions, managing both VVIPs and strategic sponsors. █ has led trade event programmes and educational and training events. █ has a well-deserved reputation for excellence in managing client, sponsor and stakeholder relationships.

█ of Production based in Bristol

█ has delivered hundreds of events for a wide range of organisations across the globe. He creates floorplans and visualisations of production (sets, stages and environments) providing innovative and fit-for-purpose solutions for production. █ recently managed all production for the █ event (120 exhibitors and a plenary for 2,500) and █ On behalf of the Summit, █ was responsible for live streaming █, generating over 100,000 views and more than 2,500 comments.

Bray Leino delivers hundreds of high-quality, cost-effective events programmes each year on behalf of the UK Government and leading industry organisations. We work closely with our DIT (and other) clients to understand their requirements and ways of working, building bespoke delivery teams to complement our client's structure, bringing the right experience and capabilities to make a significant contribution to programme design and event delivery. We believe it is vital to create a responsive and flexible framework for engagement and support within which the right people from both organisations connect with each other to develop joint solutions and resolve concerns promptly. We collaborate as a joint client/agency team, operating as a true and effective partnership, enjoying regular and direct contact with open discussion and dialogue on all matters. The whole team is invested in bringing together the

best available expertise (to deliver success) and benefits from shared learning through collective delivery of ongoing events and programmes.

All extraordinary event programmes start with a great team. Our recruitment and people development over the last two years has focused on retaining core strengths, especially across all aspects of creative solution development and project management and enhancing these with broader and deeper levels of technical and production expertise. We have a full-time team of HR professionals that is constantly reviewing the market for opportunities to hire the best available talent as it becomes available. Unlike other agencies, we do not wait for a position to become vacant or wait for a fortunate phone call from a bright prospective hire; we recruit excellence at every smart opportunity. We have increased our headcount by more than 25% since 2017, strengthening our commercial offer through selective hiring of exceptional talents. Our global supplier framework and network of independent professionals has also continued to develop, and these further strengthen our expertise and talent pool.

Through ██████ – our SPoC and Account Manager – DIT is accessing the substantial resources of a stable, multi-national Group with a loyal client base that stretches back more than 40 years. We are not a young or a small agency; across the Group we have more than 1,000 staff of which more than 130 are experienced Bray Leino event professionals. These highly relevant resources are supported by a wealth of creative and strategy talent that develops solutions for world-class brands. Our skilled professionals are ambitious, especially on behalf of their clients, but they are also stable. Our staff retention record is better than 3x the industry average. Bray Leino offers a secure, trusted and enterprising option as DIT's Specialist Live Events Agency with exceptional creative, strategy, planning and live event delivery teams.

PART B: how we will drive creativity and innovation throughout the programme.

Our creative resource continues to be one of the largest in-house facilities in the events industry. Our strategy development, innovation, creative solution, digital and brand management expertise is underpinned by teams of originators, content creators, technologists, 3D visualisers, graphic designers, copywriters and CAD planners. These teams are well versed in the GREAT brand with its unique marketing and graphic languages, as well as DIT's broader strategic objectives. Moving forward, we are committed to enhancing the knowledge and capability that helps shape the narratives of our Government and enterprise clients, crafting solutions that are appropriate and relevant from strategic inception through product and service presentation to audience-level engagement.

Our in-house strategy and creative teams work as one to ensure that we place insightful thinking at the heart of the creative process. We focus on the business challenge that we are solving for DIT; we apply brand experience to test the solution and ensure that it is delivering the right outcomes. Our team of skilled events professionals, creative strategists, film makers, technologists, 3D and 2D designers, bloggers and social media experts explore how the latest interactive technologies and audience engagement techniques can be applied.

██████████ our Creative Director (Strategy) was interviewed on BBC World Business News (and subsequently on BBC World Services) for ██████ interesting perspective on positive thinking. ██████ is part of an exceptional group of Strategy, Planning and Creative innovators and leaders that we have proposed to support DIT.

For every campaign, every programme and each event, we put the target audience at the heart of our approach. We aim to understand their characteristics, behaviours, barriers and their value to the UK, and analyse the ideal channels for reaching them; we always start with audience insight, and if this is not immediately evident, we work with DIT and stakeholders to discover it. This is supplemented by direct dialogue with key stakeholders and representatives from audience groups. We place great value on collaborating with DIT and key stakeholders throughout the strategy development and creative process in order to unlock the most compelling and relevant ideas. Informed by event objectives and

audience insight, our Creative, Strategy and Digital Directors work with DIT to determine the type of disruptive direction that produces ground-breaking solutions.

We start with inspirational input: curiosity fuels the creative mind and the more our strategy and creative teams feed their imaginations with inspiration, the more innovative and creative their insights and ideas become. In order to drive truly great creativity and innovation however, and step up to new levels of disruptive engagement, we also constantly challenge the team. With creatives drawn from different parts of the business and diverse places in the creative spectrum, we have the opportunity to push pioneering thinking to new boundaries. We employ a 10-point creative scale for reviewing event concepts and invite a panel of peers to assess the ideas proposed. The aim is to ensure that only the very best ideas and executions are allowed to go forward - that is solutions judged to be 8, 9 or 10 on the scale below:



With this creative benchmark in place, we aim to set a standard that is consistently impressive.

We want to work in partnership with DIT teams – to have frank, open discussions about how we can exceed your ambitions. This can include co-creation workshops and joint inspiration sessions, with this style of collaboration also extended to our suppliers so that they too unlock new opportunities and generate innovative interventions. In an effort to drive ingenuity as well as creativity and innovation, we encourage our reviewing peers to seek wider audience applications for the creative solutions they consider, as well as those that satisfy the primary audience for which they are created. Roughly once each quarter, we have informal innovation sessions where the best creative minds from around our Group come together to share their finest work with colleagues. We will be delighted for DIT to participate in these gatherings, when the opportunity arises, and join a relaxed, stimulating review of world-class creative thinking.

In developing our solutions, Bray Leino draws on a 1,000-strong multi-disciplinary team across the Group. This in-house resource can undertake end-to-end delivery spanning creative development, production, research, data segmentation, channel marketing, integrated digital communications, stakeholder management and media relations. When needed, we develop multiple solutions for delivery across all available channels concurrently. Our depth of talented, high-quality resources is one of our strongest capabilities.

Our teams are passionate about achieving our KPIs (across all measures and not just those gauging quality and effectiveness). Setting measurable objectives and using real-time dashboards that enable us to continuously evaluate how we can optimise experiences is a positive practice. Bray Leino people, including strategists and creatives, wholly accept KPIs as a business concept and buy the principle that their efforts must translate to effective outcomes. They embrace the challenge of maintaining 100% achievement across all of the measures we have agreed with DIT, and this is as effective at driving creative innovation as it is (elsewhere in the business) at encouraging financial prudence.

PART C: how we manage demand whilst maintaining availability of appropriate resources to deliver the Services

Our Operations team manages demand across the agency to ensure that capacity is always available. Working closely with DIT, we analyse the programme of events, develop delivery plans, map resources to meet requirement and continuously review internal, third party and stakeholder capacities, mobilising additional resource as required.

As part of a £161 million, 1,000 employee-strong Marketing Group with 130 staff in our event team delivering up to 350 events per year, we have the critical mass to manage delivery and mobilise substantial resources to meet new requirements quickly and efficiently. The same challenge was envisaged when Bray Leino was successful in winning the Sector Event Agency tender (Lots 2-7) in 2017; DIT's positive experience, without any resource issues in the months that followed that tender award, should serve to reassure that Bray Leino has the resources to cover any new capacity requirements in the future. We start from a substantial foundation and can scale up our support without any significant recruitment, if that were required.

We are building a long-term, responsive relationship with DIT; we continue to invest senior management time in understanding your priorities and the changing environment in which you operate. As part of our input to programme planning, we will continue to proactively recommend how events can best be delivered (whatever the context of changing requirements) and work closely with DIT to resolve any forecast capacity issues as soon as they are identified.

- Stage 1 Review calendar of events and forecast resources for each
- Stage 2 Identify peak times in delivery
- Stage 3 Bray Leino Operations team maps out resource requirement, building in additional capacity in the lead up to and during projected peak delivery
- Stage 4 Prepare and brief rapid response personnel that are mobilised to deliver new requirements at short notice
- Stage 5 Continuously review resources in line with changing requirements

We structure our business so that we can maintain high levels of quality delivery across every aspect of the enterprise. Continuous innovation committed service excellence and sustainable growth have delivered consistent success for Bray Leino in recent years; we expect this model will continue to deliver in the foreseeable future.

PART D: how we will ensure value for money and performance improvements in the management of the programme and contract.

Bray Leino prides itself on having robust financial and procurement management processes; these are used to leverage the best return from available budgets covering both value from our preferred suppliers and controlling/minimising internal costs. We have used the GCS evaluation framework to gauge the ROI on our event programmes and this has helped identify quality and service improvements, and areas for cost optimisation. We have successfully applied this in contracts with both HS2 and DIT: HS2 – Bray Leino is the sole delivery partner for the 3-year HS2 Event Management Services contract. Following open discussions at performance review meetings, the delivery structure has been adjusted to provide Bray Leino with better access to internal HS2 senior team. This has generated greater clarity around

briefs and simpler lines of communication, all resulting in more efficient decision-making and cost savings.

DIT – At quarterly governance meetings for our current DIT contract covering Event Services across a broad range of sectors, our Operations Director presents a dashboard containing programme and contract outcomes, and KPI summaries for the recently concluded quarter. On spends valued at >£1,000,000/quarter, Bray Leino has delivered:

- Average savings of 6.7% against budget for the last nine months; and
- KPI scores of 100% on both measures for financial performance for the last nine months.

Bray Leino has fully achieved 24 out of 24 KPIs for the last six months (with one measure amber once). This demonstrates that, where appropriate, lessons are being learned. More importantly, it confirms that performance measures are working, continuous improvement is occurring and value for money is evident.

In all our interactions with DIT teams, we are keen to develop best practice and jointly seek the most economical way to express innovative concepts. We have effective cost-saving methodologies in place to ensure that we are consistently delivering cost-efficient solutions; our bespoke financial management system, EASL, provides detailed information to support finance management and project budgeting decisions. We regularly check our suppliers against market rates and obtain competitive quotes to confirm that we are achieving value that is consistent with the required quality. Our budgets are tracked rigorously by a Project Accountant who operates independently of project delivery teams (as part of the Finance Team); the consistent success of her process is shown in the underspends that Bray Leino is regularly returning to DIT (and other clients).

In addition to developing detailed specifications for tendering purposes, our designers and project managers partner with our suppliers to identify the most cost-effective way of realising our creative concepts. The full process is expressed in the acronym STARTUP: Specify; Tender; Appoint; Review and Test; Update (specification); and finally, Place the business. Expressed another way, we cascade the same 'teamworking' approach that we enjoy with the DIT to our suppliers so that the commitment to value is maintained through the whole supply chain. This helps to ensure that we consistently deliver strategies that drive best value and cost-saving opportunities. Other examples include:

1. We always manage the schedule to ensure that we minimise the amount of time required for hired equipment and facilities;
2. We standardise material sizes so as to avoid wastage and utilise the most cost-effective production techniques;
3. We design in measurements and material sizes that are appropriate to the region where fabrication or construction occurs;
4. We decide early (and on a project-specific basis) whether to deploy locally sourced production or design-in durability, modularity, and ease of packing, shipping and storage;
5. We build for the long-term as often as possible, seeking opportunities to utilise pieces across a number of events and improve the shelf life of bespoke items;
6. We consider the relationship between the on-site cost of labour and the combined cost of pre-fabrication and shipping; and, most importantly; and
7. We manage quality alongside cost so that one is not achieved at the expense of the other.

Bray Leino enjoys considerable trade discounts from our suppliers and these discounts are passed on. This is one of the important ways in which our costs remain competitive, even with high quality production. The financial management and performance improvement systems we have in place with DIT clearly appear to be working. In the auspicious event that our remit is expanded to include the Specialist Live Event Services contract, we will revisit these processes with the new team and look for further enhancements as part of our ongoing commitment to continuous improvement.

PART E: how the Services will be coordinated, and project managed, including where we are proposing to contract as a prime with sub-contractors.

In Part A of this question, we have set out the principal Account Management and Strategic resources required to provide the Services for the duration of the contract. In the resource allocation set out in Part A (and the organogram appended in the Annexe), we have extended our resource allocation to embrace the wider group of Digital, Strategy, Creative and Delivery colleagues that we can immediately make available to support the Specialist Live events contract from our pool of full-time staff. These are all named individuals with skills and experience that are highly relevant to the roles that DIT will require, and they are all current Bray Leino and Mission Group staff.

There will be no crossover of dedicated staff that currently support the Department through our existing contract on to this new potential engagement. (Luke Brown is common to both teams but he features in the Specialist live Events organogram in an advisory capacity at no charge to DIT.) We can achieve this because:

1. We probably have one of the largest pools of full-time event professionals who have worked on UK Government contracts in the country; and
2. We are committed to growing our engagements with the UK Government, and DIT in particular, so it makes commercial sense for us to support DIT as effectively as possible.

Our current contract with DIT is significant. Extending our commitment to DIT to include Specialist Live Event Services has clear benefits for both DIT and Bray Leino:

1. We expand the pool of managers that have familiarity with DIT and its activities;
2. We will be able to offer a consolidated Account Management service, especially through the SPoC, so that we can contribute our knowledge and input from a more substantive familiarity with DIT's people, projects and opportunities; and
3. We will be able to operate more efficiently across the volume of business we may expect to conduct, with consequent time, resource and cost-savings for both DIT and ourselves.

As explained in Part A, we have no need to look outside our family of businesses – The Mission Group – to support an expansion of our current activity to include Specialist Live Event Services. We already have the overall scale needed for the leadership and co-ordination capability, and we can draw additional creative and/or strategic support from our Group companies to enhance a team operating from a London base that can fulfil the core roles required. We will not need to rely on sub-contractors or freelance staff for the service-critical elements at the heart of the Services delivery.

In respect of project management delivery roles, we acknowledge that this is impossible to specifically quantify at this time. The programme of activity is largely unknown and so the precise required resources are also unknowable. With the scaling up of our existing London facility to support this engagement, we have even broader access to the relevant pool of specialist independent professionals. Given that we already have a significant group of in-house production professionals, we do not anticipate any difficulty in extending our team with project managers who have previously worked on UK Government projects alongside Bray Leino colleagues, or in similar roles on behalf of other top flight agencies.

To summarise:

1. The Services will be co-ordinated and project managed by established Bray Leino staff;
2. Bray Leino's core team will be enhanced with Creative, Strategy and Planning colleagues from within The Mission Group. These individuals have been hand-picked as recognised thought-leaders in their respective disciplines, and are ideally placed to support this contract.
3. There will be no necessary crossover with staff already working on DIT activity under an ongoing contract (though Event Directors and Managers may be deployed across either contract as requirements and availability dictate in the long-term); and

4. Bray Leino has more than enough scale and relevant resource capability to 'flex' the team in line with DIT's fluctuating requirements.

PART F: how we will build/manage capacity to anticipate demand for the Services, including reflection on current commitments with other customers and their demands for our Services.

Bray Leino guarantees that the nominated team has the capacity (as well as the capability) to deliver all of the requirements for projects arising from this tender. We have reviewed our existing commitments to other clients; we confirm that we have the resources available to support the Specialist Live Events Services contract from its inception. In addition, we have the capacity to immediately draw on additional resource, if needed, to fulfil additional requirements if/ when they arise.

Bray Leino has a number of ongoing, retainer contracts which require dedicated staff to support them. This especially applies in respect of Account Management (but not exclusively) where the contract specifies a particular commitment, or the client relationship needs to be supported by quantified or known individuals/teams. DIT is one such client through our work arising from the 2017 tender (Lots 2-7) for Sector-specific programmes and activations. We have clearly stated that there are no dedicated resources working on Sector projects and programmes that are required or named for Specialist Live Events (with the notional exception of Luke Brown, MD of Bray Leino Events, who is named in the Specialist Live Events team in a quality oversight and advisory capacity, at no cost).

Beyond these contracts, we also have a significant volume of global programmes and creative showcases which are commissioned on an ad hoc basis by clients with whom we generally have long-standing relationships. For these opportunities, we have a non-specific pool of colleagues with varying experience and a range of skillsets. Resourcing these activities, our substantial scale becomes a distinct advantage; with more than 130 full-time event management professionals in the business and more than 850 other staff across the Group operating in the marketing, strategy, planning, creative and digital disciplines, we have a substantially larger pool of full-time talent from which to support our non-retainer clients than our competitors. As a result, we have been able to specifically name a team of enthusiastic, highly qualified colleagues to support the Specialist and Ministerial Events team from day one (on the Specialist Live Events contract) without having to go to the market to supplement our resources.

We recognise that there are two distinct types of activity envisaged in this tender: short notice, high importance ministerial-type events with the Prime Minister, the Secretary of State and others VIPs, and long-lead, strategic opportunities that are part of major global occasions such as Expos, the Olympic Games or other sporting 'World Cups'. We anticipate that a 'rapid-response' team, largely drawn from the resources that we have named in this tender, will always be available to DIT to respond to opportunities, whether these are short-notice or long-lead, as soon as is required.

A02 – Event Content Development

A: How we will engage with key stakeholders and networks to help develop the customer proposition and ensure that content is targeted and effective for recruitment.

Drawing on the resources of our 1,000-employee parent group, Bray Leino will achieve a step change in content acquisition and presentation for DIT's Specialist and Ministerial Events Programme. We will mobilise a world-class team of planners, creative directors and content producers, who can engage with DIT internal and external stakeholders to create world-beating content.

Developing Content That Takes Events To A New Level

Content is the engine that powers events; realising a step change in the quality of event content will help achieve DIT's ambition to take its Specialist Live Events to 'a new level'. Reflecting the importance of this task, Bray Leino will field Creative Director – Strategy, [REDACTED] to design our content strategy ([REDACTED] has an international reputation for excellence in strategic thinking and creativity,

earned working with clients [REDACTED] World-class content producers, [REDACTED] and Senior Planner, [REDACTED] will support [REDACTED] leading stakeholder engagement.

Stakeholder Engagement Model

It is important that a standardised process is used for stakeholder engagement. We will use the Government Communications Service preferred OASIS model (Objectives, Audience Insight, Strategy, Implementation, Scoring/ Evaluation).

Objectives

Bray Leino and the Client will work with DIT Sectors and/ or Posts to agree the objectives for each event. DIT drivers of Major Communications Projects (MCPs) will also provide input. Objectives will be set out as Key Performance Indicators (KPIs).

Audience Insight

Audience Insight is critical in informing the event's customer proposition and ensuring content is targeted and effective for recruitment. Bray Leino will hold interviews/ focus groups with target customers, thought leaders, influencers and business representatives (including companies new to DIT) to develop, test and hone the event value proposition and content, ensuring it is enticing and meets DIT's objectives. Feedback will be analysed to develop and improve content.

Strategy

For major, multi-sector events programmes, we will work with DIT to establish a structural solution to stakeholder engagement, establishing and managing a Content Management Group. Great care will be taken in identifying key representatives and thought leaders to be included, providing relevant and current audience insights and innovative content opportunities. This group will help challenge, shape and enhance content for the events programme. It will be informed by Audience Insight outcomes and wider stakeholder input. Engagement will include:

- Understand DIT's strategic, long-term partnerships between industry and government, backed by sizeable private sector co-investment (e.g. AI sector, Automotive Sector, Construction Sector, Creative Industries Sector, Life Sciences Sector and Nuclear Sector). We will keep in mind the four Grand Challenges set out in the Government's Industrial Strategy – AI, the Future of Mobility, Aging Society and Clean Growth.
- Align our approach with DIT MCPs, ensuring messaging and content is fully integrated.
- Understand support needs of companies, focusing on the four ways HM Government's Export Strategy sets out to make a difference – Finance; Connect; Inform and Encourage.
- Break down value proposition for company type in readiness to engage in opportunities (e.g. as primes or supply chain).
- Identify opportunities for new entrants (e.g. transfer of skills from other sectors).
- Explore and review new opportunities and new markets.
- Identify opportunities to amplify event outputs and promote messages.
- Programme messages will be drafted and a value proposition crafted.

Implementation

A clear stakeholder engagement schedule will be developed. This will identify the principal milestones in content development, ensuring there is effective early planning. This will enable quality speakers, buyers, influencers and contributors to be recruited at an early stage in the process, allowing prospective customers the greatest opportunity to understand the benefits of participation. This

structured approach, increasing stakeholders understanding and involvement in shaping content, will help resolve tensions between objectives, timelines and available budget.

Scoring/ Evaluation: We will place content at the heart of our system for continuous improvement. Feedback from participants will drive the OASIS model for content development and speaker feedback will help shape the planning process.

Bray Leino Case Study

For ten years we have delivered content for GCHQ's CYBERUK conference, which has grown to become one of the world's most prestigious cyber security events. World-class content and speakers have been identified through carefully managed collaboration with internal stakeholders and collaborators from government, industry and academia. Bray Leino has been instrumental in understanding our client's (GCHQ's) priorities and articulating them as an engaging value proposition. Then working with stakeholders to identify world-class speakers and content. Audience evaluation of content has fed back into a programme of continuous improvement, which has enabled the event to become a 2,500-delegate showcase, generating £1.3m income annually.

B: How we will engage with third parties / sector thought leaders in the delivery of the services and how we procure and manage them.

Our challenge is to identify world-beating content that enables live activity to showcase UK capability, both to DIT's UK customers and to the world.

Identifying Content

Day-to-day stakeholder engagement will be entrusted to Content Producers, [REDACTED] and Senior Planner, [REDACTED], who will develop a dynamic content hub. This hub will draw in senior Bray Leino creative, digital and event delivery specialists, developing a lifecycle of inspiring content that will capture the imagination of audiences from first engagement to a crescendo at event, through a continuum of post event follow up.

Identifying Content Providers

The Content Producers will establish, build and maintain long-term relationships with thought leaders, stakeholders and innovative content providers across target sectors. Identifying and shaping content will bring together DIT's internal teams (Marketing and Communications, GREAT, Trade Policy, UK Export Finance, Sectors, Global Network – Posts, Embassy Staff), with business leaders, devolved administrations, market specialists, University-based accelerator hubs, Enterprise Networks, KTNs, Chambers of Commerce and LEPs in regions with relevant industry clusters. We have also built strong collaborative relationships with scores of UK trade associations and are able to bake their involvement into our delivery of many events. We will use this sector insight and thought leadership to shape content and contacts to identify speakers.

Procuring Content Providers

Following agreement with DIT, Bray Leino Content Producers/ Event Directors will identify, negotiate and contract services as required. We will agree and manage engagement parameters with key providers in the form of partner agreements, MOUs or Principles of Engagement. Where possible, we will seek to broker in-kind relationships, by offering content providers compelling opportunities. Bray Leino Event Directors will manage the delivery of the services, ensuring that requirements are met on time and on budget.

Bray Leino will always forecast costs for paid for services within the delivery of an event. This will be open and transparent; day rates will never be marked up and audited accounts will be made available as required.

Managing Stakeholder Relationships: The Content Producers will oversee the management of Stakeholder relationships, building and maintaining relationships. They will be proactive in holding regular formal and informal meetings and maintaining contact through phone calls. They will attend networking events and trade events to build on existing and form new relationships.

Our primary focus will always be on those with a high influence on events, particularly where they can also make a direct contribution to achieving event objectives. In achieving this we will draw on our experience in balancing the priorities of partners, including relevant government departments, devolved administrations, specialist trade and professional bodies, regional stakeholders.

Overseeing Content Production and Delivery: Bray Leino will liaise closely with content providers, ensuring presentations are in line with key messages and the event proposition. All content will be reviewed and approved by DIT.

C: How we will obtain sector thought leadership for the creation of the sector specific content required.

Bray Leino will work with DIT internal stakeholders to finalise the event objectives, messages and content platform. Underpinned by the stakeholder engagement model outlined above (A02 A), Creative Director - Strategy, Malcolm White, will direct the Content Producers, Mark Irving and Henry Jodrell, and Senior Planner, Bishan Morgan, who will deep dive into target sectors to identify content that 'tells the most inspiring story', exemplifying the best of UK capability. They will be able to explore the following content routes:

Bray Leino Delivery Team for DIT Core Events: Our experience delivering DIT's Core Events programme has enabled us to develop a formidable network of sector thought leaders, which will be combined with DIT's contacts. [REDACTED] and the Event Producers will bring additional inspiring individuals into this discussion.

National and Specialist Trade Journalists: Bray Leino's sister Agency, Speed Communications, is one of the UK's leading B2B public relations agencies. This gives us access to an impressive journalist contact base. As well as sourcing sector thought leaders, journalists have themselves participated in our events – for example, FT Editor, [REDACTED], has chaired debates at [REDACTED] events.

Universities/ Catapults / Incubators: In many sectors, some of the most exceptional new ideas are found in high-growth start up businesses, which have an international focus from their inception. Through our work identifying cutting-edge content for the UK Space Conference Bray Leino has demonstrated the strength of our relationships with academia.

Devolved Administrations: Bray Leino has run major conferences, drawing valuable sector input from Scottish Development International, Invest Northern Ireland and the Welsh Government.

Regional Sector Specialists: At a local level, Bray Leino is well connected to the British Chambers of Commerce, LEPS, Growth Hubs and bodies such as Northern Powerhouse and the Midlands Engine. This enables us to seek out exceptional regional talent that can be presented on the national and international stage.

Intermediaries: Bray Leino has also worked with banks and financial providers, accountants and lawyers and other intermediaries, drawing on their networks to identify relevant thought leaders.

Trade Organisations: We have excellent contacts within the scores of trade associations and professional bodies we have partnered with over the past decade. Their insight and contact-base has proved valuable in identifying relevant sector thought leaders.

Diversity: We understand the importance Government is placing on broadening the diversity

of businesses exporting. When identifying sector thought leaders we will ensure there is diversity in the representation of UK innovation.

Bray Leino and Mission Group: Bray Leino and its UK-based parent, Mission Group, is an international marketing group. A strength of this operation is our ability to share networks and contacts. This gives us access to colleagues with first-hand experience and insights across the range of DIT target sectors.

D: How we will support DIT's objectives of delivering more content digitally.

Bray Leino has an end-to-end digital capability, taking a user-centered approach to delivering brilliant digital experiences. Our 60-strong team of digital specialists is well placed to provide DIT with a dynamic resource, achieving a step change in digital content delivery. In approaching this we are able to draw on our experience building accessible digital services that meet user needs in accordance with Government Digital Service guidelines.

Bray Leino's Director of Programming, [REDACTED], will lead this critical aspect of delivery, collaborating with Content Producers, [REDACTED], our Creative Director, [REDACTED] and Senior Planner, [REDACTED]. They will develop disruptive, inspiring ways to achieve a step change in the development of digital content for DIT events. This collaboration will identify areas where digital solutions can achieve a step-change in presentation, taking events to the next level, whilst maintaining a close focus on value for money.

New and innovative ways to deliver content digitally

Bray Leino's Digital team offers clients a workshop-based innovation programme (Radar), enabling them to focus on new technologies; market and/or sector disruption and the specific challenges they face. Bray Leino will host outcome-orientated sessions for DIT, examining innovative ways to deliver more content digitally. Areas that would be explored include:

5G: Bray Leino will work with DIT to review the potentially transformational opportunities presented by 5G in delivering live events. Technical demonstrations, delegate interaction and increased security features are crucial areas to be reviewed.

Personalised video content: Personalised video is measurably more engaging and generates more interactions and shares. Dynamic platforms like Spirable can make video content even more relevant and engaging, by using location, time/date, social and CRM data to personalise templated video content. Bray Leino will collaborate with DIT in exploring how personalised content can be developed for priority audiences for a range of communications, including pre-event teasers and post event round up videos.

Chatbots: Bray Leino is exploring how chatbots can be used to streamline delegate engagement. This technology could transform the efficiency and quality of delegate management.

Event Apps: We support DIT in reviewing scope for using 'off the shelf' software products to help organise projects and streamline communications with delegates. Event apps assist with pushing out communications to delegates and providing customised views of event schedule. Event apps facilitate delegate bookmarking of sessions, viewing speaker biographies and participating in online discussions.

Artificial Intelligence: Bray Leino has developed a proprietary set of tools for applying Artificial Intelligence to target audiences in new and more effective ways.

Content Re-use: Once digital content has been created, Bray Leino is skilled in identifying the myriad ways in which it can be used/ re-used. For example, edited highlights of filmed content; soundbites of interviews; opinion pieces condensed into tweets; infographic summaries of a research piece. This content presents DIT with huge additional potential.

Digital Content Showcase: Digital content can be included, animating the DIT presence at events. Digital content would include a tailored and appropriate mix of material, for example a) Branding and identity stings; b) Brand and product features; c) Partner and sponsor pieces; d) Partner and customer vox pop messages and testimonials; e) pre recorded and near live reactions from participants; f) Live-feeds from presentations and visitor AR and gamification experiences; g) Curated content built into bespoke animation, which can be deployed without sound in event spaces to support messages. Also, potentially, live feeds from remote locations. The programming and content would amount to a TV channel for events – running on a programming cycle. Material would also be used to support communications – pre, at and post event.

Live Streaming: Bray Leino incorporates live streaming into most large events we deliver in order to either a) increase quality of content, such as the inclusion of a speaker unable to attend in person.

Digital Interaction: Delegates no longer expect to be passive recipients of presentations; they want to be active participants, engaging with content and having their voice heard. We have experimented with delivery techniques, which we now routinely use for events.

A03 – Recruitment

A: How we will contribute to developing a pipeline of customers for export and investment opportunities through event activity.

World-Class Delegate Recruitment

In building a customer pipeline for the Specialist and Live Events contract, Bray Leino will align our recruitment activity with the world-beating ambition of DIT's Communications and Marketing Strategy. We will field best-in-class digital, social media, database segmentation, direct marketing and public relations specialists (Bray Leino has been named a UK top-five B2B marketing and communications agency for the past five years).

Overarching Strategy

Our recruitment strategy will be designed by a senior planner, [REDACTED], who has an international reputation for excellence in strategic thinking and creativity, earned working with clients [REDACTED]. [REDACTED] will use the Government Communications Service OASIS (Objectives; Audience Insight; Strategy; Implementation; Scoring) planning tool to develop communications to support the overarching Specialist Live Events contract.

The generation of timely, relevant world-class content is crucial in maximising delegate event recruitment. We will ensure the content development programme is synchronised with delegate recruitment.

A series of delivery plans will sit underneath this strategy. We will adopt the AIDA (Awareness, Interest, Desire and Action) model developing a pipeline of customers for DIT events.

Awareness

We will identify clear goals and targets, enabling our recruitment campaign to be focused on attracting the right new companies. We will gather and segment target customer data, map channels and identify recruitment pain points across the events programme. We will deliver an ambitious multi-channel awareness campaign. Content will be placed on the DIT Event Hub and our expert copywriters will create powerful benefit-focused marketing collateral and compelling online content.

Reaching the Target 19 Per Cent: To attract new exporters, we will be led by the DIT Marketing and Communications Strategy, which targets the 19 per cent of UK registered businesses that say they have never exported, but have goods or services, which they believe could be developed for export. To identify these businesses, we will reach beyond data currently held by DIT.

Partner Channels: We will draw on our strong relationships with a broad range of private and public sector partners, using their channels to reach wider audiences. These include devolved administrations, business leaders, market specialists, university-based accelerator hubs, Enterprise Networks, KTNs, Chambers of Commerce, LEPs and trade associations. We will motivate them to engage in recruitment activity. We will develop an impactful social media campaign working with DIT and stakeholder communications teams. Carefully curated stunts and choreographed disruptive activations can be deployed to raise awareness and be amplified through social and media channels.

Interest

We will capture the attention of target audiences, presenting relevant content in a compelling way. We will become a customer champion, speaking with delegates, collecting viewpoints and analysing feedback to interpret the voice of the customer. We will map customer journeys, understanding what content businesses are looking for. Also, how they want to receive information and the timescales required for decision-making. We will ensure our activity is aligned with DIT's Exporting is GREAT campaign and the four pillars of the Export Strategy: Encourage, Inform, Connect and Finance.

Understanding the voice of the customer will enable us to analyse DIT's current pipeline, develop segmentation tools, undertake an informed gap analysis and explore areas to widen the circle to complimentary cross over sectors.

Desire

Interest will be turned into motivation by clearly defining and articulating value propositions and benefits messages. Our team is skilled in developing online marketing collateral to ensure compelling copy is embedded. We will feature real businesses, including peer content to build prospects' confidence, encouraging them to attend events.

Action

Clear calls to action will be included in all delegate recruitment collateral and across campaign activity. Mobile first and shareability will be built into all communications. Our dedicated team will respond to all phone and email enquiries. At a time of fast-evolving digital marketing opportunities, our digital marketing team will ensure emerging channels are evaluated and where appropriate, included in our strategy.

B: What channels we will be deployed and how you will approach the use of innovative, low-cost content marketing to drive event recruitment

Bray Leino is skilled in using content marketing strategies to drive event recruitment targets. As DIT's Core Events Programme delivery partner, we have built an excellent track record attracting new UK companies, established exporters, investors and international buyers. Since October 2017 we have on average met or exceeded all recruitment KPIs.

Channels

Digital Communications: Our e-marketing specialists are skilled in shaping campaigns using PDF / HTML e-flyers and e-bulletins, encouraging companies to express interest, providing their details.

Personal Invitations: A personal approach will reach specific contacts provided by DIT sector teams and individuals identified through the digital marketing campaign.

Cross Promotion at Relevant Industry Event: This will be achieved through our relationships with Trade Associations, business networks, regional teams and through the DIT core events programme (delivered by Bray Leino).

Media Relations: News stories and feature articles will be placed in trade and professional media print and online channels. These will include the experiences of new and experienced exporters.

Social Media: We can draw on our in-house social media experts to maximise the impact of using paid for and earned social channels. The main platforms we would consider are Twitter, LinkedIn, Instagram and Facebook. We will consider using paid social media advertising to attract new customers. For example, social media advertising presents a targeted tool for reaching out to female entrepreneurs, increasing their representation at events.

Partners' Channels: We will attract new companies through the placement of editorial content in channels owned by stakeholders, devolved administrations, LEPs and Chambers of Commerce, business representation organisations and trade and professional associations. Also, websites and electronic communications manufacturers use to engage with their supply chains. For all networks and recruitment amplifiers selected to promote individual events, we will circulate promotional materials, including e-flyers, web banners and suggested tweets to be issued through the channels controlled by partners to promote the event to targeted communities.

Intermediaries: To reach new customers we can work with major banks and professional bodies. Also the primary business networks such as the Confederation of British Industry, the Institute of Directors and Federation of Small Businesses to encourage them to promote DIT services and events to their customers through their members.

Local Enterprise Partnerships, Growth Hubs, Devolved Administrations and Chambers of Commerce: The LEP community and devolved administrations can provide regional access to specific target sectors. Each has a Growth Hub able to collaborate with DIT to reap the potential local economic benefits through exports and inward investment. This will engage relevant SMEs with DIT and will allow us to source extra support from the LEPs for SMEs in the regions.

Universities, Innovation Centres, Catapult Centres and Knowledge Transfer Networks: We will engage academia and Catapults to reach companies at the forefront of technology and innovation.

Data Acquisition: Where specific sectors require additional prospects, there is scope for tactical data acquisition. Bray Leino has specialists that can support the acquisition of relevant data from business data houses and media groups to support specific requirements.

Telephone Acquisition: Delegate telephone acquisition will be used tactically to attract clearly defined audiences with specific opportunities.

Content

Through the range of marketing communications channels we will share engaging information focusing on the event:

- Events will be integrated with Major Communications Projects, providing engaging content that can be shaped and packaged for event marketing channels.
- Specific, tangible export market opportunities will be highlighted.
- Peer case studies will present evidence of the opportunity offered by exporting.
- Support available to companies looking to export – benefits of using DIT services.

Targeting SMEs

We understand that in targeting small and medium sized business we are not approaching faceless corporations – we are targeting individuals. These companies are often time poor, risk averse and often have personal concerns about the challenges and risks involved in exporting. To overcome these barriers and behaviours, communications must be concise, in language that inspires and includes target individuals.

C: What customer segmentation analysis tools we will use?

Customer segmentation analysis, using our in-house experts, is fundamental to all B2B areas of the company and is applied to campaigns for major organisations [REDACTED] as well as to all events recruitment marketing [REDACTED]

We will apply standard segmentation such as sector, location and organisation characteristics, e.g. employee numbers, turnover etc. To these we will add needs-based and value-based segmentation appropriate to event objectives and propositions to establish target audiences for different messages – subject to the availability and quality of potential customer databases. We use multiple commercial sources of business data and work with client customer databases and CRM. We anticipate being able to work with Data Hub and this will add the potential to compare the characteristics of businesses already using DIT services, particularly events, with non-customers to target these with the objective of creating new exporters or adding those exporters not known to DIT.

Bray Leino's digital team includes four data analysts, who work with blending software tools, such as Tableau and R. Working across multiple sources of data they regularly segment by common parameters and identify clusters of people / businesses to inform the targeting strategy, influence tone of voices and align messages for customer types. We have expertise in applying online segmentation analysis tools such as SEO, web analytics, search trends and insights, (e.g. Google Trends) and influencer tracking. We anticipate we will be able to bring our expertise to collaborate with DIT effectively, analysing Data Hub, the Events Portal and OpentoExport.com.

D: How we will design and deliver meet-the-buyer programmes as required.

Bray Leino is able to draw on our substantial experience delivering scores of meet-the-buyer programmes over the past ten years. As the delivery partner for DIT's core events programme, we have fine-tuned offline scheduling and supported the design and construction of a bespoke online meeting booking system.

We continue to improve and enhance our recruitment and delivery processes for meet the buyer events, ensuring the principles below are adhered to:

Pre-Event

- Meeting opportunities clearly outlined with access to full profile information of meeting representatives.
- Easy to use booking process. Targeted booking assistance provided if required.
- Clear indication of times available and location of meeting.
- Delegates prompted to pre-validate meetings – reason for booking the meeting and key areas for discussion.
- Confirmation of meetings issued – clear meeting schedule and easy access to pre-validation notes and information to help prepare for meeting maximizing benefit.
- Reminder of meeting time, date and location.
- Easy cancellation process to avoid unanticipated drop out, ensuring vacated slots are filled.
- Regular updates to DIT and buyers on meeting take-up.

Onsite

- Set up meeting booking desk and 1-2-1 meeting desks.
- Distribute meeting trackers (list of pre-booked meetings with columns of notes and follow up action).
- Book additional meetings onsite – update master matrix / online schedule and write meeting slips for hosts (new / change / cancellation).
- Pro-actively contact delegates by phone if running late for appointments.

- Keep meetings to time.
- Proactively request feedback forms are completed.

Post Event

- Provide copies of meeting tracker documents to buyers.
- Best practice guidance and assistance offered to enable delegates to follow up efficiently.
- Feedback chased if not given onsite.
- Prepare all data for post event report.

We will work with DIT to create a best practice model, drawing on our experience, including the use of DIT Events Portal for recruitment and registration. Where required we will look to improve the effectiveness of these events by:

- Building sufficient lead times into pre-event planning, so Posts have time to recruit quality international buyers.
- Ensuring there is clear definition of partner requirements (buyer and seller) promoted through the portal and event recruitment activities.
- In collaboration with DIT, make most effective use of the portal, providing input on user specific web functionality, supported by mobile apps, which allow customers and buyers to book meetings, manage their schedules in real time and access richer data on each other.
- Allowing buyers and sellers to communicate through web chat to build initial relationships pre-event and hence better prepare. This functionality would then extend post-event, making it easier to maintain the relationship.
- Taking a 'functionality first' approach to stand design when required. This means that, when 1-2-1 meetings are required, we will ensure the best possible environment is provided to enable this. We will continually assess this by talking with customers and potential attendees.

Providing a personalised matchmaking service by experienced staff (conducting short pre-event interviews with buyers to develop their interest) and working with the partner sector teams and Posts to help identify best possible buyers. This will increase the likelihood of successful meetings and complement matchmaking functionality when available on the portal.

E How we will identify sponsorship or benefit in kind opportunities to raise to the client.

Bray Leino is an expert in delivering large-scale, cost- neutral, government events (we generate in excess of £2 million in event sponsorship revenue annually). We shape sponsorship strategies that unlock industry resources – financial, benefit in kind and thought leadership – without diluting or compromising our clients' brands.

Our ability to shape a strategic sponsorship programme can be seen from our provision of revenue generation for the UK Space Conference and CYBERUK events. For CYBERUK we have shaped the event and sponsorship strategy over the past ten years. This single event now generates sponsorship in excess of £1.3million annually.

Approach

Early Planning: To maximise sponsorship opportunities, the scope for generating revenue from the private sector should be considered at an early planning stage rather than once the programme, content, speakers and event format have been finalised.

Understand Sponsor's Requirement: It is important to see the opportunity from a sponsors' perspective. They may wish to support a DIT event to align their brand with the UK Government's drive to increase UK trade and investment. They may require opportunities to project thought leadership.

Shaping Sponsorship Opportunities: It is important to understand the scope for sponsors to use the DIT event presence – the client will guide us on whether sponsorship packages can include

opportunities to speak at receptions; hold sponsored events on the DIT stand; or be identified as the sponsor of a specific DIT programme, theme or sector presentation.

Strategic Sponsorship Opportunities: Bray Leino will work with DIT in identifying strategic sponsorship opportunities that can be embedded in the Specialist Live Events contract. We find that offering clear strategic packages adds to their appeal. Examples include:

- **Lead Events Sponsor:** There is scope for a UK company to be identified as the Event's Lead Sponsor. This role would include prominent branding at the event and in pre- and post-event marketing. There may be scope for a senior company director to speak in plenary or stream sessions.
- **Networking Sponsor:** A further valuable package might involve a brand being named as the Networking Sponsor. They would be aligned with delegate engagement, 1-2-1 business meetings, receptions and dinners. It may be possible include a speaking opportunity within a reception as a valuable addition to the package.
- **Tactical Opportunities:** A schedule of tactical opportunities will also be developed and offered to prospective sponsors. There might be a range of items, including a delegate bag, at event brochure, dinner, beverages, dinner tables, etc.

Maximising Opportunities

It is essential that benefits for sponsors are agreed and clearly stated. Sponsors must be able to maximise their investment by participating in the event to the limit of their agreements.

Sponsorship Brochure: A sponsorship guide will be produced, covering the benefits included with each package.

Sponsorship Management: Bray Leino's Event Directors will manage sponsors at each event, supported by the event team. They will answer questions and provide day-to-day support (pre-event and onsite) to ensure all contractual agreements with DIT are fulfilled.

Briefing Days: For major events, we will hold sponsor briefing days (ideally at the venue), giving industry partners the opportunity to familiarise themselves with the event space, hear any event updates and ask questions. This provides sponsors with a sense of involvement and ownership in the events they fund through investment.

Sponsor Evaluation: Post-event, we will evaluate sponsorship return on investment for DIT and sponsors' for inclusion in the event report, together with the value of negated costs for benefit-in-kind.

A04 – Stakeholder Engagement and Collaboration

A: How we will initiate and develop relationships and effective partnerships with multiple and diverse internal and external stakeholders to deliver the services.

Achieving Stakeholder Buy-in and Support

Delivering DIT's Core Events Programme, Bray Leino works closely with DIT internal and external stakeholders across multiple sectors. We have built scores of trusted relationships, which will provide a foundation for the collaboration needed to deliver the Specialist Live Events programme.

We will maximise the contribution from stakeholders by:

- Supporting the development of content and identification of speakers.
- Endorsing events and providing access to communications channels for recruitment.

Approach: In managing stakeholder relationships:

- We will deal with stakeholders consistently and respectfully.
- We will strive to provide clarity, transparency and honesty in stakeholder communications.
- We will aim to understand stakeholders' sensitivities and look for the win-win wherever possible.

Managing Stakeholders

Our Content Producers, Mark Irving and Henry Jodrell will work with the Specialist and Ministerial Events team to identify relevant stakeholders, segment membership and distribution channels and map out their engagement throughout the life of events.

Stakeholder Register

We will establish a Stakeholder Register, creating a key tool for capturing DIT Internal and External stakeholder priorities. Shared with DIT, this resource will identify points of contact, details of marketing channels and membership profiles. Also, the objectives and commercial priorities of stakeholders. This accessible resource will track engagement with stakeholders and their involvement in DIT events.

Building and Maintaining Relationships

Bray Leino Event Directors will work with our Content Producers to build and maintain relationships with stakeholders. They will be proactive in holding regular formal and informal face-to-face meetings with stakeholders and maintaining regular phone contact. Our primary focus will be with those with a high influence on our events, and the scope to contribute towards the attainment of event objectives.

We will draw on our experience balancing the priorities of partners, including DIT internal stakeholders, relevant government departments, industry representatives, devolved administrations, specialist trade and professional bodies, LEPs and other regional stakeholders, Knowledge Transfer Networks, Catapults and Chambers of Commerce, overseas Posts and embassy teams.

Accredited Suppliers: Where stakeholders make a significant contribution to events, we will agree and manage engagement parameters in the form of partner agreements, MOUs or principles of engagement. These organisations will be accredited as suppliers by Bray Leino, allowing us to draw on this pool of expertise at short notice to provide content and support. This thought leadership panel can be quickly and easily supplemented with additional specialists to support DIT's evolving sector and geographical priorities.

B: The plans, stages and activity to be undertaken

Stage One: Agree the Collaborative Model

There is no time for a hiatus in event delivery during the transition phase. It is essential that the Bray Leino team hits the ground running and that stakeholder support is sustained and developed from day one. The collaborative model for involving stakeholders will be agreed with DIT as a priority and working relationships with key partners established at the earliest stage.

Bray Leino has a head start in approaching this task. From our delivery of DIT's Core Events programme, we already have a deep understanding of the organisation's collaboration with complex stakeholder networks.

KPIs: At the outset, DIT will agree with Bray Leino Key Performance Indicators (KPIs) for monitoring the effectiveness of the Agency's engagement approach and the range of feedback mechanisms agreed. These will be finalised following the first monthly service review following the go-live of the services.

Stakeholder Mapping: The Bray Leino Content Producers will lead the mapping of the needs, values and objectives of national and international stakeholders. This will identify the contribution they can

make in ensuring the success of the Specialist and Ministerial Events programme. We will invest time in understanding complex relationships and use this insight to bring stakeholders into event delivery.

Maximising this contribution is essential in achieving the step change in event delivery DIT is striving to achieve. We will listen to and where possible accommodate stakeholders' interests and legitimate concerns – in line with DIT's requirements. This insight will be used to create the Stakeholder Register. This process will identify stakeholder issues and areas where there are gaps in the existing partner support network.

Stage Two: Developing Relationships

The Stakeholder Register will be disseminated to the DIT Specialist and Ministerial events team and Bray Leino event delivery teams. The Register will be owned by the Content Producers, but updated by all members of the team engaging with stakeholders.

Developing and Implementing Stakeholder Engagement Plans: For each identified stakeholder in the Stakeholder Register, we will develop a Stakeholder Engagement Plan, which will define activities and capture engagement and interaction with key stakeholders. They will describe the mutual benefits expected. There will also be a statement of how conflicts with DIT, and between stakeholders, will be resolved, identifying escalation routes if required.

Plans will be reviewed biannually to validate, together with the stakeholder, that benefits are being realised and the risks managed and mitigated. Stakeholder engagement for individual events will be based on these plans.

Stage Three: Continuous Improvement

Measurement: The review of stakeholder engagement plans will contribute to the range of feedback mechanisms monitoring the effectiveness of the Agency's management of stakeholders.

We will collaborate closely with DIT in shaping measures to monitor the effectiveness of engagement. These could include:

- Participation Dashboard: Metrics will be agreed for assessing stakeholder input into events on a quarterly basis.
- Feedback Survey: Key stakeholders will be invited to complete an online survey identifying their experiences working with DIT and Bray Leino, identifying potential areas for improvement and closer collaboration. Outcomes will be used to improve performance.
- Internal Stakeholders: Feedback from DIT internal stakeholders will be captured at regular account management updates and formal Contract Governance meetings.
- Wash-Up Meetings: Stakeholders will be invited to attend post-event wash-up meetings, sharing their perspective on what went well and identifying any improvement points.

C: The persons responsible for driving relationship building and why they are best placed to do so.

Account Manager: ██████████

Reflecting the importance of stakeholder dialogue, our Account Manager, ██████████ will commit to leading relationship building. ██████████ will commit time to attending formal and informal meetings with DIT internal and external stakeholders. ██████████ will create a culture of engagement that will be cascaded throughout the Bray Leino delivery team. This engagement will build trust and ensure we understand fully the opportunities and challenges faced in delivering this strategic events programme.

Content Producers

Our Content Producers, [REDACTED], will be on point in collaborating with key stakeholders to help shape compelling, integrated event narratives and develop world-class content. They combine skills winning trust and collaborating with a diverse range of collaborators and developing stand out content.

[REDACTED] is an experienced narrative strategist with a 25-year career across television, print media and design. [REDACTED] has written two documentaries [REDACTED] [REDACTED] has been a regular feature writer, critic and columnist for some of the UK's leading newspapers. Establishing [REDACTED] own story design consultancy in 2003 [REDACTED] has provided diverse public sector and corporate clients with support winning stakeholder buy-in and support.

Used to working within creative teams in experiential design, interior design and architecture [REDACTED] has provided interpretive leadership on major projects, [REDACTED]
[REDACTED]

[REDACTED] has a background in gamification and digital learning. [REDACTED] has developed award-winning strategies for events and activations [REDACTED] [REDACTED] acted as Strategy Director for Bray Leino's delivery [REDACTED], engaging with a diverse range of stakeholders from the public, private sector and academia to develop a compelling event narrative and world-class content.

Event Directors: Event Directors will be responsible for maintaining relationships with stakeholders supporting events within their remit. All Event Directors allocated to the contract will have extensive experience stakeholder engagement and collaborative working to realise event objectives.

Having defined responsibility and accountability, maintaining successful stakeholder relationships is a whole team' requirement for all Bray Leino staff.

D: How you will manage the protocols around Government VIPs.

Bray Leino will draw on many years event experience to manage key relationships and follow protocols relating to Government VIPs throughout the Specialist and Ministerial Events programme. It is vital that we safeguard their personal safety and security; ensure they have a rewarding experience and that DIT and their Departments are able to leverage maximum benefit from their presence. We will work with DIT to agree ways of working, including points of contact, communication and processes.

Approach

Our approach will comprise:

Senior Event Directors: Bray Leino will field highly experienced Event Directors to manage Government VIPs. These individuals will have experience managing VVIPs in the UK and internationally, including UK Government Ministers and members of the Royal Family in the UK. These individuals will be dedicated to the VIP, meeting their requirements. Agreeing VIP protocols and dedicated team members will ensure these individuals are fully prepared. This will enable us to achieve a high-quality response at short notice.

Safety and Security: Liaising with the police or overseas government officials, the VIP's representatives and the event organiser (if a third-party event), we will ensure walkthroughs are conducted and a risk assessment and mitigating action document prepared. This will contribute to a detailed security plan, which will be shared and agreed with the VIP's Private Office.

Logistics: We will develop and agree transport and arrival details with the VIP's team. A detailed event plan will be developed, identifying all actions during the day, including a schedule and biographies for individuals that VIPs will meet.

Precedence: Understanding the stature of other VIPs present at events, ensuring there is clarity in precedence of arrival, speaking and choreography on stage.

Speeches: We will work with DIT to provide VIPs with a briefing document that sets out the event narrative, ensuring that VIP contributions strengthen this.

Media Relations: Agreeing VIPs' media involvement in advance of events; ensuring with the VIP's private office there is 'messaging agreement' between DIT and VIP; introducing VIPs to the DIT media team; providing support at press conferences and photo calls to make sure protocols are not breached.

Protocol and Etiquette: Liaising with VIPs' teams and building protocol requirements into pre-event plans and onsite delivery plans; preparing briefing documents and delivering onsite briefings for delivery teams, stakeholders and delegates.

VVIP Concierge Service: We will service any additional requests including travel, accommodation, restaurant bookings and entertainment. Also, any special requests for the green room. We will also meet requirements for spaces for private meetings in the margins of the event.

Bray Leino Case Study

In 2017 we delivered the launch of the National Cyber Security Centre, which was opened by Her Majesty the Queen and His Royal Highness the Duke of Edinburgh. We coordinated the involvement of five UK Government Ministers and over 200 C-suite representatives.

E: Our approach to working collaboratively with other Event Services Suppliers, event organisers and DIT Communication and Marketing directorate in the delivery of Services to a high standard, and ensuring they are delivered efficiently and cost effectively.

Working With Other Event Services Suppliers

Bray Leino's delivery of both DIT's Specialist Live Events and Core Events programmes presents an important opportunity to streamline delivery, build in cost savings and share lessons learned and insights. Bray Leino makes a commitment to working with all other DIT event service providers and agencies to collaborate fully, ensuring DIT benefits from a single, integrated events programme.

Suppliers' Forum

Bray Leino proposes establishing and hosting a Suppliers' Forum. Also, potentially, establishing digital means of communication and quarterly best practice workshops. This will enable the following collaborative benefits to be realised:

Quality:

- Establishing standard operating procedures to streamline delivery and enable continuous improvement.

Recruitment:

- Avoiding over-contacting potential customers.
- Development of the customer pipeline for cross sector events.
- Multiplication of promotional activities and amplification of messages pre- and post each other's events.
- Collaborative amplification on social media and digital communications, whilst minimising customer overload or confusion.

Content and Speakers:

- Best practice sharing in content development, speaker acquisition, recruitment and delivery.

- Achieving consistent style, tone and quality across all DIT events.

Value for Money:

- Supplier and provider recommendations and sharing, ensuring increasing buying power cuts cost.

Event Organisers

Bray Leino will maintain effective communication with event organisers, following all principles and processes set out in event guides. For each event we will ensure all logistics, accreditation and ticketing processes are in place and that organisers are kept fully informed of UK VIP activity.

Understanding Requirements: From the outset, we will fully absorb all requirements from the organisers' manuals, including deadlines, roles and responsibilities, points of contact and processes. We will build required actions into our delivery plans and risk management plans, ensuring deadlines are highlighted and reviewed at each stage of event planning.

Event Directors: The point of contact for event organisers will be the Bray Leino Event Directors. They will develop a strong working relationship and ensure all details in the event guide are understood and adhered to. The Event Director will ensure all actions are delivered within deadlines and that all parties are kept up to date.

Briefing Event Organisers: We will meet event organisers to run through the planned activity and where necessary explore new ideas and formats that may require the organisers' consent.

DIT Communication and Marketing Directorate

It is essential that Bray Leino operates as an extension of the DIT team. Our delivery priorities must be aligned with DIT's strategic objectives. Our stakeholder strategy and delegate communications must be joined up with those of the wider DIT organisation. This will be championed by our Account Manager and cascaded through the chain of command to our frontline delivery teams. Engagement will include:

Integration with Wider DIT campaigns: We understand DIT's strategy of Major Communications Projects (MCPs), and how all events form constituent parts of one of these MCPs. Through close liaison with the Strategic and Ministerial Events Team, but also a direct dialogue with the DIT Communication and Marketing Directorate, we will ensure event messaging and content is fully integrated with Wider DIT campaigns.

Avoiding Conflicting DIT Events: The Bray Leino Account Manager will support DIT's central Communications and Marketing Team in its work to ensure there are no duplicate or conflicting events being run across different areas of DIT. We will meet all requirements to analyse our activity to help DIT maximise opportunities across DIT's entire network.

Brand Compliance: Bray Leino DIT brand champions will ensure all event elements and collateral are brand compliant.

A05 – Brand, Marketing and Production Assets

Part A: how we will manage end-to-end production of assets and what measures we deploy to get best value when commissioning our own suppliers.

Bray Leino has perhaps the largest in-house creative department in the industry; it has a hard-won reputation for outstanding, innovative solutions. We have a proven track record for communicating brand values and applying a brand's language to reach target audiences. As a result, we are privileged to be currently working with GREAT Campaign assets every working day of every week. In the first six months of this year, we have generated in excess of 250 GREAT assets that have been deployed at DIT sponsored or supported events in the UK and around the world. We have an excellent process in

place that consistently delivers high quality brand, marketing and production assets to DIT, and we achieve this with competitive costs that satisfy established KPIs. When minor issues have arisen, these were addressed immediately; the Bray Leino brand champions arrange a face-to-face meeting with DIT's brand team in order to mitigate any future occurrences and cascade any lessons learnt in to weekly Design Studio meetings. We comply with an annual brand audit and work closely with DIT's brand team to explore new and innovative ways to use and activate the GREAT brand. As a strategic delivery partner, we aim to be an extension to DIT's team, hosting impact sessions to explore how the latest technology and trends can add value to your brand promotion and events programme. We are never complacent and recognise there is always more that can be achieved.

Providing value for money without compromising quality is at the heart of all our efforts, including event asset production process. Bray Leino manages brand design, collateral development and the production of assets in-house, and we deploy our own dedicated on-site build crew and project management team. We own every part of the process except the varied and specialised print machines (and in that component we generate such volumes that we are spoilt for supplier choice). This allows us to maintain effective brand control, meet short deadlines and offer excellent value for money whilst also ensuring high quality design, creation, production and installation.

The end-to-end technical production and asset creation/management process is currently:

- Event Brief is received and project team appointed
- Interrogate the Event Brief and, following a project launch call, define which assets are (or are likely to be) required
- Develop a detailed production brief and/or creative brief and share with DIT, our designers and content specialists
- Agree a critical time path, including production schedule with DIT complete with milestone and approval dates; confirm protocols for sign off and amends
- Brief the asset requirement to Bray Leino's Studio and generate first drafts; review internally with content specialists, event manager and brand guardian; share information with DIT brand team as a 'heads up'
- Propose to DIT for approval and review at (usually) weekly conference calls; confirm required DIT timeframe for evaluation to stay on track with schedule
- Produce material and/or print samples as appropriate (where timeframes allow) and secure commitment to these
- Communicate regularly; work collaboratively to ensure that the whole client/agency team stays in tune with the process and is on board with the creative output
- Work with the designated supplier to deliver the production elements on schedule to the approved standard; monitor as pre-agreed (and occasionally with unannounced oversight)
- Deploy our highly experienced installation crews (core staff on all builds) with project management oversight and quality control at all times
- Audit and evaluate; store, disperse or dispose of as agreed

At each stage we aim to build relevant knowledge, develop a smooth briefing process, bring expertise to the activation and clearly communicate the planned incremental steps so that we avoid misunderstanding and we build/sustain confidence in the process.

We have a small pool of technical print suppliers in the UK, and others who are part of our long-standing global contractor framework when working abroad. Our suppliers, like ourselves, are subject to DIT's Standard Operating Procedures and cascaded SLA requirements. They, too, are required to demonstrate consistent achievement of high standards, continuous improvement and demonstrable value for money. We establish guidance on expectations and agreed production rates as part of our framework agreements, and we always inspect (and occasionally challenge) commissioned outputs.

Trust is an integral part of these relationships, as is effective contract management. As part of our supplier engagement process, we secure NDAs and produce manuals that contain an overview of DIT's

long-term objectives, as well as tactical notes that address the requirements of a specific event or programme. These productive, enduring partnerships are built using the principles of BS11000 Collaborative Business Relationships; we expect our partners' staff to be as experienced and professional as our own and to be integral to the wider team that delivers success. This shared commitment ensures reliability and better supports rapid mobilisation, reduced procurement time and volume discounts. Where, very occasionally, we must procure outside our established supplier framework, we operate a mini-tender with 2-3 suppliers, appoint on a 'MEAT' basis and implement additional project management oversight to guarantee a quality outcome.

With regard to collaborating with DIT's other Agencies, we already work with DIT's Asset Agency, d4 Create, as we are DIT's designated Sector Event Agency. We are very familiar with DIT's CAPEX assets and collaborate with d4 to deploy these at every reasonable opportunity. We have the expertise and facilities to design and/or extend these, or combine these with bespoke assets as needed, as was the case at the International Food & Drink Event (IFE) at London's ExCel earlier this year. In our current role as DIT's Sector Event Agency, we design and produce exhibition stands, sets and staging, AV and other technical production system, event collateral and promotional pieces, e-flyers and other marketing materials, registration resources, and on-site branding. We will be delighted to produce more materials as and when DIT requires these to satisfy relevant new opportunities.

We note that DIT anticipates that more event materials will be delivered to end-users online. We currently produce event brochures as PDFs and host them on the Event Hub site. Alternatively, at MWC and CES, where we deployed an app instead of a brochure, visitors were able to search for the UK companies in a dynamic way and have information sent to them directly. Bray Leino has developed Event Beam; this is an app which allows stand visitors to self-serve and select information that is then sent directly to their inboxes.

Part B: our approach to maintaining brand compliance across a broad range of deliverables and suppliers that we will be collaborating with on events.

At Bray Leino, our primary concern is achieving the right result for the client team; we therefore aim to apply the same spirit of partnership and collaboration to supplier relations as we enjoy working with DIT. This implies working towards quality assurance rather than quality control, selecting suppliers with the same care and diligence as DIT and treating them as trusted experts in their specialisations. Effort on our part is nevertheless required:

- **Brand Training** – we worked with your brand team to understand what design and digital assets are available and what rules guide their utilisation, and we pass this on;
- **Style Guide** – we have learned the approved standards for preparing, formatting and the design of documents, and we both apply this and look for it in all our interactions;
- **Visual Language & Tone of Voice** – the GREAT brand has a clarity of purpose that is recognised internationally and we are careful to sustain this order, rhythm and image.

We particularly work with suppliers to make sure they know operational details about the GREAT brand palette (as expressed in CMYK, RGB and Pantone references) such as how to print the GREAT blue which, for technical reasons, is especially difficult to match.

The GREAT brand is exceptionally successful at promoting the strength of UK industries to overseas buyers, both businesses and governments, opening doors for British businesses overseas; we acknowledge that maintaining its integrity is vital. All creative work on the brand is therefore executed in-house; we contract production-only aspects to select sub-contractors (when necessary). Bray Leino has dedicated brand guardians who have become fully immersed in your principal brands (both GREAT and DIT) – [REDACTED], Creative Director, and [REDACTED], Design Lead. They work closely with DIT's brand team, constantly applying and evolving established brand guidance and growing the existing asset-base with new approved applications. On occasions (at DIT brand team's request) they lead, as was the case in developing the 'Brochure Build Document' - a 26-page guide to delegate and participant

brochures designed by our people for use by DIT's Sector Teams. ██████████ awareness and appreciation of the growing archive of artwork and designs is unparalleled. If Bray Leino is appointed to deliver the Specialist Live Events category, our brand guardians' role will be expanded to embrace the additional workload that this new responsibility would create.

Experience tells us that there must be a conclusive, binary sign-off process of all new design, collateral and brand assets to avoid both mistakes and stress. That said, sign-offs are small but important parts of a wider client/agency relationship, and we aim to achieve the best long-term outcomes by making sign-offs as clear, collaborative and team-tailored as possible. We work with client teams to agree their preferred approval process, accepting that this may vary from team to team and that communicating directly with designers is sometimes appropriate. We also agree, in advance, an approval hierarchy:

- the ideal amendment template, and the contact(s) to reach for input;
- the approval process, and the contact(s) to reach for sign off; and
- the timeframes required for effective review, and therefore turnaround in each case.

Bray Leino normally takes responsibility for the first part of the approval process through internal sign-off procedures: creative, content and project/account management. We use documents with tight version control for transitions between the agency and any reference parties; we work with your brand team to secure their authorisation and, lastly, we look to the client team for a final approval. We recognise that achieving a balanced client/agency relationship is critical in ensuring that the client team feels well supported whilst also avoiding extensive design amendments and potentially unnecessary cost.

With all brand asset creation developed in-house and approved by client teams, we limit the risk of brand non-compliance to those relatively few parts of the execution that are sub-contracted because they cannot also be actioned in-house. Here our highly experienced event delivery professionals have an important oversight role to confirm that on-site executions match the approved artwork copies that they will have in their on-site project packs.

Part C: how we will support DIT's objective of delivering more content digitally, including how we will ensure content is delivered on time and is appropriate for use by DIT's content team.

Staying on schedule in digital is manifestly more challenging than in print or copy: changes take more time and are generally more costly. For DIT's print design assets, we currently have structured weekly calls (which are followed up with written confirmations), so that the creative production process is underpinned by shared understanding of the steps, reviews and input that each piece of work has received to date. We work collaboratively to ensure that the whole client/agency team supports each decision. This provides the framework for evolving the relationship into the larger challenges implied by increased digital content production. Bray Leino's 60-strong Digital Team offers clients a workshop-based innovation programme (Radar),

enabling them to focus on new technologies and the specific challenges they face. We will host outcome-orientated sessions for DIT. As well as examining innovative ways to deliver more content digitally, the workshop will cover processes that aim to ensure appropriate content is developed and that this is then collaboratively delivered in a timely manner.

We focus on the whole end-to-end user experience: each touchpoint on the delegate journey to ensure we deliver an experience that surprises and delights. This naturally involves a seamless blend between 'digital' and 'physical' to develop innovative ideas that draw attention without resorting to technology as a gimmick. Event attendees expect to embrace, test and touch; this multi-sensory experience is essential if DIT is to mimic the visitors' experience in real-life. Technology now allows brands to deliver extraordinary emotive content in virtually any environment ... and through our focus on digital applications, this is what we are achieving:

- We have recently been working with DIT Sector Teams/Brand developing bespoke animations that deliver UK capability in Aerospace (and others) in highly compelling ways.
- For DIT at Mobile World Congress, we created an interactive app to showcase the UK companies attending and deployed 13m-wide screens to present extraordinarily rich content.
- We strengthened the Post Office's position as the UK's No1 travel money provider by building a new online channel aimed at higher value audience segments: brilliant simplicity.
- For the EHRC we produced branded, shareable content promoting best practice for businesses, key influencers and the media on pregnancy and maternity rights. The content was required to work on web, mobile web, social media, paid digital media, video and be syndicated to online properties such as The Guardian and other news websites.
- For Infineum, a world leader in the petroleum additives sector, we developed an industry-leading online content platform, Infineum Insight. Insight was designed to make it easy to find the right content, using smart search and a considered taxonomy. Since launch, content views have increased by 75%, users have increased by 85% and SEO benefits now mean 44% of all visitors are new. Mobile access has grown from 0.5% to over 10%.

We are delivering exceptional digital content solutions on behalf of many clients, including DIT.

A06 – Technical Production

A: how we will manage technical design and end-to-end production.

The creation and delivery of an event, no matter how large or small, can be divided into a series of responsibilities, decisions and actions: success ultimately depends on the skill and experience of the selected team. The creative production and technical delivery of DIT's Specialist Live Events Programme will be managed by Bray Leino's in-house, live event specialists on an end-to-end basis. These event professionals have worked at the cutting edge of the industry for more than two decades; they have the knowledge, experience and passion to command confidence, plan meticulously and deliver success.

1 BRIEFING AND CAMPAIGN SCOPE Understanding and agreeing the scope, the requirements, the timescales and the response format
2 CREATIVE CONCEPT DEVELOPMENT Presenting different solutions; creating options in format, structure, content, visuals and pricing
3 PLANNING, TECHNICAL DESIGN & PRODUCTION Your dedicated project team works proactively to bring ideas to life on budget with innovative technical production
4 PROJECT IMPLEMENTATION AND ON-SITE DELIVERY Delivering expertly and with precision to create maximum impact and achieve all project objectives
5 DEBRIEF, EVALUATION, AND LEARNING Actively seeking feedback; reviewing new technologies and delivery methods for the future

As a single strategic supplier utilising best practices and a proactive approach to continuous improvement, we will continue to deliver the same consistent level of high-quality event outcomes as we do in our existing DIT contract today, albeit at a larger scale and with more VIP exposure in Specialist Live Events. Our team is highly skilled and experienced in all aspects of event, exhibition, live broadcast and digital media production including set and staging, technical production and audience management.

We have delivered events of all sizes on behalf of high-profile clients. Working with 'Malaria No More', the Bill and Melinda Gates Foundation and stakeholders from across government and industry, Bray Leino was responsible for the planning, design and full delivery of The Malaria Summit, during

CHOGM in London last year. For the first time ever, humanity has the insight and technology to finally beat malaria; that was the premise for our creative approach to the project – ‘Ready to Beat Malaria’ ... a simple, positive, directional thought, the message works on a personal level as well as for businesses and governments. As a statement, it reflects the battle against the disease; as a pledge, it articulates a clear goal and evokes a commitment to action. Bray Leino created an entire visual language around this message for the benefit of the two Royals, 12 Heads of State and 300 philanthropists, CEOs, academics, celebrities and global media that were present. Security and seamless planning were critical; Bray Leino worked directly with the Metropolitan Police and national/international Government security teams to ensure a safe and secure Summit. We also delivered all of the pre-production and on-site technical and production elements. Whilst this was not a DIT production, it was nevertheless a Special Live Event: “We were really impressed by Bray Leino’s approach and attitude, their calm and can-do approach, combined with rigorous interrogation of ideas and plans...” Kate Wills, Communications and Partnerships Director at ‘Malaria No More’. Commissioning to close of the event was just 20 weeks.

This description highlights our broad approach to creative event production. The life-cycle of every event starts with a simple creative premise and evolves into a creative event concept. We conjure a crystal-clear proposition and inject inspiration; we develop a bespoke visual structure, and perhaps language; we test this against our audience insight; and we keep testing our concept/ shaping/ caressing/ styling/ refining until we can confirm that we have a distinct ‘Wow!’ moment – a moment that unequivocally expresses the creative premise in surprising, delightful and compelling terms. The sensory flow is Think! – Feel! – Do!; without registering Feel!, we cannot progress to Do!.

At Bray Leino, we visualise everything. We prepare 3D concept models; we generate detailed scale plans and schematics; we develop rendered perspectives from different angles; we explore materials and finishes; occasionally we even produce augmented or virtual reality presentations to confirm that the concept definitively delivers the creative premise with an assured degree of confidence. The production normally needs to be well established before the technical design component comes to the fore.

The third (and subsequent) phases of the event lifecycle - Planning, Technical Design & Production – is led by our Event Directors who, working closely with DIT to ensure that the desired objectives are achieved, have ultimate responsibility for ‘owning’ and managing our events. Supported by our Head of Production and Operations team and liaising closely with the Strategists and Creative Director, they oversee production, mobilise and co-ordinate our internal team of event specialists, and draw on external capability as required. This is a unifying process where the whole team operates in harmony to realise and enhance the creative concept in a practical, time-managed, budget-conscious manner. Each specialist contributes his/her point-of-view; the outcome is a considered blend of each perspective so that all of the event objectives are achieved.

Our production and technical team’s responsibilities include: scoping events/activities; creative design liaison; venue/location assessment; technical specification; health and safety planning; risk management and contingency forecasting; scheduling; technical design, including AV, audio and lighting; digital infrastructure development; data management; accessibility solutions; security and crowd management; costing and budget supervision; third-party supplier management; on-site delivery; and post-event evaluation. We provide production solutions for thousands of events each year including innovative stage sets with complex audio-visual solutions (eg digital mapping and high-definition multimedia) and sophisticated speaker-support, multi- language simultaneous interpretation, live streaming and experiential activations. We have excellent relationships with global equipment providers and source worldwide for our events.

Our end-to-end event delivery systems are built on ISO9001 principles and form the backbone of all our project management processes; they ensure that information is shared, processed and stored consistently. All Event Directors are fully trained in our technical production procedures which embrace minimum acceptable equipment specifications, global supplier standards and quality management best

practices. These provide a clear schematic for quality implementation of our projects from start to finish. Technical design input is sought throughout the creative process to help avoid subsequent delivery issues. Events always conclude with a self-appraisal of the quality of our work, and a review of the performance of our suppliers.

All reports, requests and forms can be directly accessed through our secure shared network. In addition to a project overview outlining the objectives, the project execution strategy and the scope of works, our production plans typically cover the following key topics:

- High-level project schedule
- Milestones/deliverables
- Project delivery team
- Monitoring and control methodology
- Change control procedures
- Project quality analysis
- Risk analysis
- Communications/reporting
- Stakeholder management
- Health and Safety management
- Accessibility/disability support
- Re-use and sustainability
- Procurement
- Project budget

These inputs align with our project delivery processes which include authorisation to commence work, status updates, milestone reviews and quality assurance reviews. Collectively these provide a comprehensive delivery structure and come together to form the project/programme implementation plan. Our methodologies are applied to all technical output and help to ensure that Bray Leino always delivers to agreed specifications and timeframes and surpasses client-determined quality levels (as the KPIs on our current contract confirm). In addition to our own in-house resources, we also have a strong network of tried and tested independent professionals who work with us regularly, deepening and strengthening our pool of available talent across many disciplines. In all cases, the capabilities that we offer are underpinned by stringent quality controls and robust financial management processes.

Part B: the technical solutions that we will utilise to maximise performance, reach and quality of content delivery, including our approach to on-line and innovative solutions.

Our close relationships with our preferred supplier network across the globe give us access to the latest technology and provides insight into their present and future investments. In addition, our Creatives, Event Directors, Production and Technology Specialists attend exhibitions, workshops, fashion shows and festivals – all types of event that cover (or showcase) relevant technology innovations across hardware, software and event integration. This helps us to keep in touch with new industry thinking, and applications that enhance the quality of live events and extend the reach of content. Our people also speak at these production forums, contributing their experience to debates on the direction of their individual expertise. Whenever feasible, we develop solutions that are modular, reusable, flexible and scalable, and that can work with multiple themes/content in varied environments for different audiences. We remain creative-led, carefully considering the type and quality of the content and the impact that can be realised before proposing an advanced but expensive technical solution. We remain alert to the balance between innovation and cost, and especially the potential audience/media perception of that balance.

Our relationship with NCSC, formerly CESG, goes back 10 years, and includes the launch of the NCSC; we have managed their flagship conference and exhibition, CYBERUK, since its inception in 2016. We are a trusted partner having spent a great deal of time working with the client to understand their objectives, run workshops, develop strategies, embedding ourselves in a challenging, fast-moving

industry so that we can bring our expertise and creativity to develop strong direction, content and agendas. CYBERUK's 3-day annual event includes:

- 7 plenary sessions
- 48 stream sessions
- 48+ hours of content
- 240+ speakers
- 105 sponsors and exhibitors
- 5 partner events
- 17 workshops
- 22 lightning talks
- 2,500+ delegates
- 7,000m² exhibition space

We work in close collaboration with the client to create and manage the event programme, shape the content, identify gaps, suggest topics/speakers and organise review meetings. We write speaker briefs and send formal invitations on behalf of the client/event to potential speakers, including official requests for ministerial representation at sessions. We manage all speaker presentations: collating, checking and sharing with our AV team. We evolve varied workshop styles, encouraging the client team to incorporate interactivity by suggesting different formats, styles and tools: 'Cyber Den' (like Dragons Den), 'Cyber Games' (a hackathon station), Diversity pledge board, Graphic artist, Comment walls and Live Social feeds are all present. We actively encourage the use of mobile devices, facilitating delegate interaction by building virtual communities before the event, enabling question submission during the event (with real-time selection based on community preference), providing polling opportunities on key event themes, and pushing content before, during and after the event. This 'mobile first' approach drives strong delegate engagement, stimulates networking, extends the dialogue and generates volumes of useful data on delegate thinking.

The decision to propose a particular technical solution is driven by the expected audience response concentrating on audience engagement & immersion:

- a) Emotion – what is the intuitive sensation: where is the Wow!?
- b) Message – is this solution appropriate for the content and the target audience?
- c) Environment – what are the environmental factors that the equipment has to address?
- d) Time – is there realistic pre-production and set-up to plan, create and rig the equipment?
- e) Budget – are we designing to an appropriate budget, mindful that scale and complexity demands correspondingly high ROI?

Live Streaming - Bray Leino incorporates live streaming into most large events we deliver to:

- a) increase quality of content, such as the inclusion of a speaker unable to attend in person - for a UK Space Conference, astronaut Tim Peake joined a plenary session live from his training facility in Kazakhstan; or
- b) extend the reach of the event to audiences that are unable to attend in person - for CYBERUK we live stream plenary sessions into key Govt. offices so that relevant staff can participate and hear the new strategy being brought to life by its architects.

Social Media - We deploy social media live streaming tools such as Periscope and Facebook Live to amplify event messages to new audiences. For the HS2 Supply Chain Roadshow we worked with HS2's social media team to conduct an interview with key procurement managers live on Periscope. The video received over 10,000 impressions; we are currently working with HS2 to create a Periscope campaign for future events.

Digital Interaction - Delegates no longer expect to be passive recipients of presentations: they want to be active participants, engaging with content and having their voice heard. We now routinely use

disruptive delivery techniques, making audience participation a central feature of event delivery through digital tools:

- **Social Walls/ Campaigns:** Live tweets/messages are featured on moderated Digital Walls encouraging engagement from both live and remote audiences. Insta Polls and Q&As are used to capture audience views – agile planning allows this feedback to shape the agenda for sessions.
- **Video:** We film audience feedback, soundbites and vox pops extensively in coffee and lunch breaks; these are edited and replayed on-site and often presented as part of the day's learnings to give the audience a resonant voice.
- **Blogging/Podcasts:** We explore opportunities to intensify community participation with the selective use of influencers to inject different perspectives into the social conversation.

Webinars – Although not new, these remain a valuable online tool. We regularly use webinar platforms to brief speakers and engage delegates in the lead up to events. In the delivery of an Emerging Europe Mission, we supported three webinars held eight weeks before the mission, attracting over 350 UK companies to a market briefing and overview of opportunities.

AR/VR – We use Augmented and Virtual Reality regularly. For Fugro we used AR to create drilling rigs that work at ocean depths as an interactive sensation. For DIT at Farnborough 2018, we introduced a sonic chair and incorporated a VR experience to enhance the immersive sound of a destination experience. Animations – Valuable for injecting life into content, the treatment needs to be carefully considered to communicate core messages effectively. Animation assets can be carried through into collateral and pre/ post-event communications, and deployed as 'bite-size' versions that are optimised for multiple devices. They are produced by our in-house team.

There are few situations where online does not amplify and inexpensively extend the potential influence of a particular message. The important caveat is: Does the message reach the target audience effectively ... and does it then inspire the desired response? A similar question arises around innovation opportunities. At Bray Leino we accept that message – impact – audience – medium – cost are always connected. Innovation is always desirable if it definitely achieves the intended outcome ... but not at any cost.

Part C: the expertise or innovations that we will utilise to deliver content in diverse venues and locations (including high quality delivery of sound and vision).

Bray Leino is highly experienced in specifying, developing and delivering the creative production of live events at all types of locations around the globe. Venues have included conference centres, grade II listed buildings, heritage sites, stadia, offices, museums, galleries, aircraft hangers and all kinds of outdoor spaces. Our people have worked at the top of Table Mountain in Cape Town, The Acropolis in Athens and Kelvedon Hatch Nuclear Bunker. More straightforward locations include a race track in Lisbon, a beach in Bali and a Royal Dock in Bristol. Occasionally the toughest challenges come close to home: a short lead time (5 working days), a VIP host (the Secretary of State, Dr Liam Fox) and a modest but demanding audience (invitation-only VIPs and global media). With DIT's Export Truck as an additional event space, and the health and safety issues that must arise from using a working port as a venue, even relatively modest content delivery becomes a challenge. With fast, focused planning, Bray Leino's technical and production expertise prevailed.

Whether/ how to use technology is driven by the format and quality of the content, the ambition in terms of audience engagement and response, and the constraints of the environment! We aim to push boundaries in our activation of an ever-increasing range of high-quality tools:

Hybrid Events - Typically meetings and conferences that have both a physical and a remote component (where audiences participate virtually) are hybrids. These events are gaining traction as more and more events embrace in person and live-streamed attendees.

High Dynamic Range (HDR) – We are increasingly using HDR video as this becomes more mainstream (in the home and at events). Content created in HDR is much more impactful and is closer to how the human eye sees the world; with greater detail, it is a more compelling tool for communicating to audiences. We are specialists in specifying HDR- compatible displays.

Multi-channel surround sound - Rather than a traditional mono or stereo sound system, a multi-channel surround sound system provides a very real sense of 'position' for the source of the audio. We can make presenters sound as though they are speaking in very precise locations and help direct the audience attention towards the presenter.

Translation Apps – There are many apps that enhance audience participation. We especially like a Translation App that streams audio to your device in the language of your choice, even when you're not in the presentation room.

Curved displays - Combined with projection mapping, curved surfaces allow the design team to think about content in a very different way. This also benefits the audience with a range of sight lines to display surfaces now possible.

Advanced media servers - Augmented reality comes of age as real time object tracking allows 3D tracking of physical objects on stage and overlaying of digital content, creating believable augmented reality environments.

Presentation management systems - Networked for presentation distribution to multiple rooms, we can now ordinarily synchronise presentations across many locations in a venue utilising built-in venue networks or our own private LAN as required.

Artificial Intelligence (AI) - AI is an emerging technology that will have a profound effect on event planning to customer experience: hyper-personalised recommendations to planners regarding venues to advanced chatbots dealing with audience enquiries 24/7.

Robotic arms – Robotic technology is becoming viable to position screens in hard to reach spaces and then move them to other parts of the stage to allow presenter interaction and maximum audience engagement.

5G - The 5G mobile network is currently being rolled out in the UK and abroad. Connection speeds are so fast that it will provide a range of new viabilities: incredibly accurate remote technical demonstrations, increased security and AI behaviour tracking individuals.

A07 - Logistics

Part A: Quality & Value - how we will set up and manage preferred supplier agreements to leverage available funds that maximise service levels and derived value.

Bray Leino has been organising events around the world for more than four decades. In 2018, we delivered over 250 successful events in 20 countries. We have a core group of over 120 preferred logistics suppliers that already support our event delivery programmes. These suppliers have been working with us for 1-25 years; and have signed up to our preferred supplier framework. With this foundation, Bray Leino offers DIT a structured approach from a proven team combining vast experience with meticulous attention to detail.

Our established preferred supplier framework delivers reliability across multiple engagements and supports rapid mobilisation, reduced procurement time and volume discounts. These are live, effective, enduring partnerships built using the principles of BS11000 Collaborative Business Relationships, underpinned by a shared approach to quality management and professional UK standards; we expect our partners' staff to be as experienced and professional as our own and to be integral to the team that delivers successful programmes on behalf of our clients.

Trust is a vital part of these relationships; we therefore rigorously check all credentials prior to including individuals and suppliers on our preferred supplier framework: competence & capability (we undertake thorough reference checks); health and safety record; financial stability; value for money; corporate social responsibility and sustainability policies; compliance with all laws and regulations. We establish clear guidance on expectations as part of the framework agreement, and we regularly inspect goods and services in the months after engagement. Our suppliers, like ourselves, are subject to DIT's Standard Operating Procedures and cascaded SLA requirements. They, too, are required to demonstrate consistent achievement of high standards and continuous improvement, and we have dedicated staff to measure this. As importantly, they are also expected to commit to both internationally recognised OH&S standards and fair compensation. We manage quality alongside cost so that one is not achieved at the expense of the other.

Our logistics teams currently work closely with DIT to align our processes to the Events and Missions Road Map, working collaboratively to ensure milestones are achieved. This engagement ensures that we have a full understanding of the vision, purpose and objectives of each event, and this in turn informs the best possible logistics design from turnkey logistics event support to more active involvement from DIT. As part of our briefing process, we capture and share an overview of DIT's immediate and long-term objectives, as well as the objectives of the specific event or project. This overview includes information on the principal messages as well as the major stakeholders for an event; key supplier managers are also included in client team meetings when appropriate in order to ensure complete clarity across the team (all suppliers thus engaged are covered by NDAs). The guidance contained in the briefing documents, blended with processes refined over countless events, prepares our people to respond decisively and flexibly to changing demand and to scale up (or down) with speed and agility.

Our international events experience allows us to set up and control logistics budgets with a detailed understanding of the acceptable costs associated with any subcontracted activity. For example, for the UK Space Conference we successfully negotiated a 58% discount with the venue saving £154,000 on the cost of hire. Our substantial framework of goods and services suppliers is constantly being refreshed and updated. In April we delivered programmes in Amsterdam, Bilbao, Bologna, Guinea, Hamburg, Miami and Paris; in May we worked in Washington, Houston (twice) and Australia's Gold Coast; in June, we operated in Annecy, Basel, Oslo, Paris (again) and Philadelphia; every month we support vast volumes of logistics activity across the UK. Our preferred supplier framework serves to closely match an appropriate external resource to the task required, enabling our select suppliers to:

- Help guarantee service delivery through local knowledge and connectivity
- Improve the quality of the event by providing additional capacity or capability
- Often offer a lower cost solution (eg a local supply chain for an overseas event)
- Support innovation and better manage reduced lead times

This substantial volume of secure logistics delivered every month sets us apart from our competitors. It enables us to generate genuine volume pricing deals (which already benefit DIT). Where, however, a quotation is evidently not competitive and negotiations fail to provide a satisfactory solution,

we are not afraid to seek new suppliers and drive competitive pricing through sourcing alternative quotes. In this context, we will normally tender three similar suppliers and appoint on the basis of the Most Economically Advantageous Tender (MEAT).

Part B: Quality & Value - our method for providing high quality logistics services, evaluating our performance and driving continuous improvement in the end-to-end delivery.

There are two parts to the logistics equation for DIT's Specialist Live Events contract:

1. The meticulous planning, forensic attention to detail and service experience of the Event Managers (logistics specialists) that shape and inform the VIP/delegate programme; and

2. The performance of the venues, hoteliers, transportation providers, caterers, concierges, security staff and myriad other suppliers, and the Event Managers themselves, that contribute to the personal experience of each VIP and delegate.

We have evaluation processes for each of these distinct groups: the Event Managers and Planners, and the diverse deliverers on the day.

A successful event is built on logistics. Bray Leino has over 40 years' experience of delivering high quality events involving complex logistics; our Event Managers have arranged (and are arranging on a daily basis) many thousands of successful delegate journeys for DIT. For the annual 3-day CYBERUK event, we handle 2,500+ delegates, 7 plenary sessions, 240+ speakers, 105 sponsors and exhibitors and 5 partner events. At the other end of the logistics spectrum, Bray Leino delivered the launch of the National Cyber Security Centre opened by Her Majesty the Queen and His Royal Highness the Duke of Edinburgh, accompanied by five cabinet Ministers and 200 C-Suite delegates. With a four-week lead time and limited access to the NCSC Headquarters, we successfully delivered a seamless logistics experience from invitation and RSVP process, through coordination with Buckingham Palace and Ministers' offices, protocol, accreditation, transport to catering and on-site management. These extremes – huge volume and high importance to the UK – are feasible because we have dozens of immensely experienced logistics specialists on staff, and collectively they create an unparalleled resource knowledge pool.

Knowledge on its own is not enough; one of the principal attractive features of the Bray Leino environment is its collegiate atmosphere and this was recognised last month in C&IT's Award to the Agency as one of the 'Best Places to Work'. We retain staff at 3x the industry average, building a teamwork environment where junior staff are mentored, and support and advice is always available and willingly shared. Our back-of-house Operations Team is responsible for checking, measuring and evaluating all of the client, stakeholder and participant feedback and anecdotal reaction that we receive about our people and our suppliers. They:

1. collate it so that it is available (on the supplier framework) and actionable;
2. review it with 3rd party suppliers (where appropriate) and secure their response/input;
3. share their findings for decision-making and awareness amongst the team.

At weekly Operations Meetings, chaired by the Operations Director, all of the (available) Event Directors, Event Managers and Event Executives receive the positive feedback about both suppliers and colleagues that validates their efforts and inspires them to deliver more of the same. Similarly, they address challenges encountered and lessons learned; the Operations Director highlights areas of concern, provides material to support renegotiation of supplier charges, creates supplier alerts and, occasionally, causes suppliers to be deleted from our framework. Where appropriate, new SOPs are developed for application across the team. This evidence-driven approach delivered in regular constructive sessions underpins all Bray Leino's efforts to acknowledge excellence and drive continuous improvement.

We are meticulous and tenacious in measuring feedback: forms distributed at event; key stakeholder interviews; poll data at key locations using apps/ interactive features to gather behaviour change; curated iPad surveys; and electronic analytics post- event. We follow up by phone and in person to increase feedback responses; we check back with customers to confirm that activity yielded beneficial results. After each event, we provide an in-depth analysis of all feedback and hold a full review with the client and key stakeholders. The formula for logistics success is doing many small things brilliantly, time and time again, with evident courtesy and delight. Against this broad measure, our DIT events in the last six months have been scored as follows:

- KPI 5: Authority stakeholders quality rating, 4.75 out of 5 (average all events)
- KPI 6: Attendee 'overall quality' rating (4 or 5) on feedback forms, 92% (average all events)
- KPI 7: Client score on 'overall satisfaction', 97.5% (average all events)

DIT's stakeholders, partners and delegates are consistently scoring Bray Leino teams with high satisfaction ratings. For our people, maintaining this evaluation is a massive incentive to drive more improvement. As Ken Allen, MD of DHL, famously observed: "What gets measured, gets done!"

Part C: Scalability - how we will resource and respond to last minute service requirements in response to VIP activities noting that these can be complex and require rapid turnaround.

Bray Leino operates at scale and with urgency 365 days a year. We have long recognised that the event industry has moved so that many clients are obliged to operate with short-notice decision-making. We acknowledge that UK Government Departments (and DIT in particular) must respond to events around the world, and that this inevitably has an impact in terms of unplanned opportunities and adjustments to planned programmes. We have the capacity and capability to both respond to urgent requests and impeccably deliver multiple large-scale events simultaneously all year round.

We know from experience that DIT requires high- quality events in a range of formats, sizes and locations globally, and that from time-to-time DIT arranges for ministers or other VIPs to attend such events. Their presence normally provides valuable exposure to UK businesses, sectors or causes. For example, in December 2018 we provided production and on- site management for two Secretary of State media announcements with less than one week's notice in each case. In January, we delivered DIT's presence at CES in Las Vegas, two pavilions at Arab Health in Dubai, an exporter fair in London, DIT's presence at Autosport, an Advanced Engineering roadshow to four locations in the UK and a ministerial reception in the North East. As a preferred event supplier to the UK government over many years, we have extensive experience supporting ad hoc VIP opportunities and already have the systems and resources in place to proactively respond to such needs.

We already have in place an experienced senior manager as a nominated contact to respond urgently to last minute requests through our current contract; in this proposal and offer, we have also identified a Single Point of Contact (SPoC). In all cases, as soon as we are notified, we mobilise a highly experienced and dedicated VIP Concierge team as part of the larger group responding to the brief. We know it is essential to work quickly and closely with the VIPs and their teams in order to understand the needs and constraints that busy VIP schedules and onerous responsibilities impose ... and to do this, we do whatever it takes: work from Whitehall Place; mobilise to the VIP's offices; decamp to remote sites; or attend early morning/late night meetings. Whilst we are always mindful of guidance from DIT teams, we look to be proactive in understanding what aspects of the VIPs' involvement will shape how the event is organised and structured.

From the first touch-point to the post-event wash up, we plan for these VIP contributors to be impressed with the process. This is achieved through timely delivery of information, quick responses to questions and friendly, confident, professional engagement: by email, through telephone support and face-to-face. They expect and receive continuity of support from logistics- trained event professionals that are expert at dealing with complexity and intensity ... all while maintaining a calm demeanour. We liaise with DIT to provide VIPs with a comprehensive briefing document that sets out UK messaging at the event, ensuring that any planned VIP speeches or engagements strengthen the UK narrative. We participate in walkthroughs, develop a risk assessment and mitigating action document, and contribute to a detailed Security Plan. We agree transport and arrival details with the VIPs' teams, working with them on a detailed event plan that identifies all relevant actions during the day, including a schedule and biographies for individuals that the VIPs will likely meet. We build Protocol Plans, understanding the stature of other VIPs present at events, ensuring that there is clarity in precedence of arrival, speaking and positioning on stage; we also provide support at press conferences and photo calls to make sure that applicable protocols are not breached. Our VIP Concierge team knows that they must rapidly understand the context of VIP schedules and activities; appreciate and anticipate the potential for change; ensure that the principals' interests and welfare are thoroughly and carefully considered; and satisfy the VIPs' teams on these points. We also service any additional requests including travel, accommodation, restaurant bookings and entertainment. Where appropriate, we provide a spousal programme with interesting and engaging activities.

We fully integrate our VIP Concierge service into the wider event delivery team. By embedding these dedicated individuals into the delivery team, we ensure that the needs of the VIP are core to the planning of the event. Whilst these specialists are arranging travel, transfer, accommodation, meetings, hospitality and bookings for key individuals (including, where appropriate, their support staff), the rest of the team can focus on delivering the larger project. They represent a dedicated communication channel, aiming to keep their principals closely informed. This also extends to their interactions with our preferred supplier framework, enabling us to ensure that these support service providers also have a complete understanding of urgency and importance.

In the past 12 months, we have produced events that have included a broad selection of VIPs:

- Royalty: HRH, The Queen, and HRH, The Prince of Wales
- Heads of State: leaders from twelve countries
- Politicians: The Rt. Hon. Theresa May MP, The Rt. Hon. Dr. Liam Fox MP, and twelve other UK Government ministers
- Thought leaders: Bill Gates, Tim Peake, Chimamanda Ngozi Adichie and many others

During and at the end of every event we look to capture what went well and where the VIP and attendee experience could be improved or costs reduced. This information is used to focus process (and people) development. We also work with suppliers to develop, capture and share best practice, ensuring that we lift standards across the whole team and cascade this to other teams through our Event Directors' forum.

Our ability to respond rapidly to last-minute VIP requirements is a function of commitment to having this resource consistently available, and our scale. As well as access to excellent relationships with the many competent, independent professionals available in the market (as others do), we simply have more capable, full-time, in-house staff at our disposal at any given time. This translates to more flexibility with how we commit our people to cope with fluctuating demand, enabling us to better designate the best talent to deal with pressing VIP needs. We know that there will be a, programme-critical requirement for VIP support arising out of the Specialist Live Event Services contract; we can and will have a large, fully-equipped, expert staff in reserve and ready to address these needs at little or no notice.

Part D: Scalability - our method for demand management to be able to scale up to meet peak periods of demand, maintain service standards and optimise value for money.

Offering the scale of one of the largest B2B Agencies in the UK, Bray Leino has a resource pool of 130 professional event staff as well as excellent relationships with the event supply chain. We have now grown to the point that on any given day there are multiple marketing, event or exhibition programmes being prepared, delivered or dismantled, simultaneously, on more than one continent. In order to sustain this level of activity, the firm has to have the flexibility and connectivity to scale up quickly. The core facilities at our headquarters are now staffed so that they can support delivery teams in different time zones on a 24-hour basis, as and when needed.

We also have a strong network of tried and tested independent professionals who work with us regularly, deepening and strengthening our pool of available talent across many disciplines. These experts are well known to us and often support and enhance our relationships with our clients. They are a vital part of our global reach; alongside our core project management team, they facilitate and complement enduring and durable partnerships with key subcontractors in all major markets. Our regular presence in these regional markets, supporting different clients, keeps these vital relationships fresh and allows us to more cost-effectively support DIT activity abroad when the occasion arises.

With the introduction of our Bray Leino Goswell Road facility, we have a 'permanent' London base from which our core DIT team can support the Department. Whilst our headquarters remains in the West, Goswell Road allows us to base key staff on the DIT account in London... and make all staff on the account available at attractive offices that are convenient for DIT teams. With a dedicated, well-

equipped and easily accessible London office, we can also attract and engage many of the expert event staff based in and around the capital, and integrate them into our event teams. They have access to our internal project management software, enabling them to be fully conversant with the projects they are working on in real time; they are generally shadowed and managed by our Event Directors.

Bray Leino achieves value for money by separating procurement functions from front line event and logistics services. The responsibility for negotiating and procuring goods and services is established via supplier frameworks and advanced procurement strategies. With so much of our supply base part of these frameworks, we are in a much better position to maintain control of costs when heightened demand applies and premiums might result from short-notice requests. Valuable long-term relationships are by far the best protection against short-term premium-pricing.

Where appropriate, stands and assets are repurposed and DIT benefits from the associated cost savings. Our approach is modular by choice, minimising unnecessary variation and duplication, focusing on adding value. Our Supplier Framework compares suppliers delivering similar services on a regular basis and this also aims to ensure we are maintaining the best quality and value. That comes not just through the quality of services delivered but also through the quality of the personal communication before, during and after the event.

We recognise that one of the early tasks once the Specialist Live Event contract is issued will be to agree KPIs and establish a calendar for Governance Meetings. We have KPIs in place that cover our current activity on behalf of DIT; the most recent report confirms that all of the KPIs for the current contract have been fully achieved to the standard set, and for the financial KPIs we are returning savings on agreed and approved charges. Continuous assessment and development are driving empirical improvements at all stages of our event delivery.

A08 – IT and Communications

Our approach to IT data and system requirements set out in this ITFC and support of the Services to be provided.

Bray Leino – Digital by Design

Bray Leino's award-winning, 60-strong, digital team constantly reviews ways to improve the delivery and management of events. Our systems are flexible, agile and user-focused. Through our delivery of the DIT Core Events Programme we have demonstrated our ability to capture, enter and analyse data efficiently and securely using DIT's systems. We have also proved that we communicate effectively with delegates. We place the highest priority on ensuring all team members are motivated and trained to follow digital and data safety and security protocols. This is reflected in our appointment as event partner by the UK Government's National Cyber Security Centre.

Accessing DIT's Web-Based Applications

Bray Leino routinely provides staff members with access to clients' web-based applications. We already provide this service for DIT's Core Events Programme. Named members of our DIT delivery team are security cleared to Basic Disclosure and trained fully in the use of DataHub. We create events on DataHub, manage and analyse event feedback and we always meet DIT deadlines when collating and submitting attendance data. Our performance in the timely and accurate uploading of data is measured as a Key Performance Indicator (KPI) and forms part of the Performance Management Framework (PMF). We always achieve this requirement.

Ensuring Data Accuracy: Bray Leino staff members are required to cross check data submissions, matching attendance data collected at event with pre-event registration data. Data is only entered onto DataHub once all checks have been completed. All documents containing personal data will be password protected. Following the upload to DataHub, any documents including attendance data will be deleted from our hardware.

Delegate Communications

Bray Leino ensures that delegate communications are tailored for specific events and dedicated event email addresses and in-boxes are always created. Our delivery teams are conversant with the Cheetah Digital/ Experian platform currently used by DIT. We are skilled in designing and executing on brand email marketing campaigns. When delivering the Specialist Live Events programme we will match the delegate response times achieved with the Bray Leino DIT Core Events Programme – all calls will be answered within three rings between business hours (8am – 6pm) and all emails will be responded to within one business day, often within four hours.

DIT Event Hub (Aventri)

Delivering DIT's Core Events Programme, Bray Leino has demonstrated our commitment to using DIT's web-based applications. We have an in-house Aventri Champion and routinely use the DIT Event Hub (Aventri) to design and build event websites. Copy is consistent, succinct and in plain English, in line with the Government's digital content guidelines. We maintain and update event websites throughout their lifecycle.

Using EventHub for Delegate Interaction

Marketing Materials: Marketing materials will be uploaded to the EventHub. This will be achieved by embedding a file, attaching a PDF or video to the webpage, or linking a document to the event listing.

Event Details: We will ensure the venue and location are always included.

Speakers: The timely addition of speakers is important for event recruitment and they will be added to EventHub as soon as they are confirmed.

Attendee Reports: The Bray Leino team will be trained to pull and interpret attendee data for any event. The document to be shared will be saved onto the secure drive password protected.

Administer Payments: Bray Leino WorldPay account is integrated with EventHub and we are able to accept payments from multiple card types, globally. In addition, if SMEs do not want to pay via Credit Card, we issue fully compliant (with tax and VAT) invoices to issue. All payments are tracked at transaction level and reporting is provided to DIT in granular detail.

Email Marketing: Bray Leino is experienced in using EventHub to drive email-marketing campaigns for the Core Events programme. When appropriate, delivery teams will also work with DIT on content that is pushed out via twitter and other forms of social media.

Market Segmentation Analysis: Bray Leino will ensure all data fields are completed, enabling the wider DIT event team to analyse post event data.

Event Delivery Feedback: Bray Leino has produced Lessons Learned documents for every event we have delivered on behalf of DIT since October 2017. We have honed our report formats, presenting outcomes with clarity and identifying specific improvement points.

Tracking Progress: Full project plans with critical time paths will be produced for all events, identifying key milestones. This working document will be available to the DIT event team as part of the project oversight. It will support weekly event calls, and will be updated as the project progresses. A risk register will identify potential areas of concern and recommended measures for their mitigation.

GREAT Asset Library: All key documents will be uploaded to the GREAT Asset Library as part of the event closedown.

Integration, Compatibility and Systems Resilience

Government Digital Design Principles: We will follow the Government Digital Design Principles, focusing on the end user. Systems will be designed around managing data to deliver improvement and they will be accessible, meeting Government guidelines. This approach is exemplified in our delivery of the DIT Core Events Programme, where we create and test templates for event listings and then use them consistently across all sectors. Creating scores of listings on the DIT EventHub each year means we have data to analyse and improve their performance.

Data Securities Policies and Management: In planning our approach to managing data security we modelled data usage to identify high-risk areas. This includes data storage, ownership, access and transfer between users, access by partners and managing data when operating internationally. To ensure effective data management we rigorously apply a range of policies and procedures including:

- **ICT Equipment – Meeting Government Standards:** We use industry standard and open systems (Windows 10) compatible with Explorer 11. Our current Microsoft office versions are Office 365 Version 1906, which is equivalent to Microsoft Office 2016.
- **Systems Support:** All IT systems used for mobile, office-based and online systems are fully patched, supported and maintained by the agency.
- **Laptop Encryption:** All Bray Leino laptops are whole disk encrypted with Bitlocker, running in TPM + PIN mode. Network security is verified externally and Bray Leino is Cyber Essentials Certified.
- **Security Cleared Team Members:** Bray Leino will commit to ensuring that all members of staff with access to the EventHub back end are security cleared at a level determined by DIT.

Data Handling Policy: Michael Solomon, Head of IT, has corporate responsibility for ensuring the rigour and effectiveness of our IT and Communications Systems. Our company data handling policy is aligned to ISO 27001: Information Security Management Principles.

GDPR: Bray Leino is fully compliant with the General Data Protection Regulation (GDPR). We have developed robust internal and external protocols for event delivery. All personnel data (including, but not limited to staff, speakers and delegates) is handled in full accordance with GDPR. Printed lists are always accounted for during live event delivery and securely destroyed post event. We hold mandatory training sessions for all staff to ensure we are all fully aware of the requirements of GDPR and provide ongoing GDPR workshops and drop-in surgeries to answer questions and provide guidance, particularly relating to handling data on behalf of our clients.

A09 – Event Activation

DIT Commissioned Events - Project Plan / Critical Time Path

			Complete	Due	Ongoing	Coverdue	Milestone (M)
ACTIVITY	LEAD	Responsibility - Bray Leino Lead	WEEKS →				
Project Management							
Submit Event Brief	DIT	DIT Event Lead	M				
Identify Project team	Bray Leino	Account Manager					
Project scoping meeting	Bray Leino	Account Manager					
Project Launch Call - Agenda provided by Bray Leino	All	Account Manager			M		
QA engagement	Bray Leino	QA					
Project update meetings/calls	All	Account Manager					
Agree objectives, KPIs and measures of success	All	Account Manager					
Review lessons learnt from previous event/s (if applicable)	All	Account Manager					
Agree project Roles & Responsibilities	All	Account Manager					
Create core documents (Project Plan, Budget, Risk Register, Stakeholder map)	All	Event Director					
Agree reporting frequency and format - subject to event type	All	Account Manager					
Agree marketing and communications plan	All	Account Manager					
Define outline content requirement	DIT	Content Producer					
Finance							
Determine outline budget	DIT	Account Manager					
Create project in EASL	Bray Leino	Event Director					
Submit draft budget	Bray Leino	Event Director					
Budget approval	DIT	Account Manager					
Provide PO	DIT	Account Manager					
Agree payment schedule if stage payments are required	All	Account Manager					
Ongoing budget updates	Bray Leino	Event Director					
Budget: Submit reconciled budget	Bray Leino	Event Director					
Venue, Suppliers & Logistics							
Venue: Agree requirements / brief for venue sourcing	All	Event Director					
Venue: Complete search and submit options	Bray Leino	Event Manager					
Venue: Select venue/s	DIT	DIT Event Lead					
Venue: Book venue/s and sign contract/s	Bray Leino	Event Manager					
Catering: Contact British companies for provision of catering - if appropriate	Bray Leino	Event Manager					
Catering: Agree on menus per venue, including drinks reception	All	Event Manager					
Catering: Submit dietary requirements incl table plan (if needed)	Bray Leino	Event Manager					
Logistics: Propose and Select accommodation options	Bray Leino	Event Manager					
Logistics: Book accommodation	Bray Leino	Event Executive					
Logistics: Book Bray Leino onsite staff travel and accommodation	Bray Leino	Event Executive					
Production							
Agree requirements and roles and responsibilities	All	Head of Production					
Complete site recce	Bray Leino	Head of Production					
Draft production proposal, staging, showcase, AV etc.	Bray Leino	Creative Director					
Agree production elements	All	DIT Event Lead					
Create 3D drawings	Bray Leino	3D Renderer					
Source specialist content provider	Bray Leino	Content Producer					
H&S and RAMS documents created and submitted	Bray Leino	H&S Officer					

ACTIVITY	LEAD	Responsibility - Bray Leino Lead	WEEKS →				
Creative, Content & Branding							
Creative workshop	All	Creative Director					
Present creative routes x 3	Bray Leino	Creative Director					
Select preferred creative route and develop	DIT	DIT Event Lead					
Agree messaging and channels	All	Creative Director					
Develop 3D renders	Bray Leino	3D Renderer					
Feedback on creative	DIT	DIT Event Lead					
Confirm creative approach and design	DIT	DIT Event Lead					
Content development workshop	All	Creative Director					
Stakeholder engagement session	All	Content Producer					
Programme development	All	Content Producer					
Identify contributors	Bray Leino	Content Producer					
Comms: Content providers	Bray Leino	Content Producer					
Develop content strategy and outputs	Bray Leino	Content Producer					
Brief content creators (e.g. animators)	Bray Leino	Content Producer					
Develop programme	All	Content Producer					
Delegate Management & Communications							
Set up a dedicated event-specific email address	Bray Leino	Event Executive					
Website: Agree registration questions and 121 requirement	Bray Leino	Event Manager					
Website: Design, test and provide link for approval	Bray Leino	Event Executive					
Website: Test and approve	Bray Leino	Event Manager					
Website: Live	Bray Leino	Event Manager					
Delegates: Agree target delegate/invitation/guest list	DIT	DIT Event Lead					
Delegates: Agree shortlist and approval process	All	Event Director					
Invitation: Design and provide draft for approval	Bray Leino	Graphics Designer					
Invitation: Approve invitation	DIT	DIT Event Lead					
Invitation: Provide guest list for invitations	DIT	DIT Event Lead					
Invitation: Distribute invitation to guest list	Bray Leino	Event Executive					
Invitation: Follow up reminder emails	Bray Leino	Event Executive					
Registrations: Regular updates on delegate registrations	Bray Leino	Event Executive					
Registrations: Deadline for registrations	Bray Leino	Event Manager					
Registrations: Approve final registration list	DIT	DIT Event Lead					
Joining Instructions: Create draft version	Bray Leino	Event Manager					
Joining Instructions: Approve pre-departure information	DIT	DIT Event Lead					
Joining Instructions: Distribute to all registered delegates and attendees	Bray Leino	Event Executive					
Security Risk consultant report	Bray Leino	H&S Officer					
Event Collateral							
Determine event collateral (digital and printed)	All	Event Director					
Brochure: Collate brochure entries	Bray Leino	Event Manager					
Brochure: Design and submit for approval	Bray Leino	Graphics Designer					
Brochure: Create print-ready version or digital version	Bray Leino	Graphics Designer					
Name Badges: Design, and submit for approval	Bray Leino	Graphics Designer					
Name Badges: Approve	DIT	DIT Event Lead					
Seating Plan: Confirm - if appropriate	Bray Leino	Event Manager					
Post Event							
Agree post-event comms including any feedback	All	Account Manager					
Comms: Send thank you email and evaluation survey link for approval	Bray Leino	Event Executive					
Evaluation/Reporting: Collate results of evaluation survey	Bray Leino	Event Manager					
Evaluation/Reporting: Create evaluation report	Bray Leino	Event Director					
Evaluation/Reporting: Wash up meeting	Bray Leino	Account Manager					
Event close-down	Bray Leino	Event Director					

With the type of complex high-profile projects envisaged in the Special Live Events brief, the need for shared understanding of the plan and discipline in how the related information is presented, circulated and updated are absolutely essential. We acknowledge that there will be considerable differences in the types of events commissioned; in all cases, however, we follow the same structured approach and consider all of the principal steps.

STAGE 1

INITIATION and SCOPING

1. Brief arrives from DIT
2. Supplement DIT-supplied information in order to determine the objectives, key messages, broad parameters (audiences/ dates/ locations), deliverables, scope and proposed budget
3. Identify Bray Leino project team; schedule Launch Meeting (or Call)
4. Set up project in EASL & key project documents on our systems; make these available to DIT
5. Apply trusted methodologies to identify the criteria for determining an OASIS-based approach to project delivery
6. Research key stakeholders; identify their priorities; ensure that project briefings are prepared
7. Nominate one individual to have specific responsibility to oversee Quality on- and off-site, ensuring that Quality Assurance (QA) is effective & documentation is in place.
8. Consult with Operations Team on necessary resources for delivery, including specified back-ups for key team members; determine roles and key responsibilities for each resource
9. Develop indicative budget is on EASL – our robust financial management system; EASL provides detailed time, budget and finance management information
10. Indicative time allocations for each team member are established in EASL and then tracked
11. Review lessons learnt from previous events if available

STAGE 2

LAUNCH

1. Bray Leino set and circulate agenda for meeting
2. Identify key Stakeholders and ensure responsibilities for interaction are well defined.
3. Establish key performance indicators (KPIs) to monitor performance across all deliverables.
4. Implement OASIS thinking to ensure successful project implementation through a coordinated approach to all messaging
5. Agree date and time for Creative Workshop to interrogate brief and evolve response strategy in conjunction with DIT and in line with OASIS principles
6. Develop timeline for creative asset production and sample approvals (if required)
7. Agree date and time for Content Development Workshop to cascade the key messaging into specific event themes and potential content contributors
8. Initial risk identification so that the project team can carefully detail all potential hazards and put in place full recovery, mitigation or contingency measures.
9. Agree sign-off, approval (and escalation) and change management processes to help ensure that the project costs remain within the parameters of the given budget and we remove the risk of project failure to meet cost, schedule or goals
10. Confirm that environmental issues are being assessed, and Bray Leino's commitments to ETI sourcing, FSC-certified timber, VOC-free solvents and recycled materials are not breached
11. The Critical Time Path is developed with anticipated key milestones determined
12. Discuss the Resource Plan; adapt to reflect any opportunities arising from Launch Meeting
13. Request PO from DIT to enable financial team to commission and pay for third party services
14. Schedule face-to-face project meetings/calls and set calendar dates
15. Record all key actions and circulate

STAGE 3

PRE-EVENT DELIVERY

1. Convene the Creative Workshop around OASIS principles and develop the Creative Proposition and event thematic
2. Convene the Content Workshop and establish a messaging matrix so that content themes are structured to flow seamlessly through the event programme
3. Develop and Audience Acquisition strategy and set parameters for each category
4. Critical Time Path (CTP): identify all of the Commercial, Creative, Production and Operational requirements, assign a timeline and owner, and distribute list of deadlines
5. Set key milestones so that regular Project Planning Meetings can ensure that the project remains on schedule and slippage in supplier delivery is promptly identified
6. Convene regular Project Planning Meeting, review reports and updates, and ensure that these are followed-up with Contact Reports
7. Work in close partnership with Stakeholders and provide continuous, coherent communication; update key documents, reports and figures between briefing meetings
8. Set Action Trackers to monitor the follow-ups from Contact Reports and Status Updates, with designated individuals and actionable timeframes so that accountability is maintained
9. Specify the precise quantities of labour, equipment and materials needed
10. Provide detailed plans and specifications for all technical and staging disciplines; regularly monitor performance and quality with planned and unplanned attendance at contractors
11. Maintain overview of project on EASL, ensuring that the detailed budget and project management information it provides accurately reflects the projected values
12. Provide DIT with a clear cost and payment schedule; proactively manage this to ensure that DIT teams are aware of forthcoming dates where cancellation charges may apply
13. Monitor application of change management processes and ensure appropriate updates to budget, personnel and project timelines
14. Facilitate the project management process through standardisation and reviews, early and often enough within the process to allow for corrections
15. Ensure that all event team members have allocated responsibilities for QA within their specialisations; use the QA reporting structure to identify, report and address quality issues
16. Maintain ongoing risk identification and management; acknowledge that project delivery is an interactive process where the requirements of the project – creatively, technically and operationally – constantly change, develop and evolve
17. Confirm that H&S Manager is undertaking stringent RAMS (Risk Assessment/Method Statement) checks to ensure that design and fabrication work is being planned and carried out safely, and that H&S policies are kept scrupulously up-to-date
18. Check that disability inclusive practice and access is incorporated in the design and planning process: mobility, staging access, seating sightlines, audio loops, toilets, and signage

STAGE 4

EVENT DELIVERY

1. Prepare final Status Update Meeting and ensure prompt Contact Report is issued for actions prior to on-site mobilisation
2. Finalise all Action Trackers; confirm planned activity completed before teams mobilise on-site
3. Prepare and issue site file and circulate to all teams and DIT
4. Ensure the safety and wellbeing of attendees, guests and staff by implementing our proven Risk Management strategy; identify all risks to the event, audience and crew; evaluate these against an international scale; take clear action to eliminate or minimise to acceptable levels
5. Confirm that health and safety policies and construction methods are being adhered to throughout the on-site build and dismantle phases, and on-site safety briefings are being conducted; issue PPE to DIT if needed
6. Confirm that the attendee experience we deliver is in line with our legislative obligations under DDA 1995... as a minimum

STAGE 5

EVALUATION

1. Review and agree final budget summary; prepare and issue invoicing accordingly
2. Conduct in-depth 360° evaluation and
3. Analyse DIT and stakeholder feedback, and identify key learnings for future events
4. Review reports which assess both learnings and performance against KPIs
5. Convene Wash-up call/meeting with DITs and discuss feedback received
6. Confirm that our health and safety policies and construction methods have been adhered to throughout the project and that there are no new learnings

A10 – Financial & Supply Chain Management

Part A: how we will apply discipline to financial management (including banking, debt and cash flow) with appropriate segregation of duties.

Bray Leino is part of a £60m agency with 130 event staff, and has been providing similar services to those in the tender for over 40 years. In 2018 we produced over 400 events across 20 countries, attracting thousands of paying delegates. We have developed our own financial management system – EASL – which provides robust and detailed information to support finance management and project budgeting. We operate a transparent accounting process with DIT; our systems are available to audit and already proven to DIT's satisfaction.

EASL is specifically designed to manage the complex finance transactions required for international event programmes. At Milan Expo 2015, for example, Bray Leino managed 135 separate events on behalf of DIT, each with its own budget and transaction record. Similarly, we are currently working through a 3-year contract on behalf of HS2 with an anticipated total spend of £2.4m. The agreement is based on the expectation of 180 individual events being delivered during the contract period, each having its own budget head and itemised accounting. All of these transactions are managed through EASL.

We recognise that managing programmes measured in £millions requires qualified financial expertise and rigorous oversight. To that end, our Finance Team is headed by a Chartered Accountant, [REDACTED] (ACA), and operates separately and independently from our account management and delivery teams. [REDACTED] is supported by our dedicated Project Accountant, [REDACTED] (CIMA Dip MA). [REDACTED] is acutely aware of the flexibility needed in the event industry and manages [REDACTED] financial purview so that risks are mitigated without compromising the viability of the event. [REDACTED] responsibilities include:

- Management accounting
- Purchase ledger
- Financial reporting
- Accounts payable
- Finance system security
- Sales ledger
- Audits (internal, client and annual)
- Invoicing and credit control
- Cash flow management
- Supplier commercial checks
- Client reporting – invoicing and income collection

Information on EASL is live and accurate; all financial activities are driven by this system. [REDACTED] reviews this activity on an ongoing basis, conducting internal audits to ensure that project teams are adhering to DIT guidelines and managing budgets in accordance with Bray Leino's finance policies, approved accounting procedures and financial best practice. This also includes segregation of duties within Finance; for example, sales and purchase ledgers are managed separately within the Finance Team. [REDACTED] is responsible for the financial KPIs relating to major contracts, and has built up an excellent working relationship with client finance teams. Our Finance Team also provides training and support to the delivery teams, driving continuous improvement and long-term cost reduction.

PROFESSIONAL FINANCIAL MANAGEMENT

Our budget system is designed to give a high degree of clarity so that DIT budget holders can be confident that they have a clear understanding of quality, quantity and timescale for secure delivery. There is a strong connection between the line item sums we allocate in our budgets and the descriptive text, drawings, plans, visuals, capacities, sizes and amounts that support the proposed expenditure. We look to embed value for money, reducing costs that do not enhance value wherever possible, and always achieve a high degree of accuracy. In the last three years, across hundreds of DIT events, our

budget costs are <2.0% variation of actual cost giving the current contract Event Producers substantial confidence in our financial planning capability. This has resulted in KPI scores of 100% for the two DIT financial management performance measures (in our current contract) over the last 12 months.

Our budget and finance disciplines are linked through EASL. All costs associated with a service or supply have a clear audit trail, documented on the system. Each event is given a unique 'Project Number' within the contract, and each project is broken down into key work packages and cost lines:

- Client engagement
- Venue charges
- Project management (by activity)
- Stand development and build
- Design and branding
- Logistics and transport
- Graphics and marketing materials
- Travel and accommodation
- Other materials
- Third party costs

All budgets are signed off by DIT and POs issued before work commences; EASL then allows spend to be closely managed against the approved budget. Regular updates are provided; any changes in scope trigger a discussion and possible request for an additional PO. When we believe that an event can be produced for less than the planned budget, we work with DIT's Live Events Team to reallocate spend; we are familiar with DIT's uplift procedures. Experienced members of the team work with our financial systems and apply careful budget management to all projects to flag potential overspend issues early; this allows corrective action to be taken before budgets are compromised. Financial competence is a key component of our offer, and of our ongoing relationship with DIT.

Bray Leino is part of a Group with more than £4.65m of nett current assets. This financial stability allows us to comfortably manage cashflow and banking requirements alongside secure delivery of our services. We have an excellent credit rating and can access both short- and long-term financing at competitive rates (if required). In our current DIT contract, we work closely with DIT Finance to manage cashflow relating to the contract and individual events. For significant sums that secure 3rd party services, we always request that a PO is in place before committing to these costs and generally make staged payments for significant outlays. We process payments to suppliers and invoice DIT simultaneously; this ensures that we are in a relatively cash neutral position and mitigates risks arising without compromising the integrity of the event. Our cash position is also bolstered by ensuring that all of our event projects are reconciled in a timely manner.

■ and our Finance Team have rigorous processes in place to ensure that incoming remittances are collected as contracted. Exhibitors, participants and sponsors (and clients) that are late making payments receive a follow-up call, and a formal letter after 60 days. After this time, the matter is passed to our solicitors. The UK Space Conference is a working example of our efficient cash collection process. With a budget of £500,000, over £150,000 was invoiced for sponsorship and exhibition sales and over 1,000 fee-paying delegates made payments for the event via our event website and bespoke payment gateway facility.

Bray Leino has extensive experience in delivering exhibitions and events in major non-UK markets; this affords us a detailed understanding of the reasonable costs associated with sub-contracted services in Europe, the Middle East, Asia and the Americas. Our event volumes provide us with purchasing leverage and bulk discounts which we pass on. We drive value for money and minimise risk by:

- Conducting a meticulous assessment of supplier competence
- Generating a detailed specification of requirements
- Adopting a rigorous and fair procurement process

- Regularly reviewing and comparing supplier costs
- Applying expert knowledge of cost and value
- Embracing modular design (of programmes as well as structures) to reduce costs
- Utilising standard, non-proprietary solutions wherever and whenever practicable

We also apply effective performance measures on our suppliers (client feedback, supplier review, delegate satisfaction surveys) through our Supplier Comparison Framework to ensure that we are continually maintaining the best balance of quality and value.

Each event programme for DIT has (and will have), a dedicated delivery team ensuring continuity through the planning and on-site phases and clear ownership of project cost management. This is processed through EASL so that all production costs can be monitored live, evaluated and thereby controlled. All suppliers are contracted to the programme through POs aligned with phased DIT budget-section approvals; original supplier invoices are scanned and logged on the system to maintain transparency and balance receivables with delivery commitments. Exchange rate direction is forecast and purchase decisions timed accordingly; in 2018, Bray Leino purchased €1,000,000 as a hedge against adverse sterling fluctuations. Our delivery team is able to give DIT's Live Events Team a high level of confidence about the secure financial condition of the event programme at all times throughout the contract.

Part B/a: how we will ensure submission of timely, accurate invoicing and closure of projects.

Invoicing is one of the many financial processes managed in our EASL finance system. When an event programme is contracted, we confirm the invoice schedule with DIT, and the Finance Team issues monthly invoices for work completed within the relevant time period. All of our invoices are backed up by clear evidence-based records; where documents are required, these are included with the invoice. We track and provide regular monthly reports on invoices issued, on spend against POs, on value in kind, and on income collected or transferred including a breakdown of the VAT and non-VAT elements. This is detailed down to single payments received from individual delegates or sponsors. The system works with such efficiency that there has never been an invoice presented by Bray Leino that has been rejected by DIT.

We make sure that all invoices are accurate and timely; EASL raises a flag if a forecast invoice has not been raised. █████ provides DIT with a monthly budget review which includes the invoice schedule and outlines the status of projects in progress so that DIT's Event Producers have a clear and accurate understanding of committed finances. Bray Leino's current invoices to DIT are linked to supplier stage payments so that the risk of financial default is minimised. Invoices over £20,000 require authorisation by the Operations Director or equivalent senior manager.

Project closure is as important as project launch; we ensure the timely closure of events to minimise time-lag and enable accurate 'snap shot' reports. We aim to close all events within 30 days, with an absolute maximum of within 60 days. For the 100+ projects that Bray Leino has delivered for DIT in the last 18 months, we have achieved a closure rate >95% within the deadline. We will ensure that the same attention to detail and financial rigour is applied to any contract for the Specialist Live Events contract, continuing to maintain segregation of responsibility between contracts whilst also benefitting from best practice and knowledge sharing.

Part B/b: how we will ensure preparation of timely, accurate Management Information (MI), including being able to report against the current contractual position.

EASL has been developed specifically to manage event and conference production. Information on the system is live and accurate; its structure allows a wide variety of detailed reports to be generated, both as regular Management Information (MI) and as ad hoc reports and analysis. If required, the system can generate excel reports for offline analysis. Deb has worked closely with DIT Finance in order to provide the tailored reports they require, and these include the following details:

- Event name and code
- PO number
- Invoiced-to-date
- Outstanding balance
- Next invoice expected: value and date
- Close date Income collected (VAT rates distinguished)

In respect of forecasting, we share frequent reports, developed in line with specified requirements, which detail all of the requested, pertinent information. This provides DIT's Finance Team with financial forecasting

that anticipates any significant payments. We are currently reporting timely, accurate MI, including against the current contractual position. There has, to date, been no MI that DIT has requested that █████ and EASL have been unable to promptly deliver.

Part B/c: how we will track, control and manage budgets, including exchange rates. Include a budget template you propose to use for the recording of budgets.

Budget template can be found in the appendix ref: Bray Leino, budget template.

Part B/d: how we will recognise, track and manage opportunities for savings and risks of overspend so that benefits are passed on to DIT.

Income associated with an event is captured on EASL and allocated to that specific event. All income is clearly identified and, following invoice, forwarded to DIT's Live Events Team as a remittance. The budgetary rigour that we apply through EASL ensures that any additional event income is flagged to the Live Events Team; Bray Leino always looks to embed value for money, reducing costs that do not enhance value wherever possible. We are proactive in identifying this if we feel events can be produced below the planned budget so there is virtually no risk that DIT Finance overpays or covers the costs of budget items that have already been funded through external income or in-kind contributions. Similarly, EASL highlights potential overspend issues early, allowing corrective action to be put in place.

Bray Leino is used to processing substantial delegate and sponsorship volumes on behalf of clients. For CYBERUK 2019, on behalf of the NCSC we managed £380,000 in delegate fees from circa 550 unique delegates over a 4-month period; for the same event, we handled over £1,000,000 in sponsorship fees from 131 sponsors over a 7-month period. Our financial systems and processes have been thoroughly verified when operating both online and offline payments with multiple fee values and discount codes.

Given the volume of business that we already conduct with DIT, Bray Leino fully appreciates that we must deliver verifiable cost savings and properly manage risk of overspend. DIT's ongoing experience of that activity supports the fact that Bray Leino consistently makes accurate estimates and also identifies both cost-saving and value-in-kind opportunities. Our system logs when records are updated and by who, and the daily oversight by our Finance Team will quickly identify any inconsistent entries by a particular individual. With our Finance Team led by a Qualified Accountant and our Project Accountant reporting through the Finance Head, independently of project management and operational colleagues, we have a high degree of separation of responsibilities so that we can convincingly assert that the financial integrity of the data we report is secure.

Part C: how will we procure goods and services (+ source appropriate capable subcontractors) in a way that ensures the highest quality / value for money with regular improvement reviews.

Our experience of producing events has given us great insight into what adds value and improves client experience; we control costs without compromising quality. We ensure that our event designs reflect this and that innovative solutions are included when they add value. Opportunities to identify cost

savings can be found through effective planning of the delivery schedule, reducing logistics costs, optimising utilisation and leveraging external opportunities. This includes:

- Clear project timescales with milestones to avoid the increased expense of late changes because of short lead times
- Sensible reuse of facilities; we understand that it can be more expensive to re-purpose a stand especially where remote or distant locations are involved
- Combining events to get a better price, improve logistics and utilisation
- Negotiating venue, catering and branding costs and seeking benefit-in-kind opportunities where possible (eg hosting events in stakeholder facilities)

When contracting a supplier, we undertake a rigorous '3C' (competence capability and capacity) assessment to ensure that they are able to deliver the desired service. This includes assessing staff competence, reviewing historic delivery references from clients and financial due-diligence

When delivering international events, we are often required to procure through local providers. This is managed by our finance system and budgeting processes, and addresses issues such as local tax and exchange rate fluctuations.

Part D: Our approach and processes when collecting and making payments.

We collect payments from participants for a huge number of events every year (for DIT and others), both online and offline, and so are highly experienced at managing delegate participation fees. We fully understand the process and DIT's requirements in particular, including the need to keep international Trade Advisors informed about companies they have introduced to events.

We have a dedicated WorldPay merchant account to receive payments on behalf of DIT and this facilitates timely reconciliation and reporting, and provides a strong, straightforward audit trail. After extensive testing, our WorldPay account already integrates with the Event Hub (Aventri) platform, and reporting is available at individual participant level or by event. We provide transparent reporting for all transactions, complete with participant information (company name) and category of payment (e.g. delegate fee, contribution, co-exhibitor fee, sponsorship <£5k). The payments are collected and returned to DIT within agreed timeframes, in line with event close-down timescales. Our online receipt/invoice is available for download and is VAT and tax compliant. Any extension of this part of payment procession activity arising from the award of a Specialist Live Events Services contract is already 100% DIT approved and compliant with best practice.

Total funds collected on behalf of DIT in the last 18 months is £595,900

For those participants who do not wish to pay via online facilities, delegates contact us directly to arrange an invoice. At this point, we request a PO and invoicing details and generate a manual invoice; in most cases, this is achieved in the same business day. All invoices are generated in EASL and are tracked with unique numbers relating to DIT projects. Payment terms are 30 days. Our credit control approach is:

Bray Leino Finance Team

- Issue invoice
- 30-day payment window
- Email to request payment 7 days before due date

If the invoice becomes overdue:

- Second email to follow-up
- Phonecall to follow-up and alert/advise escalation action

Bray Leino Event Manager

- Chase payment
- Escalation to DIT Sector Contact, if required

We pay all of our suppliers for DIT-related work within 30 days and undertake internal audits on this activity every quarter to monitor compliance.

Part E: demonstrate how we will remunerate their respective workforces and sub-contractors in accordance with fair and reasonable local standards of payment.

Bray Leino has supplier relationships across the globe that have, in many cases, been built over >25 years. These are part of our long-established Supplier Comparison Framework; this delivers reliability across multiple engagements and supports rapid mobilisation, reduced procurement time and volume discounts. These are live, effective, enduring partnerships built using the principles of BS11000 Collaborative Business Relationships, underpinned by a shared approach to quality management and professional UK standards; we expect our partners' staff to be as experienced and professional as our own and to be integral to the team that delivers successful programmes on behalf of our clients.

Trust is an integral part of these relationships. We establish guidance on expectations as part of the framework agreement, and we regularly inspect goods and services in the delivery of events.

Our suppliers, like ourselves, are subject to DIT's Standard Operating Procedures and cascaded SLA requirements. They, too, are required to demonstrate consistent achievement of high standards and continuous improvement. As importantly, they are also expected to commit to both fair compensation and internationally recognised OH&S standards.

As a responsible business, we do not want the workers employed in our supply chain to face hardship in their daily lives. We seek business partners who progressively raise employee living standards through improved wage systems, benefits, welfare programs and other services which enhance quality of life. We also require our partners to subscribe to a simplified summary of ISO45001 – the international standard for occupational health and safety. Whilst it is not realistic to require our suppliers to achieve accreditation under the standard, we have a short form questionnaire (originally developed for OHSAS 18001 and updated for ISO45001) which all of our international framework suppliers are required to subscribe to.

The Agency's response to the Creative Pitch question of the procurement (B01) can be found in Annexe 3 to this Call-Off Contract; the Agency's proposed Cost Model for the Pitch question of the procurement (D01) can be found in Annexe 4 to this Call-Off Contract.

The Agency's response to the pricing questions of the procurement (C01 & C02) are in Schedule 10 of this Call-Off Contract.

SCHEDULE 10

CALL-OFF CONTRACT CHARGES

Management Fee Breakdown and Schedule of Rates (Rate Card)

As per Annex A of the Call-Off Letter of Appointment

1. The Management Fee

1.1. The Management Fee is £13,000 (excluding VAT) per month for the first twelve (12) months of the contract. The Client and Agency will review the fee annually and any adjustment will be agreed through Contract Variation.

1.2 The following is a breakdown of the monthly Management including what services the Client is entitled to under it per month:

Resource(s)	Days Entitled	Day Rate (£) (ex. VAT)	Total (£) (ex. VAT)	Notes / Assumptions (if any)
Account Manager	Fully Retained	█	█	█
Creative Director Creative Director- Strategy Director of Programming Content Producer	█	█	█	Provide planning, strategy and thought leadership
Operations Director	█	█	█	To ensure sufficient resource planning
Finance Manager	█	█	█	Ensure production of accurate MI, financial reporting and reconciliation
Project Sponsor	█	█	█	Governance Services █
Managing Director	█	█	█	Governance Services █
Commercial Director	█	█	█	Governance Services █
TOTAL MONTHLY FEE (£) (ex. VAT)			13000	

1.3. The retained Account Manager (AM) is obligated (but not limited) to provide the following services:

- 1.3.1. Oversee the successful delivery of events as commissioned by the Client;
- 1.3.2. Work closely with the Client's Events Team to be the Single Point of Contact (SPoC) on past, current and future events;
- 1.3.3. Attend all project launch meetings;
- 1.3.4. Maintain frequent dialogue with the Client, working from the Client's offices as much as is required and/or requested by the Client;
- 1.3.5. Provide direct access to the Agency's Operations and Central Support Teams;
- 1.3.6. Chair weekly meetings with the Agency's Event Directors on all events in delivery phase
- 1.3.7. Attend events as and when required;
- 1.3.8. Provide real-time updates on contract position;
- 1.3.9. Attend all governance meetings;
- 1.3.10. Create weekly reports on the status of all projects; and
- 1.3.11. Comply with all elements of Section 7 of Schedule 2 (Specification of Requirements).

2. Schedule of Rates (Rate Card)

- 2.1. The Schedule of Rates that the Agency submitted as part of the response to the tender for this contract will be the Rate Card used for the contract when pricing up resources against any Brief issued by the Client.
- 2.2. The Agency must not exceed the rates stated on the Rate Card, however, is encouraged, where possible, to provide discounts.
- 2.3. The following is the Rate Card for this Call-Off Contract (it also shows the discounts the Agency has given compared to the Framework Rates):

Rate Card for Specialist Live Events Call-Off Contract			
(All rates are day rates, in £ Sterling, and are exclusive of any applicable VAT)			
Role	Framework Level	Day Rate	Discount from Framework Rate
Creative Director	Board	■	■
Creative Manager	Senior	■	■
Content Producer	Senior	■	■
Creative Technologist	Mid	■	■
User Experience Consultant	Mid	■	■
Script Writer	Senior	■	■
Copywriter	Mid	■	■
Artworker	Mid	■	■
PowerPoint / Graphics Designer	Mid	■	■
Set Designer	Mid	■	■
Lighting Designer	Mid	■	■
CAD Drawer	Mid	■	■

3D Renderer	Mid	■	■
Event Director	Senior	■	■
Senior Event Manager	Senior	■	■
Operations Director	Mid	■	■
Event Manager	Mid	■	■
Event Executive	Junior	■	■
Data Entry Executive	Junior	■	■
Data System Administrator	Junior	■	■
Delegate Manager	Mid	■	■
Host	Junior	■	■
Senior Planner	Mid	■	■
Senior Research Executive	Mid	■	■
Health & Safety Officer	Mid	■	■
Head of Production	Mid	■	■
Event Producer	Mid	■	■
Assistant Producer	Mid	■	■
All Round Technician	Junior	■	■
Sound Engineer	Junior	■	■
Lighting Engineer	Junior	■	■
Video Engineer	Junior	■	■
Show Caller	Mid	■	■
PowerPoint / Graphics Operator	Mid	■	■
Carpenter	Junior	■	■
Electrician	Junior	■	■
Riggers / De-Riggers	Junior	■	■
Load In / Out Crew	Junior	■	■
Digital Photographer	Mid	■	■
Software Author / Engineer	Senior	■	■
Director of Programming	Board	■	■
Web Developer	Senior	■	■
Multimedia Programmer	Senior	■	■
Flash Designer / Programmer	Mid	■	■
Senior Social Media Manager	Mid	■	■
Social Media Manager	Junior	■	■
Content Loader	Mid	■	■

Sound Editor	Senior	■	■
Video Director	Board	■	■
Video Producer	Senior	■	■
Video Production Manager	Mid	■	■
Cameraman	Senior	■	■
Video Sound Engineer	Senior	■	■
Runner / Camera Assistant	Junior	■	■
Video Editor	Mid	■	■
Motion Producer	Mid	■	■
Team Administrator	Junior	■	■

2.4. Some of the roles in the Rate Card in 2.3 are provided for a set number of days under the Management Fee. The Agency will ensure it does not charge the Client for these roles until the Client has exceeded the entitlement under the Management Fee.

3. Throughput Costs

3.1. The Charges will also include Throughput Costs. These are costs that are incurred by the Agency to third parties, arising directly from delivery of each Brief that is commissioned. The Agency is to provide the Client with evidenced estimations for any throughput costs when costing event Briefs.

3.2. The Agency is to charge the Client for the Throughput Costs at the exact price that was charged to the Agency by the third party and no mark-up or fee should be applied, nor is the Agency to profit from it.

3.3. Throughput Costs can include (but are not limited to):

- The venue;
- Speaker acquisition;
- Stand build;
- Stand space;
- Marketing and recruitment materials;
- Technical production assets;
- Translation services;
- Travel and Subsistence (comply with policy in Schedule 12 of the Call-Off Contract Terms).
- Catering; and/or
- Other times or services as agreed by the Client with each Brief

SCHEDULE 11

BRIEF TEMPLATES

Both brief templates are attached as Annexes to this Schedule 11 in separate documents, as listed below:

Annex 1 – Event Brief Template 1

Annex 2 – Event Brief Template 2

SCHEDULE 12

TRAVEL AND SUBSISTENCE POLICY

Department for International Trade – Travel and Expenses Policy 2017

1. Introduction

The nature of DIT’s business means that Agency Staff may have to travel both in the UK and overseas and this manual provides details of the principles, rules and procedures relating to travel and expenses.

Agencies and their workers working for DIT are expected to adhere to guidelines contained within, which are similar to DIT staff.

Underlying Principles

- DIT trusts and expects the appointed Agency, their staff or sub-contractors to make appropriate and justifiable spending decisions, weighing up the balance between value for money, public perception and business benefits
- No appointed Agency, their staff or sub-contractors should either benefit or be out of pocket because of undertaking business on behalf of DIT. Travel and subsistence claims should be based on receipted costs incurred because of travel
- The appointed Agency, their staff or sub-contractors should only travel on Departmental business if this is necessary. Consider whether the business could be conducted by phone, teleconference, video conference or web conference
- If a journey is necessary, the appointed Agency, their staff or sub-contractors should identify the most cost-effective way of travelling. Planning journeys well in advance, especially by air, can result in much lower costs
- If a number of people are travelling together, the appointed Agency, their staff or sub-contractors should examine whether it is cheaper to travel as a group, and think hard about how many people really need to go.
- Only costs that are necessary and additional to normal daily expenditure should be reimbursed.

2. Air Travel

The appointed Agency, their staff or sub-contractors are expected to book the lowest logical fare available – if there are other more expensive fares available within policy these are still bookable but require a reason explaining why the lowest fare was not booked.

Flying Time (per flight)	Class of Travel
Up to 5 hours	All journeys at public expense: Economy
Over 5 hours	All journeys at public expense: Economy (but see * below)
Over 10 hours	All journeys at expense: Business (subject to prior agreement with the Authority)

* Subject to approval by the Client the next higher class (but not first class) may be used:

- where strict application of the class-of-travel rules would not be cost effective
- for short duty visits out and back in a working day - The appointed Agency, their staff or sub-contractors are not entitled if they stay overnight
- when bookings are not available in the lower class and the timing or date of the journey cannot be changed

- if the appointed Agency, their staff or sub-contractors will be required to work immediately on arrival
- on disability/medical grounds recognised by the Authority.

All flights must be booked at set dates; no open return tickets may be booked.

Air travel should not normally be used within the UK, although there is an exception for travel to/from Scotland and Northern Ireland.

Air travel in the UK must be by economy class.

The appointed Agency, their staff or sub-contractors are not allowed to use for personal journeys, Air Miles, free tickets or upgrade vouchers which have accrued through travel which has been paid for from public funds. However, such Air Miles, free tickets or upgrade vouchers may be used for official travel on behalf of the Authority.

3. Rail Travel

For rail travel (including Eurostar) the appointed Agency, their staff or sub-contractors should travel standard class unless for example they have a disability or health condition that would make this unreasonable.

Tickets should be purchased in advance to minimise costs.

4. Taxis

Use of taxis is expected only where there is a clear value for money or business justification, unless the appointed Agency, their Staff or sub-contractor has a temporary or permanent disability and has been advised that taking a taxi is a 'reasonable adjustment' or for safety and security reasons.

Some examples where taxi travel might be considered appropriate include:

- there were no other reasonable public transport options (for example: travel to a location not served by a bus or train route)
- it was the most cost-effective way of undertaking the journey – for instance sharing the taxi with colleagues would make it cheaper than other public transport options
- for personal safety reasons

Examples of scenarios where it might be considered inappropriate to take a taxi include:

- there were cheaper public transport options which incurred only a modest additional travel time
- public transport involved changing mode of transport (for example: a train and a bus)
- failure to leave sufficient time to make the journey by foot or public transport

It is expected that appointed Agency, their Staff or sub-contractor will use public transport for travel within London and the use of taxis should only be undertaken by exception.

The principles set out for UK travel equally apply for taxi travel overseas.

5. Private & Hire Vehicles

The appointed Agency, their staff or sub-contractors are expected to use public transport where this is reasonable and should only use their own vehicle or a hire car where a business need has been agreed in advance by the Client.

This is not only because of the environmental impact of using private transport, but also in terms of staff welfare.

6. Hotel Bookings

The Authority's limits for hotel bookings in the UK are:

- London - £135 and
- Outside London - £85.

SCHEDULE 13

GOVERNANCE AND CONTRACT MANAGEMENT

Introduction

- 1.1 The Agency understands that the successful delivery of the Contract will rely on the ability of the Agency and the Client in developing a strategic relationship immediately following the contract commencement date and maintaining this relationship throughout the term of the contract.
- 1.2 To achieve this strategic relationship, there will be a requirement to adopt proactive framework management activities which will be informed by quality reports, and the sharing of information between the Agency and the Client.
- 1.3 This Schedule 13 outlines the general structures and management activities that the parties shall follow during the term of the contract.
- 1.4 The Client may (at its absolute discretion) amend this schedule by written notice to the Agency from time to time.

Governance

- 2.1 The Agency's Account Manager will take overall responsibility for delivering the Services required within the Contract, and the Agency will appoint a suitably qualified deputy to act in their absence.
- 2.2 The Agency shall put in place a structure to manage the Contract.
- 2.3 A full governance structure for the Contract will be agreed between the parties during implementation and by no later than the date which is three (3) Months from the contract commencement date.

Review Meetings

- 3.1 Regular, Face-to-Face, monthly review meetings ("Review Meetings"), will take place throughout the term of the contract. These will be at DIT Offices in London.
- 3.2 The exact timings and frequencies of such Review Meetings will be determined by the Client, and the parties shall be flexible about the timings of these meetings.
- 3.3 The purpose of the Review Meetings will be to review the Agency's performance under the Contract and any reports. The agenda for each Review Meeting shall be set by the Client and communicated to the Agency in advance of that meeting.
- 3.4 The Review Meetings shall be attended, as a minimum, by the Client Authorised Representative and the Agency's Account Manager, at every third Review Meeting (quarterly) a DIT Commercial Manager will attend.
- 3.5 The Agency's achievement of service levels against KPIs shall be reviewed during the Review Meetings, and the review and ongoing monitoring of KPIs will form a key part of the performance management process as outlined in agreed Performance Management Framework (Schedule 14).
- 3.6 The Agency shall provide any information and reports as reasonably requested by the Client in advance of each Review Meeting. In particular, the Agency shall complete and return to the Client the Monthly Management Information Report at least four (4) clear Business Days before each Review Meeting.

Efficiency Tracking

- 4.1 The Agency shall cooperate in good faith with the Client to develop efficiency tracking performance measures for this Agreement. This shall include but is not limited to:
- (a) tracking reductions in volumes and costs, in order to demonstrate that the Client is consuming less and buying more smartly; and
 - (b) developing additional KPIs to ensure that the Agreement supports the emerging target operating model across central government (particularly in line with centralised sourcing and category management, further competition delivery centres and payment processing systems and shared service centres).
- 4.2 The list in paragraph 4 is not exhaustive and may be developed during the Term.
- 4.3 The metrics that are to be implemented to measure efficiency shall be developed and agreed between the Client and the Agency. Such metrics shall be incorporated into the Performance Management Framework set out in Schedule 14 (PMF).
- 4.4 The ongoing progress and development of the efficiency tracking performance measures shall be reported through management activities as outlined in this schedule.

Governance Board Meetings

- 5.1 Regular strategic review meetings will take place at the Client's premises throughout the Term unless otherwise agreed between the parties ("Governance Board Meetings").
- 5.2 The exact timings and frequencies of such Governance Board Meetings will be determined by the Client. It is anticipated that the frequency of the Governance Board Meetings will be quarterly during the Term of the Contract. The parties shall be flexible about the timings of these meetings.
- 5.3 The Agency shall procure that the key staff attend all Governance Board Meetings.
- 5.4 The Client attendees at Governance Board Meetings will include, but is not limited to:
- (a) Head of Specialist Event Delivery
 - (b) Head of World Events
 - (c) Head of Specialist Ministerial Events
 - (d) Commercial Contract Manager
 - (e) Finance manager
 - (f) Others as required and can be amended
- 5.5 The purpose of the Governance Board Meetings will be to review the Agency's performance under this Agreement and discuss the strategic direction of the Services. The agenda for each Governance Board Meeting shall be set by the Client and communicated to the Agency in advance of that meeting.
- 5.6 The Agency's achievement of Service Levels shall be reviewed during the Governance Board Meetings.
- 5.7 The purpose of the Governance Board Meetings as set out in this paragraph 5 is not exhaustive and may be developed during the term.

Annex A – Governance Structure

LEVEL	ATTENDEES	RESPONSIBILITIES / ACTIVITIES	LOCATION/TIMINGS
<p>Level 4</p> <p>Operational Board(s)</p> <p>To be established per event commissioned</p>	<p>Client:</p> <p>Event Producer</p> <p>Agency:</p> <p>Project Manager</p> <p>Optional invitees: (Include if required)</p>	<ul style="list-style-type: none"> Reviewing live briefs/projects and horizon scan Reviewing daily and weekly reports for the briefs 	<p>Weekly (or as appropriate)</p> <p>Note: all forms of communication to be used</p>
<p>Level 3</p> <p>Service Review Board</p>	<p>Client:</p> <p>Head of Specialist Event Delivery</p> <p>Head of World Events</p> <p>Head of Specialist Ministerial Events</p> <p>Supplier:</p> <p>Account Director</p> <p>Account Manager</p> <p>Optional invitees: (Include if required)</p>	<ul style="list-style-type: none"> Contract administration Maintenance of Risk Register and issues Log Be accountable to the Contract Review Board for day to day oversight of the Services Performance Review - Administer reports on KPI's, Performance Monitoring Reports, issues relating to delivery of Services and performance against Performance Indicators Responsible for the Contract management of the Services and shall review performance (incl. issues unresolved by operational team) Receives the Performance Monitoring Reports, Service Levels and Service Credits. Monitor progress and identifies possible future developments including common standards, benchmarking and continuous improvement plans Responsible for the Contract management of the services relationship between all Parties 	<p>Monthly (or as appropriate)</p> <p>Face-to-Face</p>

		<ul style="list-style-type: none"> • Report to the Contract Review Board (Level 2) on significant issues requiring strategic decision and resolution by the Contract Review Board and on progress against the high-level strategic objectives • Responsible for Contract coverage, ensuring all work has been agreed prior to commencement and any changes covered by Variations to Contract • Responsible for Financial management, reviewing spend against plans, resolving and escalated payment/invoicing issues, review overall financial risks • Responsible for Capacity planning, reviewing possible improvements of matching demand with supply 	
<p>Level 2 Contract Review Board</p>	<p>Client: Head of Specialist Event Delivery Head of World Events Head of Specialist Ministerial Events Head of Business Management Commercial Contract Manager</p> <p>Supplier: Account Director Account Manager Finance Manager</p> <p>Optional invitees: (Include Legal Lead if needed)</p>	<ul style="list-style-type: none"> • Responsible for issues escalated by Level 3 Representatives. In particular: • Strategic direction • Relationship direction • Continual improvement and performance management • Contract Review 	<p>Quarterly (or as appropriate) Face-to-Face</p>

<p>Level 1</p> <p>Annual Review Board</p>	<p>Client:</p> <p>Head of Specialist Event Delivery</p> <p>Head of World Events</p> <p>Head of Specialist Ministerial Events</p> <p>Head of Business Management</p> <p>Deputy Director of Comms & Marketing</p> <p>Commercial Contract Manager</p> <p>Commercial Lead for the Category</p> <p>Supplier:</p> <p>Account Director</p> <p>Account Manager</p> <p>Finance Manager</p> <p>Optional invitees: (Include Legal Lead if needed)</p>	<ul style="list-style-type: none"> • Performance • Strategic direction • Relationship direction • Future direction 	<p>Annual pre-arranged but of course ad hoc meetings to be arranged to resolve issues escalated by Level 2 Contract Review Board.</p> <p>Face-to-Face</p>
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SCHEDULE 14

PERFORMANCE MANAGEMENT FRAMEWORK

1. As part of the Client's continuous drive to improve the performance of all contractors, this Performance Management Framework (PMF) will be used to monitor measure and control all aspects of the Agency's performance of contract responsibilities.
2. The PMF purpose is to set out the obligations on the Agency, to outline how the Agency's performance will be evaluated and to detail the sanctions for performance failure.
3. Performance management indicators for the Agency will be listed under the following categories:
 1. Contract Management
 2. Delivery and support
 3. Quality of Service
 4. Cost
 5. Continuous Improvement

The above categories are consistent within all contract awards allowing the Client to monitor the Agency's performance at both individual contract level and at enterprise level with the individual Agency.

Management of the PMF

1. The Agency shall detail performance against Key Performance Indicators (KPIs) in the Monthly, the Quarterly Reports and the end of Contract Report.
2. KPI's shall be monitored on a regular basis and shall form part of the contract performance review. Performance of KPI's will be reported monthly and quarterly.
3. The first month shall not be formally assessed. It shall be used to develop the report template and agree the format and content to be included in the report.
4. Any performance issues highlighted in these reports will be addressed by the Agency, who shall be required to provide an improvement plan ("Rectification Plan" – see Clause 5 of the Call-Off Terms) to address all issues highlighted within a week of the Client request.
5. KPIs are essential in order to align the Agency's performance with the requirements of the Client and to do so in a fair and practical way. KPIs have to be realistic and achievable; they also have to be met otherwise indicating that the service is failing to deliver.
6. KPIs are set out in the attached Annex A to this Schedule 14.
7. KPIs will be monitored on a monthly basis and will form part of the contract performance review.
8. Where a KPI has a percentage measure the Supplier's performance will be rounded up or down to the nearest whole number.
9. KPIs are to be agreed and finalised at the first monthly Review meeting and will be confirmed under a Contract Change Note.
10. Where any performance issues are highlighted, the Agency shall produce a Rectification Plan (see Clause 5 of the Call-Off Terms), detailing the measures that the Agency will undertake to rectify this failure as well as any measures to be introduced to prevent this failure from occurring in the future. Measures proposed may include introduction of new KPIs.
11. If the Agency fails to complete the Rectification Plan process that has been agreed by the Client, the Client reserves the right to invoke in part or in full the Service Credit regime below.

12. Service Credits shall not be the Client's sole financial remedy in the event of a Service Failure and the application of Service Credits shall not affect any other rights the Client may have under the Contract including but not limited to rights on Termination.

Service Credits

1. Service Credits shall accrue to the Client for any Service Failure and shall be calculated in accordance with this Annex
2. Service Credits may be applied by the Client at its discretion, in full or in part, on each occasion where:
 - (i) there is a consistent Service Failure reported in the monthly KPI reports; or
 - (ii) when the Agency has failed to comply with the terms of any Rectification Plan agreed between the Parties.

Each Service Credit in the Service Credit Regime in Clause 10 below details how many instances during a reporting period a Service Failure has to be recorded for the credit to apply in the case of 2(i).

3. Service Credits sit within the wider service management approach being pursued by the Agency and the Client. The use of Service Credits does not prejudice the Client's rights under appropriate clauses of the contract in the event of inadequate performance by the Agency
4. The Client shall use the monthly KPI Reports and its own management information to verify the calculation and accuracy of the Service Credits, if any, applicable to each reporting period. The Agency shall provide to the Client such documentation as the Client may reasonably require in order to verify the level of performance by the Agency and the calculations in respect of the amount of Service Credits applicable (if any) for the relevant reporting period.
5. The Agency acknowledges and agrees that any Service Credit is a price adjustment and not an estimate of the loss that may be suffered by the Client as a result of the Agency's failure to meet any target KPI.
6. Service Credits will be applied to the invoice following the reporting period in which the Service Failure occurred as a credit note, or as a credit line on an invoice.
7. For the purposes of the Services Credits, a "reporting period" is defined as three (3) months, or one (1) quarter.
8. The full, agreed Service Credit regime shall operate from the sign-off of the PMF at the first monthly review meeting and until the end of the Contract Period.
9. The aggregate liability of the Agency in respect of Service Credits is limited to 10% of the total value of the Contract Charges for the reporting period in which the Service Failure occurred.
10. Service Credits will be applied as follows:

Service Credit No.	KPI No. Credit Applied to	Description of Credit
1	1 – Monthly and Quarterly Invoices and Reports	<p>This service credit shall apply if the Agency, during the reporting period, has scored a Red rating on two or more of the monthly KPI reports for the reporting period.</p> <p>The service credit will represent 5% of the total invoice value for that reporting period, and the value will be deducted from the following month's Managed/Retained Service Fee Invoice.</p>
2	2 – Daily Reporting – per event	<p>This service credit shall apply if the Agency, during the reporting period, has scored a Red rating for more than 25% of the events taking place in that period.</p>

		<p>The service credit will represent 5% of the total invoice value for the Managed/Retained Service Fee during the reporting period. The value will be deducted from the following month's Managed/Retained Service Fee Invoice.</p>
3	4 – Compliance to Brand	<p>This service credit shall apply if the Agency, during the reporting period, has scored a Red rating on two or more of the monthly KPI reports for the reporting period.</p> <p>This service credit will represent 3% of the total invoice value of the Managed/Retained Service Fee for the reporting period. The value will be deducted from the following month's Managed/Retained Service Fee Invoice.</p>
4	5 – Uploading of data to Datahub, Events Hub and Asset Library	<p>This service credit shall apply if the Agency, during the reporting period, has scored a Red rating on two or more of the monthly KPI reports for the reporting period.</p> <p>This service credit will represent 2.5% of the total invoice value of the Managed/Retained Service Fee for the reporting period. The value will be deducted from the following month's Managed/Retained Service Fee Invoice.</p>
5	7 – Report Security Breaches immediately	<p>This service credit shall apply if the Agency, during the reporting period, has scored a Red rating on two or more of the monthly KPI reports for the reporting period.</p> <p>This service credit will represent 10% of the total invoice value for the Managed/Retained Service Fee for the reporting period. The value will be deducted from the following month's Managed/Retained Service Fee Invoice.</p>
6	8 – Delivery within agreed Charges	<p>This service credit shall apply if the Agency, during the reporting period, has scored a Red rating on two or more of the monthly KPI reports for the reporting period.</p> <p>This service credit will represent 5% of the total invoice value for the Managed/Retained Service Fee for the reporting period and will be deducted/credited on the following month's Managed/Retained Service Fee Invoice.</p>
7	9 – Finalising Event Charges	<p>This service credit shall apply if the Agency, during the reporting period, has scored a Red rating on two more of the monthly KPI reports for the reporting period.</p> <p>This service credit will represent 2% of the total invoice value for the Managed/Retained Service Fee for the reporting period and will be deducted/credited on the following month's Managed/Retained Service Fee Invoice.</p>

ANNEX A

KEY PERFORMANCE INDICATORS (KPIs)

1. At the first monthly meeting held following the commencement of services, the Client and Agency will confirm the following KPIs and confirm the understanding of how they are measured and rated. The agreed KPI regime will be executed via Contract Variation (in the format in Schedule 5 of the Call-Off Terms).
2. Specific KPIs relating to a particular event can be agreed with each Brief that is commissioned and will follow the same format as below.

Metric	KPI	What is required to make this measurable?	KPI Measurement	KPI Rating		
				Red (Failure)	Amber (At Risk)	Green (Achieved)
Contract Management	1 - Monthly and Quarterly reports and invoices	<p>Brief monthly reports to be produced within five (5) working days of the end of each month in readiness to be presented at the Monthly Review Meetings.</p> <p>Quarterly two-page reports and invoices to be produced within five (5) working days of the end of each quarter in readiness to be presented at the Quarterly Review Meetings.</p> <p>Invoices and associated report should be clearly linked.</p>	<p>Invoices will quote the correct PO, contract number, the Client Contact, and qualitative description of the work being done.</p> <p>Invoices must be clearly itemised.</p> <p>Associated reports should be clearly and explicitly linked to invoices to help financial tracking.</p> <p>Any invoices and/or reports that do not comply with the above (accuracy) and/or are not on time will not be considered as having met the KPI target.</p>	95% are on time and fully accurate	98% are on time and accurate	100% are on time and accurate

	<p>2 – Daily Reporting – per event</p>	<p>Daily Reports to be produced by 11am the following day in line with the Client's requirements</p>	<p>Covers visitor data, customer experience, purpose of visit, pavilion areas used.</p> <p>Any reports that do not comply with the above (accuracy) and/or are not on time will not be considered as having met the KPI target.</p>	<p>95% are accurate and on time</p>	<p>98% are accurate and ontime</p>	<p>100% are accurate and on time</p>
<p>Quality of Service</p>	<p>3 – Proportion of attendees that rate the event as very good or excellent in their feedback</p>	<p>This measure is the weighted average proportion of attendees that give feedback that their experience was very good or excellent. The elements that contribute towards the quality rating are:</p> <ul style="list-style-type: none"> • The quality of the pre-event experience e.g. registration system • The quality of the event environment e.g. the stand, meeting area etc. • The quality of the event content e.g. conference or mission programme, speakers etc • The quality and relevance of any business contacts the event delivered <p>The overall quality of the service delivered</p>	<p>Feedback – this may change once evaluation supplier is on-board.</p>	<p>74% or lower average proportion of feedback rated as very good or excellent.</p>	<p>75-84% average proportion of feedback rated as very good or excellent</p>	<p>85-100% average proportion of feedback rated as very good or excellent</p>

		by DIT and its representatives				
	4 – Compliance to Brand	The production of all material to be compliant with DIT brand as defined by the DIT brand guidelines	Work delivered within guidelines All work within a reporting period will be considered to calculate the percentage	94% and below delivered within guidelines	95-99% delivered within guidelines	100% delivered within guidelines
Delivery & Support	5 – Uploading of data to Datahub, Events Hub and Asset Library	Data Hub After every project customer data must be added to Data Hub to agreed high standard.	Customer data to be uploaded within 5 working days of completed activity. In line with guidance quality of data is correct and GDPR requirements.	90% or less uploaded within period stipulated and/or 95% quality of data	91-99% uploaded within period stipulated and/or 91-99% quality of data	100% uploaded within period stipulated and 100% quality of data
		Events Platform Management of events platform entry and enquiries.	Accurately represent and upload new events on the platform within 24 hours of approval from Client to proceed. For on-going amends and updated to each event upload within 24 hours of approval from Client to proceed. Enquiries about each event are dealt with within 24 hours. If enquiry cannot be dealt with immediately respond with clear timeframe for response. All needs to be included within			

			the monthly reporting.			
		Asset Library Any new assets created as part of the requirement to be uploaded onto the asset library.	Assets to be uploaded within forty-eight (48) hours of completion. Metadata and tagging is done in accordance to standards provided by Client.			
	6 – Recruitment against campaign briefs	Recruitment target – The number of individual companies attending each event that meet pre-agreed criteria, such as export ready within the relevant market place. Target mutually agreed per event within the brief.	Measured from report on Events List Calculation is an average of all delegates per relevant events within Month. May not apply to all events. The Client and Agency will agree on a case-by-case basis of when this KPI is applicable	74% and lower against agreed target	75-79% of target achieved	80-100% of target achieved
	7 – Report Security Breaches immediately	The Agency will report any Security breaches immediately and recommend new processes and procedures for any security breaches within 1 week of the instance with clear timelines on implementation.	Covered in monthly reporting	Less than 100% of breaches reported immediately	<i>There is not an “At Risk” rating for this KPI</i>	100% of breaches reported immediately
Cost	8 - Delivery within agreed Charges	All events delivered within 5% of the agreed Event Charges for the events	Evidenced in financial reporting as part of regular reports. Calculation is an average of events closed within month	74% and lower achievement of agreed event charges	75-84% achievement of agreed event charges	85-100% achievement of agreed event charges

	<p>9 - Finalising Event Charges</p>	<p>All event charges to be finalised within two (2) months of end date of activity. The "end date" is the day of the event when it covers a single day and the final day of an event when it is over a number of days.</p>	<p>Calculation is based on total number of events that should be finalised by the measured month</p>	<p>84% and lower achievement of event charges within 2 months</p>	<p>85-89% achievement of event charges within 2 months</p>	<p>90-100% achievement of event charges within 2 months</p>
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SCHEDULE 15

APPROVED SUB-CONTRACTOR LIST

Sub-Contractor Name	Companies House No.	Key Contact Email	Role within the Tenderer's proposed provision of services
None	Not Applicable	Not Applicable	Not Applicable

SCHEDULE 16

COMMERCIALLY SENSITIVE INFORMATION

Tenderer's Commercially Sensitive Information	Potential Implication of Disclosure	Duration of Commercially Sensitive Information
Rate Cards presented as part of the Tender Response (Pricing Schedule)	Competitor Insight	Contract Duration