v. Section 2 – Special Conditions applying to the Metropolitan Police Service

1. Training

1.1 The Service Provider shall provide training if required in the use of the Services for the Authority's staff as necessary throughout the contract without charge.

2. Purchase Order Number

2.1 A purchase order number must be quoted on all invoices and correspondence. Invoices will not be paid and shall be returned to the Service Provider if the purchase order number is not stated on the invoice.

3. Vetting/Bona Fides

3.1 The Service Provider shall comply with all requirements of the Authority's policy in respect of vetting the identity and bona fides of any employees or other persons requiring admission to Authority premises in connection with this Agreement. The decision of the Authority as to any person being undesirable or failing such vetting procedures shall be final and conclusive.

3.2 The Service Provider shall ensure that only such persons as have been authorised by the Authority be permitted access to any of the Authority's information or assets or admitted to any of the premises referred to in or as required in relation to this Agreement in order for the Service Provider to perform its obligations hereunder.

3.3 The Service Provider undertakes only to nominate such persons as it believes, acting reasonably and in good faith, will require vetting pursuant to this Schedule in order to carry out work pursuant to this Agreement. The Authority reserves the right to charge a fee to the Service Provider in respect of the vetting procedure carried out in relation to those persons nominated by the Service Provider for vetting.

4. Intellectual Property Rights

[Not used]

5. Creative and Briefing

5.1 When requested, the Service Provider will supply a creative brief that will include how the campaign will be measured, clearly defined target audience(s) and production budget parameters. The Authorised Person may ask to agree the creative brief before work commences.

5.2 If requested, all creative work at each stage of development must be seen by the Authorised Person at the same time as, or prior to, its presentation to the Authority. This should be attached as a PDF file or in any agreed format to the contact report of the meeting or telephone conversation at which the creative work was shown or discussed unless the Authorised Person instructs the Service Provider not to do so.

5.3 The Service Provider is responsible for the clearance of all creative concepts and proposals. The Service Provider will ensure that it has the legal right to use all material and ideas included in any campaign, that copyright is assigned to the Authority and that all moral rights are waived unless approved otherwise in writing.

5.4 It is the Service Provider's responsibility to ensure that creative proposals are practical, particularly in terms of logistics, propriety, taste and budget.

5.5 When there is a visual element, the Service Provider should consider the following:

5.5.1 Appropriate depiction of BME groups in creative work, if necessary in consultation with Authority's inclusivity consultancy.

5.5.2 The depiction of disability in their creative work. A Specialist Adviser is available at Authority via the Authorised Person if required.

5.6 The Service Provider is also reminded to refer to Authority's Guidelines on plain language and clear design, and in particular a minimum 12-point type size in print work, though this may be inappropriate for small space classified artwork. For all digital work, the Service Provider should refer to Authority's usability and web standards and guidelines.

5.7 The Authority is responsible for Project Management.

6. Media Planning and Buying – Press and Online

6.1 The Service Provider must provide an Authority media schedule based on the Authority's requirements, showing medium, most suitable date of appearance, booking and copy deadlines, media and production saving through Authority, Authority fee, VAT, Authority client cost and rate card showing a percentage saving, where available, between the two.

6.2 The Service Provider will contact the Authority for any requirement for online media where the media cost will be more than One Hundred Thousand Pounds (£100,000) either in a campaign or in a financial year. The Authority will determine whether the Service Provider will carry out the project, whether the project will be carried out by the Contractor in association with the Service Provider.

6.3 The Service Provider should use best efforts to negotiate additional savings in addition to The Authority centrally negotiated rates and/or to negotiate a rate where no current rate has been negotiated. All discounts achieved by the Service Provider must be passed on in full to the Authority at the end of each financial year.

6.4 The Service Provider will provide to the Authority a monthly spend report according to an Authority template. The data required will include but is not limited to monthly spend by medium, insertion date, size, classification, rate card, Authority costs, production charges and other services including total online and total press costs.

7. Media Planning and Buying - Other Media

7.1 The Service Provider must alert the Authorised Person for any requirement for any media other than classified press, online display or job listings. The Authority will determine whether the Service Provider will carry out the project or whether the project should be managed via another framework.

7.2 Where the Authority's decides the Service Provider may carry out the project, the normal Service Provider fees will apply.

Section 3 – Special Conditions applying to the London Fire & Emergency Planning Authority

The following clauses are added to the Agreement where a Contract is entered into by the London Fire & Emergency Planning Authority:

NON-SOLICITATION

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

LABOUR

2.1 During the Contract Term:

2.1.1 the Service Provider shall comply fully with the terms of any collective agreement entered into between one or more trade unions and any association of employers of which the Service Provider is a member;

2.1.2 the Service Provider shall not itself, or through a servant or agent, perform any act intended to discourage employees or prospective employees from becoming or continuing as members of a trade union;

2.1.3 the Service Provider shall not itself, or through a servant or agent, penalise employees or prospective employees in any way by reason of their membership of a trade union.

2.2 Compliance with clause 43.1 above is a condition of the Contract. In the event that the Service Provider breaches any provision of the clause in a material respect the Authority shall have the right to terminate the Contract.

EQUALITIES

3.1 During the Contract Term the Service Provider shall comply fully with the terms of the Authority's Equalities Protocol attached at Annex 2. Such compliance is a condition of the Contract. In the event that the Service Provider fails to comply in any material respect with any of the terms (1) to (7) of the Equalities Protocol, the Authority shall have the right to terminate the Contract.

4 **ADVANCING EQUALITY**

4.1 The Service Provider shall work with the Authority as reasonably required throughout the Contract Term to enable the Authority to fulfil its duties under the Equality Act 2010, advancing equality of opportunity for all persons.

4.2 Compliance with Clause 45.1 above is a condition of the Contract. In the event that the Service Provider breaches any provision of the clause in a material respect, the Authority shall have the right to terminate the Contract.

5 PRESS AND PR PROTOCOL

5.1 Neither Party shall by itself, its employees or agents (and the Service Provider shall procure that its sub-contractors shall not) communicate with members of the press, television, radio or other communications media on any matter concerning this Contract without the prior written approval of the other party except as set out in a protocol in the form set out in Annex 1 as amended from time to time by agreement of the Parties.

PREVENTION OF BRIBERY

6.1 The Service Provider warrants that it will not commit or suffer to be done by its personnel or subcontractors any act or omission prohibited pursuant to the Bribery Act 2010.

6.2 The Service Provider shall supply the Authority with a copy of its anti bribery policy.

6.3 The Authority shall be entitled to terminate this Contract immediately by written notice if it reasonably suspects that the Service Provider, its personnel or subcontractors have breached clause 47.1 above.

ANNEX 1 (to Schedule 2 Part B) - PRESS AND PR PROTOCOL

London Fire and Emergency Planning Authority and Mediaedge:cia UK Limited

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

7 Purpose of the Protocol

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

2 The Authority's Organisation Arrangements

2.1 The Authority's Press Office has a complement of five full-time staff and is managed by the Head of Media and Internal Communications.

2.2 The Press Office is generally staffed from 8.30 am until 5.30 pm Monday to Friday inclusive. Telephone No. 020-8536-5922. Outside of these hours a member of the press office will be on call. When it is not staffed the telephones in the Press Office are diverted to Brigade Control which can deal with basic media enquiries or, where necessary, contact the Duty Press Officer.

3 The Contractor's Organisational Arrangements

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

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

4.1 The Authority (normally via the Press Office) will handle all enquiries from the media or the public relating to the Authority's services.

4.2 So far as matters directly relating to the Services provided by the Service Provider and matters relating directly to the supply of media planning and buying are concerned, the Press Office will:

4.2.1 without contacting the Service Provider, provide factual information to the media and the public based on information provided by the Service Provider

4.2.2 issue a holding statement in response to enquiries and agree with the Service Provider the text of any oral or written material to be issued to the media or the public

4.2.3 advise the Service Provider contacts of any proposed Authority public relations events which could reasonably be expected to involve matters

relating to the performance of the Services by the Service Provider or the contractual arrangements with the Authority and agree any action to be taken by the Parties

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

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

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

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

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

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

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

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

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

Signed ..... For the Authority

Signed ..... For the Service Provider

London Fire and Emergency Planning Authority and Mediaedge:cia UK Limited

Appendix A (to Annex 1)

London Fire and Emergency Planning Authority and Mediaedge:cia UK Limited

JOINT PROTOCOL FOR DEALING WITH MEDIA ENQUIRIES

The Service Provider's Contacts

Monday to Friday: 0800 to 1700

Core Team:

Name	Office No	Mobile No

The Service Provider's marketing contact names:

E-mail addresses are:

ANNEX 2 (To Schedule 2 Part B) - EQUALITIES PROTOCOL

(1) The Service Provider shall have a written Equal Opportunities Policy, which shall be produced to the Authority upon request.

(2) The Service Provider shall, in accordance with its equal opportunities policy, seek to eliminate all unlawful discrimination in its employment and management practices and in the performance of its obligations under the Contract.

(3) The Service Provider shall work with the Authority as reasonably required throughout the term of the Contract to advance equality in accordance with the Equality Clause in the Contract, and to ensure that the delivery of the Contract is achieved without unlawful discrimination.

(4) The Service Provider shall work with the Authority as reasonably required throughout the term of the Contract to enable the Authority to fulfil its duties under Equality Act 2010 advancing equality of opportunity for all persons, fostering good relations between all persons and eliminating unlawful discrimination.

(5) In the event that the Service Provider enters into any contract with a subcontractor in relation to the Contract, the Service Provider shall impose obligations on such subcontractor to comply with the duties set out in paragraphs (1) to (4) above as if the subcontractor were in the position of the Service Provider, and shall take reasonable steps to ensure that its subcontractors, employees, and workers, engaged by it on work related to the Contract, do not discriminate unlawfully against any person.

(6) The Service Provider shall at its expense provide such evidence to the Authority upon request, as the Authority may require for the purpose of determining whether the Service Provider has complied with paragraphs (1) to (5) above. In particular:

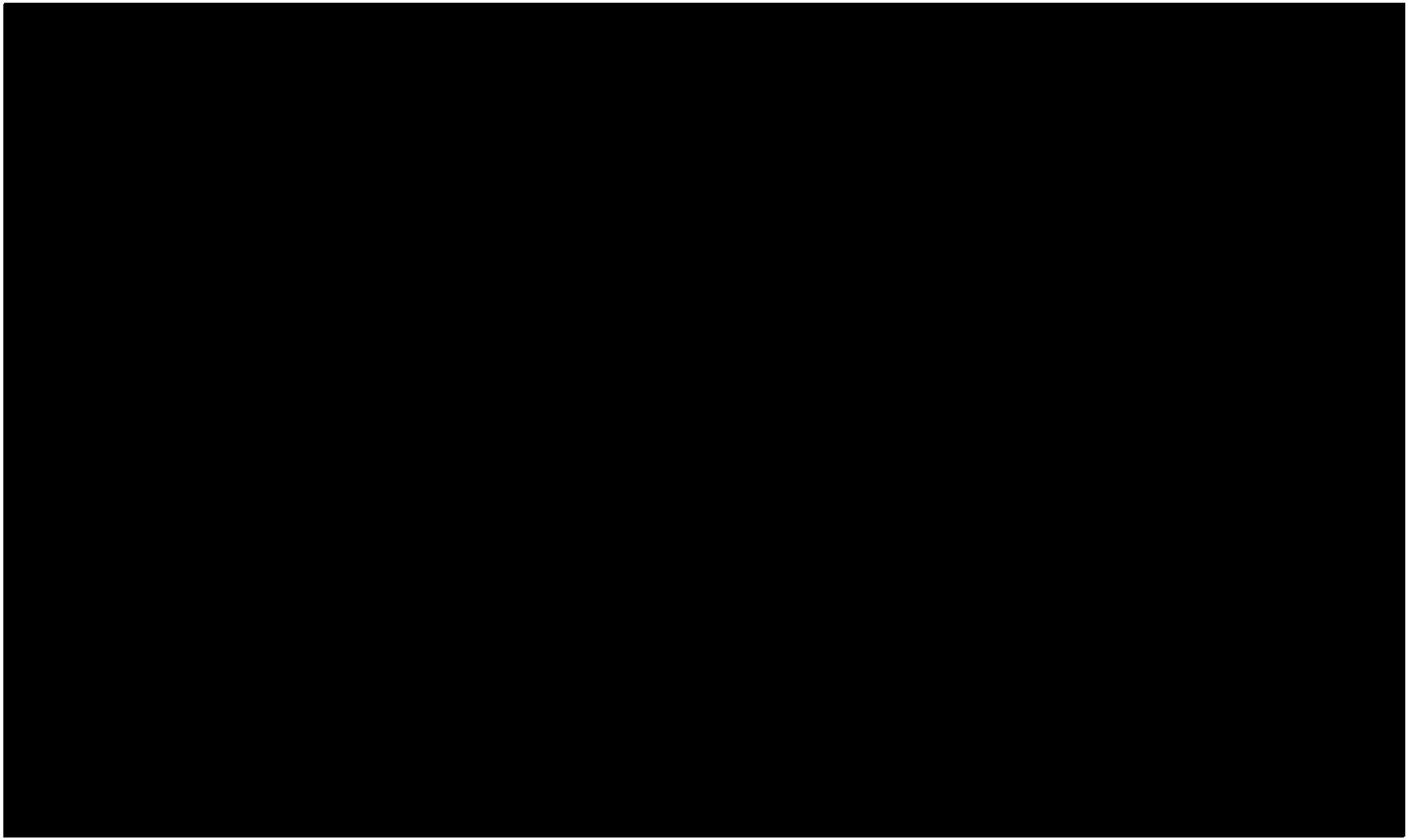
(i) The Service Provider shall provide any evidence requested within such timescale as the Authority may reasonably require;

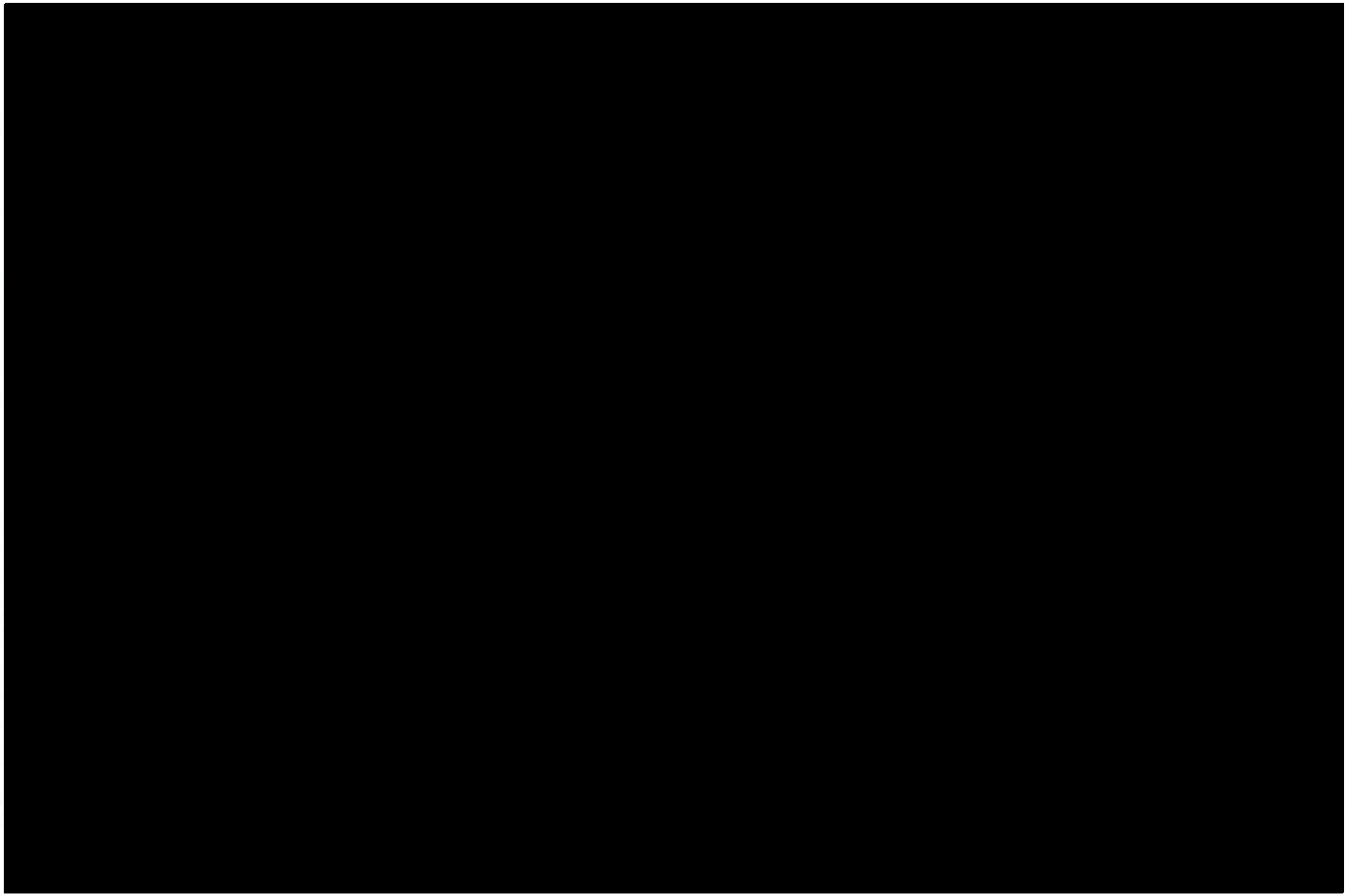
(ii) The Service Provider shall attend such meetings as the Authority may reasonably require, for the purpose of determining whether it has complied with paragraphs (1) to (5) above;

(iii) The Service Provider shall co-operate fully with the Authority in any way required during the course of the Authority's investigation of the Service Provider's compliance with its duties.

(7) The Service Provider shall inform the Authority forthwith in writing, should it become aware of any proceedings brought against it in connection with the Contract by any persons for breach of the Equality Act 2010.

(8) The Authority reserves the right to amend this Protocol from time to time as reasonably required. The Authority will inform the Service Provider of amendments to the Protocol. The Service Provider is required to comply with the terms of the Protocol as amended from time to time.





[redacted]

SCHEDULE 3 – SERVICES AND SPECIFICATION

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

Part A - Core Services

1. Media planning - recommendations regarding media strategy, channels, timings, budgets, weights and frequency of activity to achieve business objectives

2. Media buying - physically purchasing the media space and airtime in a cost effective and efficient way. Paid-for media includes television cinema and radio airtime, video on demand, press space, poster space, social media (including activation, i.e. posting and optimising) and digital/mobile advertising capacity.

3. Evaluation of media performance after the campaign has finished Post Campaign Analysis (PCAs)

4. Keeping the client teams up to date on key market and industry developments, particularly within London, answering ad hoc media-related questions and providing general advice on media strategy or ad hoc training if required

Core Services applying to Contracts between Transport for London and the Service Provider only

5. Review previous (including historic, iconic "art" programmes) and current activity that looks to generate additional journeys and / or additional revenue.

6. Consider options and opportunities to use marketing communications – including 3rd party partnerships and more joined up working with the Transport Museum and / or design colleges and arts schools – to increase the Authority's income through stimulating additional use of our profit making services / profit making journeys.

7. Annual planning:
   7.1. Optimises the Authority's budgets, taking a zero based approach clearly identifying where the movement of funds will help deliver better outcomes and what those better outcomes are likely to be.
   7.2. Annual planning for 2017/18.

8. Medium and longer term planning: