



Centre for Environment
Fisheries & Aquaculture
Science



Cefas

Cefas Conditions of Contract: CEFAS23-130

Contract for multi-media creation and distribution on climate change in Sri Lanka, under the Ocean Country Partnership Programme

November 2023

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procurement@defra.gsi.gov.uk

SECTION 1

FORM OF CONTRACT

PARTIES:

- (1) The Secretary of State for Environment, Food and Rural Affairs of Seacole Building, 2 Marsham Street, London, SW1P 4DF acting through **The Centre for Environment, Fisheries and Aquaculture Science** of Pakefield Road, Lowestoft, Suffolk, NR33 0HT (the “**Authority**”);

AND

- (2) Inbound Hype (Pvt) Ltd whose registered office is 103 Charles Pl, Colombo 03, Sri Lanka (the “**Contractor**”)

(each a “**Party**” and together the “**Parties**”).

WHEREAS

Following a competitive tender process, the Authority wishes to appoint the Contractor to provide certain services and goods and the Contractor agrees to provide those services and goods in accordance with these terms and conditions.

NOW IT IS HEREBY AGREED as follows:

1. TERMS OF CONTRACT

- 1.1 The “**Contract**” comprises the following:

Section 1:	Form of Contract
Section 2:	Terms and Conditions
Schedule 1:	Specification and Tender Submission
Schedule 2:	Prices
Schedule 3:	Change Control
Schedule 4:	Commercially Sensitive Information
Schedule 5:	Processing, Personal Data and Data Subjects – NOT USED
Schedule 6:	Non-Disclosure Agreement
Schedule 7:	Contractor and Third Party Software
Schedule 8:	Security Requirements, Policy and Plan

- 1.2 The Contract starts on 15 November 2023 (the “**Commencement Date**”) and ends on 30 September 2024 (the “**End Date**”) unless it is terminated early or extended in accordance with the Contract.

- 1.4 The Authority may extend the term of the Contract for two further periods of 6 months’ each (“**Extension**”). The terms of the Contract will apply throughout the period of any Extension.

AS WITNESS whereof the hands of the duly authorised representatives of the Parties the day and year first herein written.

SIGNED for and on behalf of AUTHORITY

SIGNED for and on behalf of CONTRACTOR

SIGNATURE. [REDACTED]

SIGNATURE..... [REDACTED]

NAME..... [REDACTED]

NAME [REDACTED]

Position..... [REDACTED]

Position [REDACTED]

Date..... 16 November 2023

Date..... 16.11.2023

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TERMS AND CONDITIONS

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A GENERAL PROVISIONS

A1 Definitions and Interpretation

Unless the context otherwise requires the following terms shall have the meanings given to them below:

“**Affected Party**” means the Party seeking to claim relief in respect of a Force Majeure Event.

“**Affiliate**” means in relation to a body corporate, any other entity which directly or indirectly Controls is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time.

“**Approval**” and “**Approved**” means the prior written consent of the Authority.

“**Authorised Representative**” means the Authority representative named in the CCN as authorised to approve agreed Variations.

“**Authority Data**” means:

- (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Contractor by or on behalf of the Authority; or (ii) which the Contractor is required to generate, process, store or transmit pursuant to the Contract; or
- (b) any Personal Data for which the Authority is the Controller.

“Authority Premises” means any premises owned, occupied or controlled by the Authority or any other Crown Body which are made available for use by the Contractor or its Sub-Contractors for provision of the Services.

“Authority Software” means software which is owned by or licensed to the Authority (other than under or pursuant to the Contract) and which is or will be used by the Contractor for the purposes of providing the Services.

“Authority System” means the Authority’s computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Contractor in connection with the Contract which is owned by or licensed to the Authority by a third party and which interfaces with the Contractor System or which is necessary for the Authority to receive the Services.

“BPSS” means the HMG Baseline Personnel Security Standard for Government employees.

“Delta” means the Authority’s e-procurement system.

“CCN” means a change control notice in the form set out in Schedule 3.

“Commencement Date” means the date set out in paragraph 1.3 of the Form of Contract.

“Commercially Sensitive Information” means the information listed in Schedule 4 comprising the information of a commercially sensitive nature relating to:

- (a) the Price;
- (b) details of the Contractor’s business and investment plans

which the Contractor has indicated to the Authority that, if disclosed by the Authority, would cause the Contractor significant commercial disadvantage or material financial loss.

“Confidential Information” means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of either Party and all Personal Data. Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure otherwise than by breach of clause E4;
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

“Contract” has the meaning given in paragraph 1.1 of the Form of Contract.

“Contract Period” means the period from the Commencement Date to:

- (a) the End Date; or
- (b) following an Extension, the end date of the Extension

or such earlier date of termination or partial termination of the Contract in accordance with the Law or the Contract.

“Contracting Authority” means any contracting authority (other than the Authority) as defined in regulation 3 of the Regulations.

“Contractor Software” means software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services and which is set out in Schedule 7.

“Contractor System” means the information and communications technology system used by the Contractor in performing the Services including the Software, the Contractor Equipment and related cabling (but excluding the Authority System).

“Control” means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and **“Controls”** and **“Controlled”** shall be interpreted accordingly.

“Controller” has the meaning given in the GDPR.

“Copyright” means as it is defined in s.1 of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

“Crown” means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government offices and government agencies and **“Crown Body”** is an emanation of the foregoing.

“Data Loss Event” means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.

“Data Protection Impact Assessment” means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

“Data Protection Legislation” means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; and (iii) 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 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.

“Database Rights” means as rights in databases are defined in s.3A of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

“Default” means any breach of the obligations of the relevant Party (including abandonment of the Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party or the Staff in connection with the subject-matter of the Contract and in respect of which such Party is liable to the other.

“DOTAS” means the Disclosure of Tax Avoidance Schemes rules which require a promotor of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act and as extended to NICs by the National Insurance (Application of Part 7 of the Finance Act 2004) regulations 2012, SI 2012/1868 made under section 132A of the Social Security Administration Act 1992.

“DPA 2018” means the Data Protection Act 2018.

“EIR” means the Environmental Information Regulations 2004 (SI 2004/3391) and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

“End Date” means the date the Contract ends set out in paragraph 1.3 of the Form of Contract.

“Equipment” means the Contractor’s equipment, consumables, plant, materials and such other items supplied and used by the Contractor in the delivery of the Services.

“Extension” has the meaning given in paragraph 1.4 of the Form of Contract.

“FOIA” means the Freedom of Information Act 2000 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.

“Force Majeure Event” means any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, for flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Contractor or the Staff or any other failure in the Contractor’s supply chain.

“Form of Contract” means Section 1 of the Contract.

“GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679).

“General Anti-Abuse Rule” means:

- (a) the legislation in Part 5 of the Finance Act 2013; and
- (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid NICs;

“Good Industry Practice” means standards, practices, methods and procedures conforming to the Law and 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 in a similar type of undertaking under the same or similar circumstances.

“Goods” means any goods supplied by the Contractor (or by a Sub-Contractor) under the Contract as specified in Schedule 1 including any modified or alternative goods.

“Halifax Abuse Principle” means the principle explained in the CJEU Case C-255/02 Halifax and others.

“**HMRC**” means HM Revenue & Customs.

“**ICT Environment**” means the Authority System and the Contractor System.

“**Information**” has the meaning given under section 84 of the FOIA.

“**Initial Contract Period**” means the period from the Commencement Date to the End Date.

“**Intellectual Property Rights**” means patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, Know-How, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

“**ITEPA**” means the Income Tax (Earnings and Pensions) Act 2003.

“**Key Personnel**” mean those persons named in the Specification as key personnel.

“**Know-How**” means all information not in the public domain held in any form (including without limitation that comprised in or derived from drawings, data formulae, patterns, specifications, notes, samples, chemical compounds, biological materials, computer software, component lists, instructions, manuals, brochures, catalogues and process descriptions and scientific approaches and methods).

“**Law**” means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any Regulatory Body with which the relevant Party is bound to comply.

“**LED**” means Law Enforcement Directive (Directive (EU) 2016/680).

“**Malicious Software**” means 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.

“**Material Breach**” means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Authority would otherwise derive from:

- (a) a substantial portion of the Contract; or
- (b) any of the obligations set out in clauses A6, D1, E1, E2, E3, E4, E7, E8 or E10.

“**Month**” means calendar month.

“**NICs**” means National Insurance Contributions.

“**Occasion of Tax Non-Compliance**” means:

- (a) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:
 - i) a Relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax Abuse principle or under any tax rules

or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;

- ii) the failure of an avoidance scheme which the Contractor was involved in, and which was, or should have been, notified to the Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a civil penalty for fraud or evasion.

“Personal Data” has the meaning given in the GDPR.

“Personal Data Breach” has the meaning given in the GDPR.

“Premises” means the location where the Services are to be supplied as set out in the Specification.

“Price” means the price (excluding any applicable VAT) payable to the Contractor by the Authority under the Contract, as set out in Schedule 2 for the full and proper performance by the Contractor of its obligations under the Contract.

“Processor” has the meaning given in the GDPR.

“Prohibited Act” means:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:
 - i) induce that person to perform improperly a relevant function or activity; or
 - ii) reward that person for improper performance of a relevant function or activity;
- (b) 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 the Contract;
- (c) an offence:
 - i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act;
 - ii) under legislation or common law concerning fraudulent acts; or
 - iii) the defrauding, attempting to defraud or conspiring to defraud the Authority;
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct has been carried out in the UK.

“Protective Measures” means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Schedule 8.

“Property” means the property, other than real property, issued or made available to the Contractor by the Authority in connection with the Contract.

“Purchase Order” means the document in which the Authority specifies the Services which are to be supplied by the Contractor under the Contract.

“Quality Standards” means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardization or other reputable or equivalent body (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with, and as may be further detailed in Schedule 1.

“Receipt” means the physical or electronic arrival of the invoice at the address specified in clause A4.4 or at any other address given by the Authority to the Contractor for the submission of invoices from time to time.

“Regulations” means the Public Contract Regulations 2015 (SI 2015/102).

“Regulatory Body” means a government department and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Authority.

“Relevant Conviction” means a conviction that is relevant to the nature of the Services or as listed by the Authority and/or relevant to the work of the Authority.

“Relevant Requirements” means 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.

“Relevant Tax Authority” means HMRC or, if applicable, a tax authority in the jurisdiction in which the Contractor is established.

“Replacement Contractor” means any third party supplier appointed by the Authority to supply any goods and/or services which are substantially similar to any of the Services in substitution for any of the Services following the expiry, termination or partial termination of the Contract.

“Request for Information” means a request for information under the FOIA or the EIR.

“Results” means any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is:

- a) prepared by or for the Contractor for use in relation to the performance of its obligations under the Contract; or
- b) the result of any work done by the Contractor, the Staff or any Sub-Contractor in relation to the provision of the Services.

“Returning Employees” means those persons agreed by the Parties to be employed by the Contractor (and/or any Sub-Contractor) wholly or mainly in the supply of the Services immediately before the end of the Contract Period.

“Security Policy Framework” means the HMG Security Policy Framework (available from the Cabinet Office’s Government Security Secretariat) as updated from time to time.

“Services” means the services set out in Schedule 1 (including any modified or alternative services).

“Specification” means the description of the Services to be supplied under the Contract as set out in Schedule 1 including, where appropriate, the Key Personnel, the Premises and the Quality Standards.

“SSCBA” means the Social Security Contributions and Benefits Act 1992.

“Staff” means all persons employed by the Contractor to perform its obligations under the Contract together with the Contractor’s servants, agents, suppliers and Sub-Contractors used in the performance of its obligations under the Contract.

“Sub-Contract” means a contract between 2 or more suppliers, at any stage of remoteness from the Authority in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract and **“Sub-Contractor”** shall be construed accordingly.

“Sub-processor” means any third party appointed to process Personal Data on behalf of the Contractor related to this Contract.

“Tender” means the document submitted by the Contractor to the Authority in response to the Authority’s invitation to suppliers for formal offers to supply the Services.

“TFEU” means the Treaty on the Functioning of the European Union.

“Third Party IP Claim” has the meaning given to it in clause E8.7 (Intellectual Property Rights).

“Third Party Software” means software which is proprietary to any third party which is or will be used by the Contractor to provide the Services including the software and which is specified as such in Schedule 7.

“Treaties” means the TFEU and the Treaty on European Union.

“TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

“TUPE Information” means the information set out in clause B17.1.

“Valid Invoice” means an invoice containing the information set out in clause C2.5.

“Variation” means a variation to the Specification, the Price or any of the terms or conditions of the Contract.

“VAT” means value added tax charged or regulated in accordance with the provisions of the Value Added Tax Act 1994.

“Working Day” means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

In the Contract, unless the context implies otherwise:

- (a) the singular includes the plural and vice versa;
- (b) words importing the masculine include the feminine and the neuter;
- (c) reference to a clause is a reference to the whole of that clause unless stated otherwise;

- (d) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or central Government body;
- (e) the words “other”, “in particular”, “for example”, “including” and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words “without limitation”;
- (f) headings are included for ease of reference only and shall not affect the interpretation or construction of the Contract;
- (g) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time; and
- (h) references to the Contract are references to the Contract as amended from time to time.

A2 The Authority’s Obligations

A2.1 Save as otherwise expressly provided, the obligations of the Authority under the Contract are obligations of the Authority in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Authority in any other capacity, and the exercise by the Authority of its duties and powers in any other capacity shall not lead to any liability (howsoever arising) on the part of the Authority to the Contractor.

A3 Contractor’s Status

A3.1 The Contractor shall be an independent contractor and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

A3.2 The Contractor shall not (and shall ensure that any other person engaged in relation to the Contract shall not) say or do anything that might lead any other person to believe that the Contractor is acting as the agent or employee of the Authority.

A4 Notices and Communications

A4.1 Subject to clause A4.3, where the Contract states that a notice or communication between the Parties must be “written” or “in writing” it is not valid unless it is made by letter (sent by hand, first class post, recorded delivery or special delivery) or by email or by communication via Delta.

A4.2 If it is not returned as undelivered a notice served:

- (a) in a letter is deemed to have been received 2 Working Days after the day it was sent; and
- (b) in an email is deemed to have been received 4 hours after the time it was sent provided it was sent on a Working Day

or when the other Party acknowledges receipt, whichever is the earlier.

A4.3 Notices pursuant to clauses G3 (Force Majeure), I2 (Dispute Resolution) or to terminate the Contract or any part of the Services are valid only if served in a letter by hand, recorded delivery or special delivery.

A4.4 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under the Contract:

(a) For the Authority:

Contact Name: [insert name];

Address: [insert address]; and

Email: [insert email address].

(b) For the Contractor:

Contact Name: [insert name];

Address: [insert address]; and

Email: [insert email address].

A5 Mistakes in Information

A5.1 The Contractor is responsible for the accuracy of all drawings, documentation and information supplied to the Authority by the Contractor in connection with the Services and shall pay the Authority any extra costs occasioned by any discrepancies, errors or omissions therein.

A6 Conflicts of Interest

A6.1 The Contractor shall take appropriate steps to ensure that neither the Contractor nor any Staff is placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Authority under the provisions of the Contract. The Contractor will notify the Authority without delay giving full particulars of any such conflict of interest which may arise.

A6.2 The Authority may terminate the Contract immediately by notice and/or take or require the Contractor to take such other steps it deems necessary if, in the Authority's reasonable opinion, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Authority under the provisions of the Contract. The actions of the Authority pursuant to this clause A6 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

B. THE SERVICES

B1 Specification

B1.1 In consideration of the Contractor supplying the Services and the Goods the Contractor shall be paid the Price.

B2 Samples

- B2.1 If requested by the Authority, the Contractor shall provide the Authority with samples of Goods for evaluation and Approval, at the Contractor's cost and expense.
- B2.2 The Contractor shall ensure that the Goods are fully compatible with any equipment, to the extent specified in the Specification.
- B2.3 The Contractor acknowledges that the Authority relies on the skill and judgment of the Contractor in the supply of the Goods and the performance of the Contractor's obligations under the Contract.

B3 Delivery

- B3.1 Unless otherwise stated in the Specification, where the Goods are delivered by the Contractor, the point of delivery shall be when the Goods are removed from the transporting vehicle at the Premises. If the Goods are collected by the Authority, the point of delivery shall be when the Goods are loaded on the Authority's vehicle.
- B3.2 Except where otherwise provided in the Contract, delivery shall include the unloading, stacking or installation of the Goods by the Staff or the Contractor's suppliers or carriers at such place as the Authority or duly authorised person shall reasonably direct.
- B3.3 Any access to the Premises and any labour and equipment that may be provided by the Authority in connection with delivery shall be provided without acceptance by the Authority of any liability whatsoever to the extent permitted by law.
- B3.4 Where access to the Premises is necessary in connection with delivery or installation of the Goods, the Contractor and its Sub-Contractors shall at all times comply with the security requirements of the Authority.
- B3.5 The Authority shall be under no obligation to accept or pay for any Goods supplied earlier than the date for delivery stated in the Specification.
- B3.6 The Authority is under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered. If the Authority elects not to accept such over-delivered Goods it shall give notice to the Contractor to remove them within 5 Working Days and to refund to the Authority any expenses incurred by it as a result of such over-delivery (including but not limited to the costs of moving and storing the Goods), failing which the Authority may dispose of such Goods and charge the Contractor for the costs of such disposal. The risk in any over-delivered Goods shall remain with the Contractor unless they are accepted by the Authority.
- B3.7 Unless expressly agreed to the contrary, the Authority shall not accept delivery by instalments. If, however, the Authority does specify or agree to delivery by instalments, delivery of any instalment later than the date specified or agreed for its delivery shall, without prejudice to any other rights or remedies of the Authority, entitle the Authority to terminate the whole of any unfulfilled part of the Contract without further liability to the Authority.
- B3.8 The Authority may inspect and examine the manner in which the Contractor supplies the Services at the Premises during normal business hours on reasonable notice. The Contractor shall provide free of charge all such facilities as the Authority may reasonably require for such inspection and examination. In this clause B3, Services include planning or preliminary work in connection with the supply of the Services.

- B3.9 If reasonably requested to do so by the Authority, the Contractor shall co-ordinate its activities in supplying the Services with those of the Authority and other contractors engaged by the Authority.
- B3.10 Timely supply of the Goods and Services is of the essence of the Contract, including in relation to commencing the supply of the Services within the time agreed or on a specified date. If the Contractor fails to deliver the Goods or Services within the time promised or specified in the Specification, the Authority is released from any obligation to accept and pay for the Goods or Services, as applicable, and may terminate the Contract, in either case without prejudice to any other rights and remedies of the Authority.

B4 Risk and Ownership

- B4.1 Subject to clauses B3.5 and B3.6, risk in the Goods shall, without prejudice to any other rights or remedies of the Authority (including the Authority's rights and remedies under clause F1 (Failure to meet Requirements)), pass to the Authority at the time of delivery.
- B4.2 Ownership in the Goods shall, without prejudice to any other rights or remedies of the Authority (including the Authority's rights and remedies under clause F1), pass to the Authority at the time of delivery (or payment, if earlier).

B5 Non-Delivery

- B5.1 On dispatch of any consignment of the Goods the Contractor shall send the Authority an advice note specifying the means of transport, the place and date of dispatch, the number of packages and their weight and volume.
- B5.2 If the Authority has been informed in writing of the despatch of the Goods and, having been placed in transit, the Goods are not delivered to the Authority on the due date for delivery, the Authority shall, within 10 Working Days of the notified date of delivery, give notice to the Contractor that the Goods have not been delivered and may request the Contractor to deliver substitute Goods free of charge within the timescales specified by the Authority or terminate the Contract in accordance with clause B3.10.

B6 Labelling and Packaging

- B6.1 The Contractor shall ensure that the Goods are labelled and packaged in accordance with the Contract.
- B6.2 The Contractor shall comply with the Packaging & Packaging Waste Directive (94/62/EC), implemented in the UK by the Packaging (Essential Requirements) Regulations 2003. The container in which the Goods are held shall be labelled with the Contractor's name, the net, gross and tare weights, and contain a description of its contents. All containers of hazardous Goods (and all documents relating thereto) shall bear prominent and adequate warnings.
- B6.3 The Contractor is responsible for the removal and disposal of all packaging materials from the Premises within the period specified by the Authority and at no cost to the Authority.
- B6.4 If no period for collection and disposal is specified by the Authority, the Contractor shall collect the packaging from the Premises no later than 10 Working Days from the date of delivery of the Goods. The Authority shall be entitled to dispose of any packaging materials which have not been collected by the Contractor within those 10 Working Days or such other period specified by the Authority for collection. The Contractor shall be responsible for the payment of any costs incurred by the Authority in connection with its collection and disposal of that packaging material.

B6.5 The Contractor shall:

- (a) use packaging capable of easy recovery for further use or recycling. Packaging materials shall be easily separable by hand into recyclable parts consisting of one material (e.g. cardboard, paper, plastic, textile);
- (b) reuse the packaging and, where reuse is not practicable, recycle the materials in the manufacture of crates, pallets, boxes, cartons, cushioning and other forms of packaging, where these fulfil other packaging specifications;
- (c) make maximum use of materials taken from renewable sources, if recycled materials are not suitable or not readily available;
- (d) if using wooden pallets or timber derived products for the packaging and supply of Goods, comply with the UK timber procurement policy and the provisions in clause D5;
- (e) review packaging specifications periodically to ensure that no unnecessary limitations on the use of recycled materials exist; and
- (f) if requested to do so, provide the Authority with a description of the product packaging and evidence to satisfy the Authority that it is reusing, recycling and reviewing its use of packaging. The evidence should provide proof of compliance with BS EN 13430 on recyclability or BS EN 13429 on reusability, or equivalent.

B7 Training

B7.1 If included in the Specification, the Price includes the cost of instruction of the Authority's personnel in the use and maintenance of the Goods and such instruction shall be in accordance with the requirements detailed in the Specification.

B8 Provision and Removal of Equipment

B8.1 The Contractor shall provide all the Equipment and resource necessary for the supply of the Services.

B8.2 The Contractor shall not deliver any Equipment to or begin any work on the Premises without obtaining Approval.

B8.3 All Equipment brought onto the Premises shall be at the Contractor's own risk and the Authority shall have no liability for any loss of or damage to any Equipment unless the Contractor is able to demonstrate that such loss or damage was caused or contributed to by the Authority's Default. The Contractor shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost.

B8.4 Unless otherwise agreed, Equipment brought onto the Premises will remain the property of the Contractor.

B8.5 If the cost of any Equipment is reimbursed to the Contractor such Equipment shall be the property of the Authority and shall on request be delivered to the Authority as directed by the Authority. The Contractor will keep a full and accurate inventory of such Equipment and will deliver that inventory to the Authority on request and on completion of the Services.

B8.6 The Contractor shall maintain all Equipment in a safe, serviceable and clean condition.

- B8.7 The Contractor shall, at the Authority's written request, at its own expense and as soon as reasonably practicable:
- (a) remove immediately from the Premises Equipment which is, in the Authority's opinion, hazardous, noxious or not supplied in accordance with the Contract; and
 - (b) replace such item with a suitable substitute item of Equipment.
- B8.8 Within 20 Working Days following the end of the Contract Period, the Contractor shall remove the Equipment together with any other materials used by the Contractor to supply the Services and shall leave the Premises in a clean, safe and tidy condition. The Contractor shall make good any damage to those Premises and any fixtures and fitting in the Premises which is caused by the Contractor or Staff.

B9 Goods Delivery

- B9.1 The Contractor shall perform its obligations under the Contract:
- (a) with appropriately experienced, qualified and trained personnel with all due skill, care and diligence;
 - (b) in accordance with Good Industry Practice; and
 - (c) in compliance with all applicable Laws.
- B9.2 The Contractor shall ensure the Goods:
- (a) conform in all respects with the Specification and, where applicable, with any sample approved by the Authority;
 - (b) operate in accordance with the relevant technical specifications and correspond with the requirements of the Specification;
 - (c) conform in all respects with all applicable Laws; and
 - (d) are free from defects in design, materials and workmanship and are fit and sufficient for all the purposes for which such goods are ordinarily used and for any particular purpose made known to the Contractor by the Authority.

B10 Service Delivery

- B10.1 The Contractor shall at all times comply with the Quality Standards and, where applicable, shall maintain accreditation with the relevant Quality Standards authorisation body. To the extent that the standard of the Service has not been specified in the Contract, the Contractor shall agree the relevant standard of the Services with the Authority prior to the supply of the Services and, in any event, the Contractor shall perform its obligations under the Contract in accordance with the Law and Good Industry Practice.
- B10.2 The Contractor shall ensure that all Staff supplying the Services do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services. The Contractor shall ensure that those Staff are properly managed and supervised.
- B10.3 If the Specification includes installation of equipment the Contractor shall notify the Authority in writing when it has completed installation. Following receipt of such notice, the Authority shall inspect the installation and shall, by giving notice to the Contractor:

- (a) accept the installation; or
- (b) reject the installation and inform the Contractor why, in the Authority's reasonable opinion, the installation does not satisfy the Specification.

B10.4 If the Authority rejects the installation pursuant to clause B10.3(b), the Contractor shall immediately rectify or remedy any defects and if, in the Authority's reasonable opinion, the installation does not, within 2 Working Days or such other period agreed by the Parties, satisfy the Specification, the Authority may terminate the Contract with immediate effect by notice.

B10.5 The installation shall be complete when the Contractor receives a notice issued by the Authority in accordance with clause B10.3(a). Notwithstanding acceptance of any installation in accordance with clause B10.3(a), the Contractor shall remain solely responsible for ensuring that the Services and the installation conform to the Specification. No rights of estoppel or waiver shall arise as a result of the acceptance by the Authority of the installation.

B10.6 During the Contract Period, the Contractor shall:

- (a) at all times have all licences, approvals and consents necessary to enable the Contractor and Staff to carry out the installation;
- (b) provide all tools and equipment (or procure the provision of all tools and equipment) necessary for completion of the installation; and
- (c) not, in delivering the Services, in any manner endanger the safety or convenience of the public.

B11 Key Personnel

B11.1 The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services.

B11.2 The Key Personnel shall not be released from supplying the Services without the agreement of the Authority, except by reason of long-term sickness, maternity leave, paternity leave or termination of employment or other similar extenuating circumstances.

B11.3 Any replacements to the Key Personnel shall be subject to Approval. Such replacements shall be of at least equal status, experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

B11.4 The Authority shall not unreasonably withhold its agreement under clauses B11.2 or B11.3. Such agreement shall be conditional on appropriate arrangements being made by the Contractor to minimise any adverse effect on the Services which could be caused by a change in Key Personnel.

B11.5 The Authority may, by notice to the Contractor, ask it to remove any Staff whose presence is, in the Authority's reasonable opinion, undesirable. The Contractor shall comply with any such request immediately.

B12 Contractor's Staff

B12.1 The Authority may, by notice to the Contractor, refuse to admit onto, or withdraw permission to remain on, the Authority's Premises:

- (a) any member of the Staff; or
- (b) any person employed or engaged by any member of the Staff,

whose admission or continued presence would, in the Authority's reasonable opinion, be undesirable.

B12.2 At the Authority's written request, the Contractor shall provide a list of the names and addresses of all persons who may require admission in to the Authority's Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Authority may reasonably request.

B12.3 The decision of the Authority as to whether any person is to be refused access to the Authority's Premises and as to whether the Contractor has failed to comply with clause B12.2 shall be final.

B12.4 The Contractor shall ensure that all Staff who have access to the Authority's Premises, the Authority System or the Authority Data have been cleared in accordance with the BPSS.

B13 Inspection of Premises

B13.1 Save as the Authority may otherwise direct, the Contractor is deemed to have inspected the Premises before submitting its Tender and to have complete due diligence in relation to all matters connected with the performance of its obligations under the Contract.

B14 Licence to Occupy Premises

B14.1 Any land or Premises made available from time to time to the Contractor by the Authority in connection with the Contract shall be on a non-exclusive licence basis free of charge and shall be used by the Contractor solely for the purpose of performing its obligations under the Contract. The Contractor shall have the use of such land or Premises as licensee and shall vacate the same on termination of the Contract.

B14.2 The Contractor shall limit access to the land or Premises to such Staff as is necessary for it to perform its obligations under the Contract and the Contractor shall co-operate (and ensure that its Staff co-operate) with such other persons working concurrently on such land or Premises as the Authority may reasonably request.

B14.3 Should the Contractor require modifications to the Authority's Premises, such modifications shall be subject to Approval and shall be carried out by the Authority at the Contractor's expense. The Authority shall undertake approved modification work without undue delay.

B14.4 The Contractor shall (and shall ensure that any Staff on the Authority's Premises shall) observe and comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when on the Authority's Premises as determined by the Authority.

B14.5 The Contract does not create a tenancy of any nature whatsoever in favour of the Contractor or its Staff and no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the Authority retains the right at any time to use the Premises owned or occupied by it in any manner it sees fit.

B15 Property

- B15.1 All Property is and shall remain the property of the Authority and the Contractor irrevocably licenses the Authority and its agents to enter any Premises of the Contractor during normal business hours on reasonable notice to recover any such Property. The Contractor shall not in any circumstances have a lien or any other interest on the Property and the Contractor shall at all times possess the Property as fiduciary agent and bailee of the Authority. The Contractor shall take all reasonable steps to ensure that the title of the Authority to the Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Authority's request, store the Property separately and ensure that it is clearly identifiable as belonging to the Authority.
- B15.2 The Property shall be deemed to be in good condition when received by or on behalf of the Contractor unless the Contractor notifies the Authority otherwise within 5 Working Days of receipt.
- B15.3 The Contractor shall maintain the Property in good order and condition (excluding fair wear and tear), and shall use the Property solely in connection with the Contract and for no other purpose without Approval.
- B15.4 The Contractor shall ensure the security of all the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Services, in accordance with the Authority's reasonable security requirements as required from time to time.
- B15.5 The Contractor shall be liable for all loss of or damage to the Property, unless such loss or damage was caused by the Authority's negligence. The Contractor shall inform the Authority immediately of becoming aware of any defects appearing in, or losses or damage occurring to, the Property.

B16 Offers of Employment

- B16.1 Except in respect of any transfer of Staff under TUPE, for the Contract Period and for 12 Months thereafter the Contractor shall not employ or offer employment to any of the Authority's staff who have been associated with the Services and/or the Contract without Approval.

B17 Employment Provisions

- B17.1 Not later than 12 Months prior to the end of the Contract Period, the Contractor shall fully and accurately disclose to the Authority all information that the Authority may reasonably request in relation to the Staff including the following:
- (a) the total number of Staff whose employment/engagement shall terminate at the end of the Contract Period, save for any operation of Law;
 - (b) the age, gender, salary or other remuneration, future pay settlements and redundancy and pensions entitlement of the Staff referred to in clause B17.1 (a);
 - (c) the terms and conditions of employment/engagement of the Staff referred to in clause B17.1 (a), their job titles and qualifications;
 - (d) details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings and details of any claims current or threatened; and
 - (e) details of all collective agreements with a brief summary of the current state of negotiations with any such bodies and with details of any current industrial disputes and claims for recognition by any trade union.

- B17.2 At intervals determined by the Authority (which shall not be more frequent than once every 30 days) the Contractor shall give the Authority updated TUPE Information.
- B17.3 Each time the Contractor supplies TUPE Information to the Authority it shall warrant its completeness and accuracy and the Authority may assign the benefit of this warranty to any Replacement Contractor.
- B17.4 The Authority may use TUPE Information it receives from the Contractor for the purposes of TUPE and/or any retendering process in order to ensure an effective handover of all work in progress at the end of the Contract Period. The Contractor shall provide the Replacement Contractor with such assistance as it shall reasonably request.
- B17.5 If TUPE applies to the transfer of the Services on termination of the Contract, the Contractor shall indemnify and keep indemnified the Authority, the Crown and any Replacement Contractor against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority or the Crown or any Replacement Contractor may suffer or incur as a result of or in connection with:
- (a) the provision of TUPE Information;
 - (b) any claim or demand by any Returning Employee (whether in contract, tort, under statute, pursuant to EU Law or otherwise) in each case arising directly or indirectly from any act, fault or omission of the Contractor or any Sub-Contractor in respect of any Returning Employee on or before the end of the Contract Period;
 - (c) any failure by the Contractor or any Sub-Contractor to comply with its obligations under regulations 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE save where such failure arises from the failure of the Authority or a Replacement Contractor to comply with its duties under regulation 13 of TUPE;
 - (d) any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Returning Employees arising from or connected with any failure by the Contractor or any Sub-Contractor to comply with any legal obligation to such trade union, body or person; and
 - (e) any claim by any person who is transferred by the Contractor to the Authority and/or a Replacement Contractor whose name is not included in the list of Returning Employees.
- B17.6 If the Contractor becomes aware that TUPE Information it provided has become inaccurate or misleading, it shall notify the Authority and provide the Authority with up to date TUPE Information.
- B17.7 This clause B17 applies during the Contract Period and indefinitely thereafter.
- B17.8 The Contractor undertakes to the Authority that, during the 12 Months prior to the end of the Contract Period the Contractor shall not (and shall procure that any Sub-Contractor shall not) without Approval (such Approval not to be unreasonably withheld or delayed):
- (a) amend or vary (or purport to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay) of any Staff (other than where such amendment or variation has previously been agreed between the Contractor and the Staff in the normal course of business and where any such amendment or variation is not in any way related to the transfer of the Services);

- (b) terminate or give notice to terminate the employment or engagement of any Staff (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);
- (c) transfer away, remove, reduce or vary the involvement of any other Staff from or in the provision of the Services (other than where such transfer or removal: (i) was planned as part of the individual's career development; (ii) takes place in the normal course of business; and (iii) will not have any adverse impact upon the delivery of the Services by the Contractor, (provided that any such transfer, removal, reduction or variation is not in any way related to the transfer of the Services); or
- (d) recruit or bring in any new or additional individuals to provide the Services who were not already involved in providing the Services prior to the relevant period.

C PAYMENT

C1 Price

- C1.1 In consideration of the Contractor's performance of its obligations under the Contract, the Authority shall pay the Price in accordance with clause C2.

C2 Payment and VAT

- C2.1 The Contractor shall submit invoices to the Authority on the dates set out in Schedule 2.
- C2.2 The Authority shall, in addition to the Price and following Receipt of a Valid Invoice, pay the Contractor a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Contract.
- C2.3 The Contractor shall add VAT to the Price at the prevailing rate as applicable and shall show the amount of VAT payable separately on all invoices as an extra charge. If the Contractor fails to show VAT on an invoice, the Authority will not, at any later date, be liable to pay the Contractor any additional VAT.
- C2.4 All Contractor invoices shall be expressed in sterling or such other currency as shall be permitted by the Authority in writing.
- C2.5 Valid Invoices shall include:
 - (a) the Contractor's full name, address and title of the Contract;
 - (b) (if Goods are included in the Specification) the name and quantity of the Goods delivered including batch numbers;
 - (c) the Purchase Order number

and, if requested by the Authority:

 - (d) timesheets for Staff engaged in providing the Services signed and dated by the Authority's representative on the Premises on the day;
 - (e) the name of the individuals to whom the timesheet relates and hourly rates for each;

- (f) identification of which individuals are Contractor's staff and which are Sub-Contractors;
 - (g) the address of the Premises and the date on which work was undertaken;
 - (h) the time spent working on the Premises by the individuals concerned;
 - (i) details of the type of work undertaken by the individuals concerned;
 - (j) details of plant or materials operated and on standby;
 - (k) separate identification of time spent travelling and/or meal or rest breaks; and
 - (l) where appropriate, details of journeys made and distances travelled.
- C2.6 The Authority shall not pay Contractor time spent on meal or rest breaks and the Contractor shall ensure that all workers take adequate meal or rest breaks.
- C2.7 The Authority shall not pay for plant which is not in use during a meal or rest break.
- C2.8 Meal and rest breaks will include breaks both in or outside an individual's workplace along with any time taken in travelling to or from the break location and/or any facilities for cleaning/changing/washing in preparation for or return from a meal or rest break.
- C2.9 Timesheets must include a minimum of 30 minutes break for each shift of 8 hours, a minimum of 45 minutes break in a shift of between 8 and 12 hours and a minimum of one hour break will be taken within a shift in excess of 12 hours and the Contractor's rates and Contract Price must include such breaks.
- C2.10 The Authority shall not pay the Contractor's overhead costs unless specifically agreed in writing by the Authority and overhead costs shall include, without limitation; facilities, utilities, insurance, tax, head office overheads, indirect staff costs and other costs not specifically and directly ascribable solely to the provision of the Services.
- C2.11 If Schedule 2 expressly provides that the Authority may be charged for plant which is on standby then in circumstances where plant was waiting to be transferred between Premises or where the Authority has instructed that the plant is retained on the Premises then a standby charge of 60% of agreed rates may be made in respect of such relevant periods if supported by timesheets.
- C2.12 The Authority shall pay only for the time spent by Staff working on the Premises.
- C2.13 The Authority shall not pay a stand-by rate if plant is on standby because no work was being carried out on the Premises at that time or no operator or other relevant staff were available (unless the standby is because the Contractor is awaiting licensing of the Premises on the Authority's instructions).
- C2.14 The Authority shall not pay for plant or equipment which is stood down during any notice period pursuant to clauses H1, H2 and/or H3 and the Contractor shall mitigate such costs as far as is reasonably possible, for example, by reutilising Staff, plant, materials and services on other contracts.
- C2.15 The Contractor may claim expenses only if they are clearly identified, supported by original receipts and Approved.

- C2.16 If the Authority pays the Contractor prior to the submission of a Valid Invoice this payment shall be on account of and deductible from the next payment to be made.
- C2.17 If any overpayment has been made or the payment or any part is not supported by a Valid Invoice the Authority may recover this payment against future invoices raised or directly from the Contractor. All payments made by the Authority to the Contractor shall be on an interim basis pending final resolution of an account with the Contractor in accordance with the terms of this clause C2.
- C2.18 The Authority shall pay all sums due to the Contractor within 30 days of Receipt of a Valid Invoice. Valid Invoices should be submitted for payment to the following address:

finance@cefasc.co.uk or Transactions Team, Cefas Laboratory, Pakefield Road, Lowestoft, Suffolk, NR33 0HT.
- C2.19 If a payment of an undisputed amount is not made by the Authority by the due date, then the Authority shall pay the Contractor interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- C2.20 The Contractor shall ensure that a provision is included in all Sub-Contracts which requires payment to be made of all sums due to Sub-Contractors within 30 days from the receipt of a valid invoice.
- C2.21 The Contractor shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of the Contractor's failure to account for or to pay any VAT relating to payments made to the Contractor under the Contract. Any amounts due under this clause C2.21 shall be paid by the Contractor to the Authority not less than 5 Working Days before the date upon which the tax or other liability is payable by the Authority.
- C2.22 The Contractor shall not suspend the Services unless the Contractor is entitled to terminate the Contract under clause H2.3 for failure to pay undisputed sums of money.
- C2.23 The Authority shall not pay an invoice which is not Valid Invoice.

C3 Recovery of Sums Due

- C3.1 If under the Contract any sum of money is recoverable from or payable by the Contractor to the Authority (including any sum which the Contractor is liable to pay to the Authority in respect of any breach of the Contract), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Contractor from the Authority under the Contract or under any other agreement with the Authority or the Crown.
- C3.2 Any overpayment by either Party, whether of the Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- C3.3 The Contractor shall make all payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Contractor.
- C3.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

C4 Price During Extension

- C4.1 Subject to Schedule 2 and clause F6 (Variation), the Price shall apply for the Initial Contract Period and until the end date of any Extension or such earlier date of termination or partial termination of the Contract in accordance with the Law or the Contract.

D. STATUTORY OBLIGATIONS

D1 Prevention of Fraud and Bribery

- D1.1 The Contractor represents and warrants that neither it, nor to the best of its knowledge any Staff, have at any time prior to the Commencement 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; and/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.

- D1.2 The Contractor shall not during the Contract Period:

- (a) commit a Prohibited Act; and/or
- (b) do or suffer anything to be done which would cause the Authority or any of its 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.

- D1.3 The Contractor shall, during the Contract Period:

- (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; and
- (b) keep appropriate records of its compliance with its obligations under clause D1.3(a) and make such records available to the Authority on request.

- D1.4 The Contractor shall immediately notify the Authority in writing if it becomes aware of any breach of clauses D1.1 and/or D1.2, or has reason to believe that it has or any of the Staff 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; and/or
- (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of the Contract or otherwise suspects that any

person directly or indirectly connected with the Contract has committed or attempted to commit a Prohibited Act.

- D1.5 If the Contractor notifies the Authority pursuant to clause D1.4, the Contractor shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation.
- D1.6 If the Contractor is in Default under clauses D1.1 and/or D1.2, the Authority may by notice:
- (a) require the Contractor to remove from performance of the Contract any Staff whose acts or omissions have caused the Default; or
 - (b) immediately terminate the Contract.
- D1.7 Any notice served by the Authority under clause D1.6 shall specify the nature of the Prohibited Act, the identity of the party who the Authority believes has committed the Prohibited Act and the action that the Authority has taken (including, where relevant, the date on which the Contract shall terminate).

D2 Discrimination

D2.1 The Contractor shall:

- (a) perform its obligations under the Contract in accordance with:
 - i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy maternity or otherwise);
 - ii) the Authority's equality and diversity policy as given to the Contractor from time to time;
 - iii) any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law; and
- (b) take all necessary steps and inform the Authority of the steps taken to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation).

D3 Rights of Third Parties

- D3.1 The provisions of clauses B17.5 and E8.3 confer benefits on persons named in such provisions (together "**Third Party Provisions**") other than the Parties (each person a "**Third Party Beneficiary**") and are intended to be enforceable by Third Party Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act 1999 ("**CRTPA**").
- D3.2 Subject to clause D3.1, a person who is not a Party has no right under the CRTPA to enforce any provisions of the Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA and does not apply to the Crown.
- D3.3 No Third Party Beneficiary may enforce or take steps to enforce any Third Party Provision without Approval.

D3.4 Any amendments to the Contract may be made by the Parties without the consent of any Third Party Beneficiary.

D4 Health and Safety

D4.1 The Contractor shall perform its obligations under the Contract in accordance with:

- (a) all applicable Law regarding health and safety; and
- (b) the Authority's health and safety policy while at the Authority's Premises.

D4.2 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority's Premises of which it becomes aware and which relate to or arise in connection with the performance of the Contract. The Contractor shall instruct Staff to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

D5 Environmental Requirements

D5.1 The Contractor shall in the performance of the Contract have due regard to the Authority's environmental, sustainable and ethical procurement policies ("**Environmental Policies**") which require the Authority through its procurement and management of suppliers to:

- (a) conserve energy, water, wood, paper and other resources and reduce waste;
- (b) phase out the use of ozone depleting substances;
- (c) minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment;
- (d) minimise the use of products harmful to health and the environment such as hazardous substances and solvents, replacing them with more benign substances where feasible and, where such substances are necessary, to ensure that they are stored in properly labelled containers, used and disposed of in compliance with legal and regulatory requirements and any instructions from the Authority;
- (e) reduce fuel emissions wherever possible;
- (f) maximise the use of recovered materials and, if recycled materials are not suitable or not readily available, to maximise the use of materials taken from renewable sources; and
- (g) promote the design of products that are capable of reuse or remanufacture or easily separable into recyclable parts consisting of one material (e.g. steel, plastic, textile).

D5.2 The Contractor shall ensure that any equipment and materials used in the provision of the Services do not contain:

- (a) ozone depleting substances such as hydrochlorofluorocarbons (HCFCs), halons, carbon tetrachloride, 111 trichloroethane, bromochloromethane or any other damaging substances; and/or
- (b) HFCs and other gaseous and non-gaseous substances with a high global warming potential

unless given written permission by the Authority to do so.

- D5.3 The Contractor shall conserve energy and water; reduce carbon emissions and other greenhouse gases; minimise the use of substances damaging or hazardous to health and the environment and reduce waste by, for example, using resources more efficiently and reusing, recycling and composting and respecting biodiversity.
- D5.4 If required by the Authority the Contractor shall provide the Authority with information about its compliance with its obligations under clause D5.3.
- D5.5 The Contractor shall ensure that its Staff are aware of the Authority's Environmental Policies.
- D5.6 The Contractor shall comply with the minimum environmental mandatory standards in the "Government Buying Standards" and in addition where required by the Authority, comply with any relevant "Best Practice" and "Class Leader" standards in relation to any goods on that list which are supplied to the Authority by or on behalf of the Contractor under the Contract.
- D5.7 The Contractor shall:
- (a) identify any risks arising from climate change and variable weather such as higher temperatures, droughts, flooding, sea and river level rises, coastal and riparian erosion, water scarcity, and loss of water quality which may disrupt and/or affect the supply of the Services; and
 - (b) if such risks have been identified, enhance the resilience of its organisation to enable it to adapt and deal with the effects of such extreme events, including by having the necessary awareness-raising, evaluation, preventive, preparatory, recovery measures and support systems in place in order to minimise any disruption to the supply of the Services.

E PROTECTION OF INFORMATION

E1 Authority Data

- E1.1 The Contractor shall not delete or remove any proprietary notices contained within or relating to the Authority Data.
- E1.2 The Contractor shall not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Contractor of its obligations under this Contract or as otherwise expressly authorised in writing by the Authority.
- E1.3 To the extent that Authority Data is held and/or processed by the Contractor, the Contractor shall supply Authority Data to the Authority as requested by the Authority in the format specified in the Specification.
- E1.4 The Contractor shall preserve the integrity of Authority Data and prevent the corruption or loss of Authority Data.
- E1.5 The Contractor shall perform secure back-ups of all Authority Data and shall ensure that up-to-date back-ups are stored securely off-site. The Contractor shall ensure that such back-ups are made available to the Authority immediately upon request.

- E1.6 The Contractor shall ensure that any system on which the Contractor holds any Authority Data, including back-up data, is a secure system that complies with the Security Policy Framework.
- E1.7 If Authority Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Authority may:
- (a) require the Contractor (at the Contractor's expense) to restore or procure the restoration of Authority Data and the Contractor shall do so promptly; and/or
 - (b) itself restore or procure the restoration of Authority Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so.
- E1.8 If at any time the Contractor suspects or has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Authority immediately and inform the Authority of the remedial action the Contractor proposes to take.

E2 Data Protection

- E2.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor unless otherwise specified in Schedule 5. The only processing that the Contractor is authorised to do is listed in Schedule 5 by the Authority and may not be determined by the Contractor.
- E2.2 The Contractor shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.
- E2.3 The Contractor shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, 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.
- E2.4 The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
- (a) process that Personal Data only in accordance with Schedule 5 unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event, which the Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the Protective Measures), 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 Staff do not process Personal Data except in accordance with this Contract (and in particular Schedule 5);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Contractor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
 - (C) 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 Authority or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the European Union unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
- (i) the Authority or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with the GDPR Article 46 or LED Article 37) as determined by the Authority;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Contractor 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 Authority in meeting its obligations); and
 - (iv) the Contractor complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;
- (e) at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Contract unless the Contractor is required by Law to retain the Personal Data.

E2.5 Subject to clause E2.6 the Contractor shall notify the Authority immediately if, in relation to any Personal Data processed in connection with its obligations under this Contract, it:

- (a) receives a Data Subject Request (or purported Data Subject 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;
- (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.

E2.6 The Contractor's obligation to notify under clause E2.5 shall include the provision of further information to the Authority in phases, as details become available.

E2.7 Taking into account the nature of the processing, the Contractor shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation in relation to any Personal Data processed in connection with its obligations under this Contract and any complaint, communication or request made under Clause E2.5 (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:

- (a) the Authority with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Authority following any Data Loss Event;
- (e) assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.

E2.8 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:

- (a) the Authority determines that the processing is not occasional;
- (b) the Authority 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; or
- (c) the Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

E2.9 The Contractor shall allow for audits of its Personal Data processing activity by the Authority or the Authority's designated auditor.

E2.10 Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.

- E2.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Contractor must:
- (a) notify the Authority in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Authority;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause E2 such that they apply to the Sub-processor; and
 - (d) provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.
- E2.12 The Contractor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- E2.13 The Authority 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 Contract).
- E2.14 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Working Days' notice to the Contractor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Officer.
- E2.15 This clause E2 shall apply during the Contract Period and indefinitely after its expiry.

E3 Official Secrets Acts and Finance Act

- E3.1 The Contractor shall comply with the provisions of:
- (a) the Official Secrets Acts 1911 to 1989; and
 - (b) section 182 of the Finance Act 1989.

E4 Confidential Information

- E4.1 Except to the extent set out in this clause E4 or if disclosure or publication is expressly permitted elsewhere in the Contract each Party shall treat all Confidential Information belonging to the other Party as confidential and shall not disclose any Confidential Information belonging to the other Party to any other person without the other party's consent, except to such persons and to such extent as may be necessary for the performance of the Party's obligations under the Contract.
- E4.2 The Contractor hereby gives its consent for the Authority to publish the whole Contract (but with any information which is Confidential Information belonging to the Authority redacted) including from time to time agreed changes to the Contract, to the general public.
- E4.3 If required by the Authority, the Contractor shall ensure that Staff, professional advisors and consultants sign a non-disclosure agreement prior to commencing any work in connection with the Contract in substantially the form attached in Schedule 6 and, if applicable, incorporating the requirements of clause E2.11. The Contractor shall maintain a list of the non-disclosure agreements completed in accordance with this clause E4.3.

- E4.4 If requested by the Authority, the Contractor shall give the Authority a copy of the list and, subsequently upon request by the Authority, copies of such of the listed non-disclosure agreements as required by the Authority. The Contractor shall ensure that its Staff, professional advisors and consultants are aware of the Contractor's confidentiality obligations under the Contract.
- E4.5 The Contractor may only disclose the Authority's Confidential Information to the Staff who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.
- E4.6 The Contractor shall not, and shall procure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of this Contract.
- E4.7 Clause E4.1 shall not apply to the extent that:
- (a) such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR;
 - (b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - (c) such information was obtained from a third party without obligation of confidentiality;
 - (d) such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or
 - (e) it is independently developed without access to the other Party's Confidential Information.
- E4.8 Nothing in clause E4.1 shall prevent the Authority disclosing any Confidential Information obtained from the Contractor:
- (a) for the purpose of the examination and certification of the Authority's accounts;
 - (b) for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
 - (c) to any Crown Body or any Contracting Authority and the Contractor hereby acknowledges that all government departments or Contracting Authorities receiving such Confidential Information may further disclose the Confidential Information to other government departments or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any Contracting Authority;
 - (d) to any consultant, contractor or other person engaged by the Authority
- provided that in disclosing information under clauses E4.8 (c) and (d) the Authority discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.
- E4.9 Nothing in clauses E4.1 to E4.6 shall prevent either Party from using any techniques, ideas or Know-How gained during the performance of its obligations under the Contract in the course of its normal business, to the extent that this does not result in a disclosure of the

other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

- E4.10 The Authority shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or Sub-Contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause E4.6 is made aware of the Authority's obligations of confidentiality.
- E4.11 If the Contractor does not comply with clauses E4.1 to E4.6 the Authority may terminate the Contract immediately on notice to the Contractor.
- E4.12 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the supply of the Services, the Contractor shall maintain adequate security arrangements that meet the requirements of professional standards and best practice.
- E4.13 The Contractor will immediately notify the Authority of any breach of security in relation to Confidential Information and all data obtained in the supply of the Services and will keep a record of such breaches. The Contractor will use its best endeavours to recover such Confidential Information or data however it may be recorded. The Contractor will co-operate with the Authority in any investigation as a result of any breach of security in relation to Confidential Information or data.
- E4.14 The Contractor shall, at its own expense, alter any security systems at any time during the Contract Period at the Authority's request if the Authority reasonably believes the Contractor has failed to comply with clause E4.12.

E5 Freedom of Information

- E5.1 The Contractor acknowledges that the Authority is subject to the requirements of the FOIA and the EIR.
- E5.2 The Contractor shall transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within 2 Working Days of receipt and shall:
 - (a) give the Authority a copy of all Information in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may specify) of the Authority's request;
 - (b) provide all necessary assistance as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIR; and
 - (c) not respond to directly to a Request for Information unless authorised to do so in writing by the Authority.
- E5.3 The Authority shall determine in its absolute discretion and notwithstanding any other provision in the Contract or any other agreement whether the Commercially Sensitive Information and any other Information is exempt from disclosure in accordance with the provisions of the FOIA and/or the EIR.

E6 Publicity, Media and Official Enquiries

- E6.1 Without prejudice to the Authority's obligations under the FOIA, the EIR or any obligations under the Regulations or any policy requirements as to transparency, neither Party shall make any press announcement or publicise the Contract or any part thereof in any way, except with the written consent of the other Party.

E6.2 The Contractor shall use its reasonable endeavours to ensure that its Staff, professional advisors and consultants comply with clause E6.1.

E7 Security

E7.1 The Authority shall be responsible for maintaining the security of the Authority's Premises in accordance with its standard security requirements. The Contractor shall comply with all security requirements of the Authority while on the Authority's Premises, and shall ensure that all Staff comply with such requirements.

E7.2 The Authority shall give the Contractor upon request copies of its written security procedures.

E7.3 The Contractor shall, as an enduring obligation during the Contract Period, use the latest versions of anti-virus definitions available from an industry accepted anti-virus software vendor to check for and delete Malicious Software from the ICT Environment.

E7.4 Notwithstanding clause E7.3, if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of the Authority Data, assist each other to mitigate any losses and to restore the provision of Services to their desired operating efficiency.

E7.5 Any cost arising out of the actions of the Parties taken in compliance with clause E7.4 shall be borne by the Parties as follows:

- (a) by the Contractor where the Malicious Software originates from the Contractor Software, the Third Party Software or the Authority Data (whilst the Authority Data was under the control of the Contractor); and
- (b) by the Authority if the Malicious Software originates from the Authority Software or Authority Data (whilst the Authority Data was under the control of the Authority).

E8 Intellectual Property Rights

E8.1 All Intellectual Property Rights in:

- (a) the Results; or
- (b) any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is furnished to or made available to the Contractor by or on behalf of the Authority (together with the Results, the "**IP Materials**")

shall vest in the Authority (save for Copyright and Database Rights which shall vest in Her Majesty the Queen) and the Contractor shall not, and shall ensure that the Staff shall not, use or disclose any IP Materials without Approval save to the extent necessary for performance by the Contractor of its obligations under the Contract.

E8.2 The Contractor hereby assigns:

- (a) to the Authority, with full title guarantee, all Intellectual Property Rights (save for Copyright and Database Rights) which may subsist in the IP Materials prepared in accordance with clauses E8.1(a) and (b). This assignment shall take effect on the date of the Contract or (in the case of rights arising after the date of the Contract) as

a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Contractor; and

- (b) to Her Majesty the Queen, with full title guarantee, all Copyright and Database Rights which may subsist in the IP Materials prepared in accordance with clauses E8.1 (a) and (b),

and shall execute all documents and do all acts as are necessary to execute these assignments.

E8.3 The Contractor shall:

- (a) waive or procure a waiver of any moral rights held by it or any third party in copyright material arising as a result of the Contract or the performance of its obligations under the Contract;
- (b) ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform the Services grants to the Authority a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Authority an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free, worldwide and irrevocable and shall include the right for the Authority to sub-license, transfer, novate or assign to other Contracting Authorities, the Crown, the Replacement Contractor or to any other third party supplying goods and/or services to the Authority (“**Indemnified Persons**”);
- (c) not infringe any Intellectual Property Rights of any third party in supplying the Services; and
- (d) during and after the Contract Period, indemnify and keep indemnified the Authority and the Indemnified Persons from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority or Indemnified Persons may suffer or incur as a result of or in connection with any breach of this clause E8.3, except to the extent that any such claim results directly from:
 - i) items or materials based upon designs supplied by the Authority; or
 - ii) the use of data supplied by the Authority which is not required to be verified by the Contractor under any provision of the Contract.

E8.4 The Authority shall notify the Contractor in writing of any claim or demand brought against the Authority or Indemnified Person for infringement or alleged infringement of any Intellectual Property Right in materials supplied and/or licensed by the Contractor to the Authority.

E8.5 The Contractor shall at its own expense conduct all negotiations and any litigation arising in connection with any claim, demand or action by any third party for infringement or alleged infringement of any third party Intellectual Property Rights (whether by the Authority, the Contractor or Indemnified Person) arising from the performance of the Contractor’s obligations under the Contract (“**Third Party IP Claim**”), provided that the Contractor shall at all times:

- (a) consult the Authority on all material issues which arise during the conduct of such litigation and negotiations;
- (b) take due and proper account of the interests of the Authority; and

(c) not settle or compromise any claim without Approval (not to be unreasonably withheld or delayed).

E8.6 The Authority shall, at the request of the Contractor, afford to the Contractor all reasonable assistance for the purpose of contesting any Third Party IP Claim and the Contractor shall indemnify the Authority for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Contractor shall not be required to indemnify the Authority under this clause E8.6 in relation to any costs and expenses to the extent that such arise directly from the matters referred to in clauses E8.3(d) i) and ii).

E8.7 The Authority shall not, without the Contractor's consent, make any admissions which may be prejudicial to the defence or settlement of any Third Party IP Claim.

E8.8 If any Third Party IP Claim is made or in the reasonable opinion of the Contractor is likely to be made, the Contractor shall notify the Authority and any relevant Indemnified Person, at its own expense and subject to Approval (not to be unreasonably withheld or delayed), shall (without prejudice to the rights of the Authority under clauses E8.3(b) and G2.1(g)) use its best endeavours to:

(a) modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement; or

(b) procure a licence to use the Intellectual Property Rights and supply the Services which are the subject of the alleged infringement, on terms which are acceptable to the Authority

and if the Contractor is unable to comply with clauses E8.8 (a) or (b) within 20 Working Days of receipt by the Authority of the Contractor's notification the Authority may terminate the Contract immediately by notice to the Contractor.

E8.9 The Contractor grants to the Authority and, if requested by the Authority, to a Replacement Contractor, a royalty-free, irrevocable, worldwide, non-exclusive licence (with a right to sublicense) to use any Intellectual Property Rights that the Contractor owned or developed prior to the Commencement Date and which the Authority (or the Replacement Contractor) reasonably requires in order for the Authority to exercise its rights under, and receive the benefit of, the Contract (including, without limitation, the Services).

E9 Audit

E9.1 The Contractor shall keep and maintain until 6 years after the end of the Contract Period, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Services supplied under it, all expenditure reimbursed by the Authority, and all payments made by the Authority. The Contractor shall on request afford the Authority or the Authority's representatives such access to those records and processes as may be requested by the Authority in connection with the Contract.

E9.2 The Contractor agrees to make available to the Authority, free of charge, whenever requested, copies of audit reports obtained by the Contractor in relation to the Services.

E9.3 The Contractor shall permit duly authorised representatives of the Authority and/or the National Audit Office to examine the Contractor's records and documents relating to the Contract and to provide such copies and oral or written explanations as may reasonably be required.

E9.4 The Contractor (and its agents) shall permit the Comptroller and Auditor General (and his appointed representatives) access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Comptroller and Auditor General may reasonably require for the purposes of his financial audit of the Authority and for carrying out examinations into the economy, efficiency and effectiveness with which the Authority has used its resources. The Contractor shall provide such explanations as are reasonably required for these purposes.

E10 Tax Compliance

E10.1 If, during the Contract Period, an Occasion of Tax Non-Compliance occurs, the Contractor shall:

- (a) notify the Authority in writing of such fact within 5 Working Days of its occurrence; and
- (b) promptly give the Authority:
 - i) details of the steps it is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors it considers relevant; and
 - ii) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

E10.2 If the Contractor or any Staff are liable to be taxed in the UK or to pay NICs in respect of consideration received under the Contract, the Contractor shall:

- (a) at all times comply with ITEPA and all other statutes and regulations relating to income tax, and SSCBA and all other statutes and regulations relating to NICs, in respect of that consideration; and
- (b) indemnify the Authority against any income tax, NICs 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 Contractor or any Staff.

F. CONTROL OF THE CONTRACT

F1 Failure to meet Requirements

F1.1 If the Authority informs the Contractor in writing that the Authority reasonably believes that any part of the Services do not meet the requirements of the Contract or differs in any way from those requirements, and this is not as a result of a default by the Authority, the Contractor shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Contract within such reasonable time as may be specified by the Authority.

F1.2 The Authority may by notice to the Contractor reject any of the Goods which fail to conform to the approved sample or fail to meet the Specification. Such notice shall be given within a reasonable time after delivery to the Authority of such Goods. If the Authority rejects any of the Goods pursuant to this clause the Authority may (without prejudice to its other rights and remedies) either:

- (a) have such Goods promptly, free of charge and in any event within 5 Working Days, either repaired by the Contractor or replaced by the Contractor with Goods which conform in all respects with the approved sample or with the Specification and due

delivery shall not be deemed to have taken place until such repair or replacement has occurred; or

- (b) treat the Contract as discharged by the Contractor's breach and obtain a refund (if payment for the Goods has already been made) from the Contractor in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by the Authority in obtaining other goods in replacement.

F1.3 The Authority will be deemed to have accepted the Goods if it expressly states the same in writing or fails to reject the Goods in accordance with clause F1.2.

F1.4 The issue by the Authority of a receipt note for delivery of the Goods shall not constitute any acknowledgement of the condition, quantity or nature of those Goods, or the Authority's acceptance of them.

F1.5 The Contractor hereby guarantees the Goods against faulty materials or workmanship for such period as may be specified in the Specification or, if no period is specified, for a period of 18 months from the date of delivery. If the Authority shall within such period or within 25 Working Days thereafter give notice to the Contractor of any defect in any of the Goods as may have arisen during such period under proper and normal use, the Contractor shall (without prejudice to any other rights and remedies which the Authority may have) promptly remedy such defects (whether by repair or replacement as the Authority shall elect) free of charge.

F1.6 Any Goods rejected or returned by the Authority as described in clause F1.2 shall be returned to the Contractor at the Contractor's risk and expense.

F2 Monitoring of Contract Performance

F2.1 The Contractor shall immediately inform the Authority if any of the Services are not being or are unable to be performed, the reasons for non-performance, any corrective action and the date by which that action will be completed.

F2.2 At or around 6 Months from the Commencement Date and each anniversary of the Commencement Date thereafter (each being a "**Review Date**"), the Authority shall carry out a review of the performance of the Contractor ("**Checkpoint Review**"). Without prejudice to the generality of the foregoing, the Authority may in respect of the period under review consider such items as (but not limited to): the Contractor's delivery of the Services; the Contractor's contribution to innovation in the Authority; whether the Services provide the Authority with best value for money; consideration of any changes which may need to be made to the Services; a review of future requirements in relation to the Services and progress against key milestones.

F2.3 The Contractor shall provide at its own cost any assistance reasonably required by the Authority to perform such Checkpoint Review including the provision of data and information.

F2.4 The Authority may produce a report (a "**Checkpoint Review Report**") of the results of each Checkpoint Review stating any areas of exceptional performance and areas for improvement in the provision of the Services and where there is any shortfall in any aspect of performance reviewed as against the Authority's expectations and the Contractor's obligations under this Contract.

F2.5 The Authority shall give the Contractor a copy of the Checkpoint Review Report (if applicable). The Authority shall consider any Contractor comments and may produce a revised Checkpoint Review Report.

- F2.6 The Contractor shall, within 10 Working Days of receipt of the Checkpoint Review Report (revised as appropriate) provide the Authority with a plan to address resolution of any shortcomings and implementation of improvements identified by the Checkpoint Review Report.
- F2.7 Actions required to resolve shortcomings and implement improvements (either as a consequence of the Contractor's failure to meet its obligations under this Contract identified by the Checkpoint Review Report, or those which result from the Contractor's failure to meet the Authority's expectations notified to the Contractor or of which the Contractor ought reasonably to have been aware) shall be implemented at no extra charge to the Authority.

F3 Remedies for inadequate performance

- F3.1 If the Authority reasonably believes the Contractor has committed a Material Breach it may, without prejudice to its rights under clause H2 (Termination on Default), do any of the following:
- (a) without terminating the Contract, itself supply or procure the supply of all or part of the Services until such time as the Contractor has demonstrated to the Authority's reasonable satisfaction that the Contractor will be able to supply the Services in accordance with the Specification;
 - (b) without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services;
 - (c) withhold or reduce payments to the Contractor in such amount as the Authority reasonably deems appropriate in each particular case; and/or
- (a) terminate the Contract in accordance with clause H2.
- F3.2 Without prejudice to its right under clause C3 (Recovery of Sums Due), the Authority may charge the Contractor for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Services by the Authority or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Contractor for such part of the Services.
- F3.3 If the Authority reasonably believes the Contractor has failed to supply all or any part of the Services in accordance with the Contract, professional or industry practice which could reasonably be expected of a competent and suitably qualified person, or any legislative or regulatory requirement, the Authority may give the Contractor notice specifying the way in which its performance falls short of the requirements of the Contract or is otherwise unsatisfactory.
- F3.4 If the Contractor has been notified of a failure in accordance with clause F3.3 the Authority may:
- (a) direct the Contractor to identify and remedy the failure within such time as may be specified by the Authority and to apply all such additional resources as are necessary to remedy that failure at no additional charge to the Authority within the specified timescale; and/or
 - (b) withhold or reduce payments to the Contractor in such amount as the Authority deems appropriate in each particular case until such failure has been remedied to the satisfaction of the Authority.

- F3.5 If the Contractor has been notified of a failure in accordance with clause F3.3, it shall:
- (a) use all reasonable endeavours to immediately minimise the impact of such failure to the Authority and to prevent such failure from recurring; and
 - (b) immediately give the Authority such information as the Authority may request regarding what measures are being taken to comply with the obligations in this clause F3.5 and the progress of those measures until resolved to the satisfaction of the Authority.
- F3.6 If, having been notified of any failure, the Contractor fails to remedy it in accordance with clause F3.5 within the time specified by the Authority, the Authority may treat the continuing failure as a Material Breach and may terminate the Contract immediately on notice to the Contractor.

F4 Transfer and Sub-Contracting

- F4.1 Except where clauses F4.6 and F4.7 both apply, the Contractor shall not transfer, charge, assign, sub-contract or in any other way dispose of the Contract or any part of it without Approval. All such documents shall be evidenced in writing and shown to the Authority on request. Sub-contracting any part of the Contract shall not relieve the Contractor of any of its obligations or duties under the Contract.
- F4.2 The Contractor shall be responsible for the acts and/or omissions of its Sub-Contractors as though they are its own. If it is appropriate, the Contractor shall provide each Sub-Contractor with a copy of the Contract and obtain written confirmation from them that they will provide the Services fully in accordance with the Contract.
- F4.3 The Contractor shall ensure that its Sub-Contractors and suppliers retain all records relating to the Services for at least 6 years from the date of their creation and make them available to the Authority on request in accordance with the provisions of clause E9 (Audit). If any Sub-Contractor or supplier does not allow the Authority access to the records then the Authority shall have no obligation to pay any claim or invoice made by the Contractor on the basis of such documents or work carried out by the Sub-Contractor or supplier.
- F4.4 If the Authority has consented to the award of a Sub-Contract, the Contractor shall ensure that:
- (a) the Sub-Contract contains a right for the Contractor to terminate the Sub-Contract if the relevant Sub-Contractor does not comply in the performance of its contract with legal obligations in environmental, social or labour law;
 - (b) the Sub-Contract includes a provision having the same effect as set out in clause F4.4 (a) in any Sub-Contract which it awards; and
 - (c) copies of each Sub-Contract shall, at the request of the Authority, be sent by the Contractor to the Authority immediately.
- F4.5 If the Authority believes there are:
- (a) compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Contractor shall replace or not appoint the Sub-Contractor; or
 - (b) non-compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Authority may require the Contractor to replace or not appoint the Sub-Contractor and the Contractor shall comply with such requirement.

- F4.6 Notwithstanding clause F4.1, the Contractor may assign to a third party (the “**Assignee**”) the right to receive payment of the Price or any part thereof due to the Contractor (including any interest which the Authority incurs under clause C2 (Payment and VAT)). Any assignment under this clause F4.6 shall be subject to:
- (a) reduction of any sums in respect of which the Authority exercises its right of recovery under clause C3 (Recovery of Sums Due);
 - (b) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
 - (c) the Authority receiving notification under both clauses F4.7 and F4.8.
- F4.7 If the Contractor assigns the right to receive the Price under clause F4.6, the Contractor or the Assignee shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.
- F4.8 The Contractor shall ensure that the Assignee notifies the Authority of the Assignee’s contact information and bank account details to which the Authority shall make payment.
- F4.9 The provisions of clause C2 shall continue to apply in all other respects after the assignment and shall not be amended without Approval.
- F4.10 Subject to clause F4.11, the Authority may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:
- (a) any Contracting Authority;
 - (b) any other body established or authorised by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or
 - (c) any private sector body which substantially performs the functions of the Authority
- provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor’s obligations under the Contract.
- F4.11 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not, subject to clause F4.12, affect the validity of the Contract and the Contract shall bind and inure to the benefit of any successor body to the Authority.
- F4.12 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to clause F4.10 to a body which is not a Contracting Authority or if there is a change in the legal status of the Authority such that it ceases to be a Contracting Authority (in the remainder of this clause both such bodies being referred to as the “**Transferee**”):
- (a) the rights of termination of the Authority in clauses H1 and H2 shall be available to the Contractor in respect of the Transferee; and
 - (b) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the prior consent in writing of the Contractor.

F4.13 The Authority may disclose to any Transferee any Confidential Information of the Contractor which relates to the performance of the Contractor's obligations under the Contract. In such circumstances the Authority shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Contractor's obligations under the Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

F4.14 Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the provisions of the Contract.

F5 Waiver

F5.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.

F5.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause A4 (Notices and Communications).

F5.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

F6 Variation

F6.1 If, after the Commencement Date, the Authority's requirements change, the Authority may request a Variation subject to the terms of this clause 6.

F6.2 The Authority may request a Variation by notifying the Contractor in writing of the Variation and giving the Contractor sufficient information to assess the extent of the Variation and consider whether any change to the Price is required in order to implement the Variation within a reasonable time limit specified by the Authority. If the Contractor accepts the Variation it shall confirm it in writing.

F6.3 If the Contractor is unable to accept the Variation or where the Parties are unable to agree a change to the Price, the Authority may:

- (a) allow the Contractor to fulfil its obligations under the Contract without the Variation to the Specification; or
- (b) terminate the Contract immediately except where the Contractor has already delivered all or part of the Services or where the Contractor can show evidence of substantial work being carried out to fulfil the requirements of the Specification; and in such case the Parties shall attempt to agree upon a resolution to the matter. If a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution procedure detailed in clause I2 (Dispute Resolution).

F6.4 No Variation will take effect unless and until it is recorded in a validly executed CCN. Execution of a CNN shall be made via electronic signature as described in clause 1.2 of Section 1 of the Contract.

F6.5 A CCN takes effect on the date on which both Parties communicate acceptance of the CCN, the Contractor shall be deemed to warrant and represent that the CNN has been executed

by a duly authorised representative of the Contractor in addition to the warranties and representations set out in clause G2.

- F6.6 The provisions of clauses F6.4 and F6.5 may be varied in an emergency if it is not practicable to obtain the Authorised Representative's approval within the time necessary to make the Variation in order to address the emergency. In an emergency, Variations may be approved by a different representative of the Authority. However, the Authorised Representative shall have the right to review such a Variation and require a CCN to be entered into on a retrospective basis which may itself vary the emergency Variation.

F7 Severability

- F7.1 If any provision of the Contract which is not of a fundamental nature is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

F8 Remedies Cumulative

- F8.1 Except as expressly provided in the Contract all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

F9 Entire Agreement

- F9.1 The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Contract supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.

F10 Counterparts

- F10.1 The Contract may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

G LIABILITIES

G1 Liability, Indemnity and Insurance

- G1.1 Neither Party limits its liability for:
- (a) death or personal injury caused by its negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
 - (c) any breach of clauses D1, E1, E2 or E4;

(d) any breach of Schedule 8; or

(e) any liability to the extent it cannot be limited or excluded by Law.

G1.2 Subject to clauses G1.3 and G1.4, the Contractor shall indemnify the Authority and keep the Authority indemnified fully against all claims, proceedings, demands, charges, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which may arise out of the supply, or the late or purported supply, of the Services or the performance or non-performance by the Contractor of its obligations under the Contract or the presence of the Contractor or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly by any act or omission of the Contractor.

G1.3 Subject to clause G1.1 the Contractor's aggregate liability in respect of the Contract shall not exceed 125% of the Contract value.

G1.4 The Contractor shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Authority or by breach by the Authority of its obligations under the Contract.

G1.5 The Authority may recover from the Contractor the following losses incurred by the Authority to the extent they arise as a result of a Default by the Contractor:

(a) any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;

(b) any wasted expenditure or charges;

(c) the additional costs of procuring a Replacement Contractor for the remainder of the Contract Period and or replacement deliverables which shall include any incremental costs associated with the Replacement Contractor and/or replacement deliverables above those which would have been payable under the Contract;

(d) any compensation or interest paid to a third party by the Authority; and

(e) any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty.

G1.6 Subject to clauses G1.1 and G1.5, neither Party shall be liable to the other for any:

(a) loss of profits, turnover, business opportunities or damage to goodwill (in each case whether direct or indirect); or

(b) indirect, special or consequential loss.

G1.7 Unless otherwise specified by the Authority, the Contractor shall, with effect from the Commencement Date for such period as necessary to enable the Contractor to comply with its obligations herein, take out and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor. Such insurance shall

be maintained for the duration of the Contract Period and for a minimum of 6 years following the end of the Contract.

- G1.8 The Contractor shall hold employer's liability insurance in respect of Staff and such insurance shall be in accordance with any legal requirement from time to time in force.
- G1.9 The Contractor shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- G1.10 If the Contractor does not give effect to and maintain the insurances required by the provisions of the Contract, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.
- G1.11 The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract.
- G1.12 The Contractor shall not take any action or fail to take any reasonable action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to the Contractor, which would entitle any insurer to refuse to pay any claim under any insurance policy in which the Contractor is an insured, a co-insured or additional insured person.

G2 Warranties and Representations

- G2.1 The Contractor warrants and represents on the Commencement Date and for the Contract Period that:
- (a) it has full capacity and authority and all necessary consents to enter into and perform the Contract and that the Contract is executed by a duly authorised representative of the Contractor;
 - (b) in entering the Contract it has not committed any fraud;
 - (c) as at the Commencement Date, all information contained in the Tender or other offer made by the Contractor to the Authority remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract and in addition, that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render such information to be false or misleading;
 - (d) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have an adverse effect on its ability to perform its obligations under the Contract;
 - (e) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
 - (f) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue;
 - (g) it owns, or has obtained or is able to obtain valid licences for, all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;

- (h) any person engaged by the Contractor shall be engaged on terms which do not entitle them to any Intellectual Property Right in any IP Materials;
- (i) in the 3 years (or period of existence where the Contractor has not been in existence for 3 years) prior to the date of the Contract:
 - i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
 - ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
 - iii) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract;
- (j) it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform its obligations under the Contract; and
- (k) it has notified the Authority in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance.

G3 Force Majeure

- G3.1 Subject to the remaining provisions of this clause G3, a Party may claim relief under this clause G3 from liability for failure to meet its obligations under the Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Contractor in performing its obligations under the Contract which results from a failure or delay by an agent, Sub-Contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Contractor.
- G3.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.
- G3.3 If the Contractor is the Affected Party, it shall not be entitled to claim relief under this clause G3 to the extent that consequences of the relevant Force Majeure Event:
- (a) are capable of being mitigated by any of the Services, but the Contractor has failed to do so; and/or
 - (b) should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by the Contract.
- G3.4 Subject to clause G3.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.

- G3.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Contractor is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- G3.6 If, as a result of a Force Majeure Event:
- (a) an Affected Party fails to perform its obligations in accordance with the Contract, then during the continuance of the Force Majeure Event:
 - i) the other Party shall not be entitled to exercise its rights to terminate the Contract in whole or in part as a result of such failure pursuant to clause H2.1 or H2.3; and
 - ii) neither Party shall be liable for any Default arising as a result of such failure;
 - (b) the Contractor fails to perform its obligations in accordance with the Contract it shall be entitled to receive payment of the Price (or a proportional payment of it) only to the extent that the Services (or part of the Services) continue to be performed in accordance with the terms of the Contract during the occurrence of the Force Majeure Event.
- G3.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under the Contract.
- G3.8 Relief from liability for the Affected Party under this clause G3 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under the Contract and shall not be dependent on the serving of notice under clause G3.7.

H DEFAULT, DISRUPTION AND TERMINATION

H1 Termination on Insolvency and Change of Control

- H1.1 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Contractor where the Contractor is a company and in respect of the Contractor:
- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;
 - (b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);
 - (c) a petition is presented for its winding up (which is not dismissed within 14 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;

- (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;
- (e) 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;
- (f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;
- (g) being a “small company” within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (h) any event similar to those listed in H1.1(a)-(g) occurs under the law of any other jurisdiction.

H1.2 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Contractor where the Contractor is an individual and:

- (a) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Contractor’s creditors;
- (b) a petition is presented and not dismissed within 14 days or order made for the Contractor’s bankruptcy;
- (c) a receiver, or similar officer is appointed over the whole or any part of the Contractor’s assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets;
- (d) the Contractor is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986;
- (e) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Contractor’s assets and such attachment or process is not discharged within 14 days;
- (f) he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005;
- (g) he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business; or
- (h) any event similar to those listed in clauses H1.2(a) to (g) occurs under the law of any other jurisdiction.

H1.3 The Contractor shall notify the Authority immediately in writing of any proposal or negotiations which will or may result in a merger, take-over, change of control, change of name or status including where the Contractor undergoes a change of control within the meaning of section 1124 of the Corporation Taxes Act 2010 (“**Change of Control**”). The Authority may terminate the Contract with immediate effect by notice and without compensation to the Contractor within 6 Months of:

- (a) being notified that a Change of Control has occurred; or

- (b) where no notification has been made, the date that the Authority becomes aware of the Change of Control,

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

H1.4 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Contractor where the Contractor is a partnership and:

- (a) a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors; or
- (b) it is for any reason dissolved; or
- (c) a petition is presented for its winding up or for the making of any administration order, or an application is made for the appointment of a provisional liquidator; or
- (d) a receiver, or similar officer is appointed over the whole or any part of its assets; or
- (e) the partnership is deemed unable to pay its debts within the meaning of section 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994; or
- (f) any of the following occurs in relation to any of its partners:
 - (i) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, his creditors;
 - (ii) a petition is presented for his bankruptcy; or
 - (iii) a receiver, or similar officer is appointed over the whole or any part of his assets;
- (g) any event similar to those listed in clauses H1.4(a) to (f) occurs under the law of any other jurisdiction .

H1.5 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Contractor where the Contractor is a limited liability partnership and:

- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors;
- (b) it is for any reason dissolved;
- (c) an application 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 within Part II of the Insolvency Act 1986;
- (d) any step is taken with a view to it being determined that it be wound up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation) within Part IV of the Insolvency Act 1986;

- (e) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator within Part IV of the Insolvency Act 1986;
- (f) a receiver, or similar officer is appointed over the whole or any part of its assets; or
- (g) it is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (h) a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (i) any event similar to those listed in clauses H1.5 (a) to (h) occurs under the law of any other jurisdiction.

H1.6 References to the Insolvency Act 1986 in clause H1.5(a) shall be construed as being references to that Act as applied under the Limited Liability Partnerships Act 2000 subordinate legislation.

H2 Termination on Default

H2.1 The Authority may terminate the Contract with immediate effect by notice if the Contractor commits a Default and:

- (a) the Contractor has not remedied the Default to the satisfaction of the Authority within 25 Working Days or such other period as may be specified by the Authority, after issue of a notice specifying the Default and requesting it to be remedied;
- (b) the Default is not, in the opinion of the Authority, capable of remedy; or
- (c) the Default is a Material Breach.

H2.2 If, through any Default of the Contractor, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Contractor shall be liable for the cost of reconstitution of that data and shall reimburse the Authority in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

H2.3 If the Authority fails to pay the Contractor undisputed sums of money when due, the Contractor shall give notice to the Authority of its failure to pay. If the Authority fails to pay such undisputed sums within 90 Working Days of the date of such notice, the Contractor may terminate the Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Authority exercising its rights under clause C3.1 (Recovery of Sums Due) or to a Force Majeure Event.

H3 Termination on Notice

H3.1 The Authority may terminate the Contract at any time by giving 30 days' notice to the Contractor.

H4 Other Termination Grounds

H4.1 The Authority may terminate the Contract on written notice to the Contractor if:

- (a) the Contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;

(b) the Contractor was, at the time the Contract was awarded, in one of the situations specified in regulation 57(1) of the Regulations, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure which resulted in its award of the Contract;

(c) the Contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and the Regulations that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU; or

(d) the Contractor has not, in performing the Services, complied with its legal obligations in respect of environmental, social or labour law.

H5 Consequences of Expiry or Termination

H5.1 If the Authority terminates the Contract under clause H2 and makes other arrangements for the supply of the Services the Authority may recover from the Contractor the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Contract Period.

H5.2 If Contract is terminated under clause H2 the Authority shall make no further payments to the Contractor (for Services supplied by the Contractor prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority), until the Authority has established the final cost of making the other arrangements envisaged under this clause.

H5.3 If the Authority terminates the Contract under clauses H3 or H4 the Authority shall make no further payments to the Contractor except for Services supplied by the Contractor prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority.

H5.4 Save as otherwise expressly provided in the Contract:

(a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and

(b) termination of the Contract shall not affect the continuing rights, remedies or obligations of the Authority or the Contractor under clauses C2 (Payment and VAT), C3 (Recovery of Sums Due), D1 (Prevention of Fraud and Bribery), E2 (Data Protection), E3 (Official Secrets Acts 1911 to 1989, Section 182 of the Finance Act 1989), E4 (Confidential Information), E5 (Freedom of Information), E8 (Intellectual Property Rights), E9 (Audit), F9 (Remedies Cumulative), G1 (Liability, Indemnity and Insurance), H5 (Consequences of Expiry or Termination), H7 (Recovery upon Termination) and I1 (Governing Law and Jurisdiction).

H6 Disruption

H6.1 The Contractor shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.

- H6.2 The Contractor shall immediately inform the Authority of any actual or potential industrial action, whether such action be by its own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.
- H6.3 If there is industrial action by the Staff, the Contractor shall seek Approval to its proposals to continue to perform its obligations under the Contract.
- H6.4 If the Contractor's proposals referred to in clause H6.3 are considered insufficient or unacceptable by the Authority acting reasonably, then the Contract may be terminated with immediate effect by the Authority by notice.
- H6.5 If the Contractor is unable to deliver the Services owing to disruption of the Authority's normal business, the Contractor may request a reasonable allowance of time, and, in addition, the Authority will reimburse any additional expense reasonably incurred by the Contractor as a direct result of such disruption.

H7 Recovery upon Termination

- H7.1 On termination of the Contract for any reason, the Contractor shall at its cost:
- (a) immediately return to the Authority all Confidential Information, Personal Data and IP Materials in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Goods and Services;
 - (b) immediately deliver to the Authority all Property (including materials, documents, information and access keys) provided to the Contractor in good working order;
 - (c) immediately vacate any Authority Premises occupied by the Contractor;
 - (d) assist and co-operate with the Authority to ensure an orderly transition of the provision of the Services to the Replacement Contractor and/or the completion of any work in progress; and
 - (e) promptly provide all information concerning the provision of the Services which may reasonably be requested by the Authority for the purposes of adequately understanding the manner in which the Services have been provided and/or for the purpose of allowing the Authority and/or the Replacement Contractor to conduct due diligence.
- H7.2 If the Contractor does not comply with clauses H7.1(a) and (b), the Authority may recover possession thereof and the Contractor grants a licence to the Authority or its appointed agents to enter (for the purposes of such recovery) any premises of the Contractor or its permitted suppliers or Sub-Contractors where any such items may be held.

H8 Retendering and Handover

- H8.1 Within 21 days of being requested by the Authority, the Contractor shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information necessary to enable the Authority to issue tender documents for the future provision of the Services.
- H8.2 The Authority shall take all necessary precautions to ensure that the information referred to in clause H8.1 is given only to potential providers who have qualified to tender for the future provision of the Services.

- H8.3 The Authority shall require that all potential providers treat the information in confidence; that they do not communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to tender issued by the Authority; and that they shall not use it for any other purpose.
- H8.4 The Contractor indemnifies the Authority against any claim made against the Authority at any time by any person in respect of any liability incurred by the Authority arising from any deficiency or inaccuracy in information which the Contractor is required to provide under clause H8.1.
- H8.5 The Contractor shall allow access to the Premises in the presence of the Authorised Representative, to any person representing any potential provider whom the Authority has selected to tender for the future provision of the Services.
- H8.6 If access is required to the Contractor's Premises for the purposes of clause H8.5, the Authority shall give the Contractor 7 days' notice of a proposed visit together with a list showing the names of all persons who will be visiting. Their attendance shall be subject to compliance with the Contractor's security procedures, subject to such compliance not being in conflict with the objectives of the visit.
- H8.7 The Contractor shall co-operate fully with the Authority during any handover at the end of the Contract. This co-operation shall include allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements.
- H8.8 Within 10 Working Days of being requested by the Authority, the Contractor shall transfer to the Authority, or any person designated by the Authority, free of charge, all computerised filing, recording, documentation, planning and drawing held on software and utilised in the provision of the Services. The transfer shall be made in a fully indexed and catalogued disk format, to operate on a proprietary software package identical to that used by the Authority.

H9 Exit Management

- H9.1 Upon termination the Contractor shall render reasonable assistance to the Authority to the extent necessary to effect an orderly assumption by a Replacement Contractor in accordance with the procedure set out in clause H10.

H10 Exit Procedures

- H10.1 Where the Authority requires a continuation of all or any of the Services on expiry or termination of this Contract, either by performing them itself or by engaging a third party to perform them, the Contractor shall co-operate fully with the Authority and any such third party and shall take all reasonable steps to ensure the timely and effective transfer of the Services without disruption to routine operational requirements.
- H10.2 The following commercial approach shall apply to the transfer of the Services if the Contractor:
- (a) does not have to use resources in addition to those normally used to deliver the Services prior to termination or expiry, there shall be no change to the Price; or
 - (b) reasonably incurs additional costs, the Parties shall agree a Variation to the Price based on the Contractor's rates either set out in Schedule 2 or forming the basis for the Price.

H10.3 When requested to do so by the Authority, the Contractor shall deliver to the Authority details of all licences for software used in the provision of the Services including the software licence agreements.

H10.4 Within one Month of receiving the software licence information described above, the Authority shall notify the Contractor of the licences it wishes to be transferred, and the Contractor shall provide for the approval of the Authority a plan for licence transfer.

H11 Knowledge Retention

H11.1 The Contractor shall co-operate fully with the Authority in order to enable an efficient and detailed knowledge transfer from the Contractor to the Authority on the completion or earlier termination of the Contract and in addition, to minimise any disruption to routine operational requirements. To facilitate this transfer, the Contractor shall provide the Authority free of charge with full access to its Staff, and in addition, copies of all documents, reports, summaries and any other information requested by the Authority. The Contractor shall comply with the Authority's request for information no later than 15 Working Days from the date that that request was made.

I DISPUTES AND LAW

I1 Governing Law and Jurisdiction

I1.1 Subject to the provisions of clause I2 the Contract, including any matters arising out of or in connection with it, shall be governed by and interpreted in accordance with English Law and shall be subject to the jurisdiction of the Courts of England and Wales. The submission to such jurisdiction shall not limit the right of the Authority to take proceedings against the Contractor in any other court of competent jurisdiction, and the taking of proceedings in any other court of competent jurisdiction shall not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

I2 Dispute Resolution

I2.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the finance director of the Contractor and the commercial director of the Authority.

I2.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

I2.3 If the dispute cannot be resolved by the Parties pursuant to clause I2.1 either Party may refer it to mediation pursuant to the procedure set out in clause I2.5.

I2.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Contractor and the Staff shall comply fully with the requirements of the Contract at all times.

I2.5 The procedure for mediation and consequential provisions relating to mediation are as follows:

- (a) a neutral adviser or mediator (the "**Mediator**") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or

unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator;

- (b) the Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations. If appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure;
- (c) unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
- (d) if the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
- (e) failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties; and
- (f) if the Parties fail to reach agreement within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts unless the dispute is referred to arbitration pursuant to the procedures set out in clause I2.6.

I2.6 Subject to clause I2.2, the Parties shall not institute court proceedings until the procedures set out in clauses I2.1 and I2.3 have been completed save that:

- (a) The Authority may at any time before court proceedings are commenced, serve a notice on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with clause I2.7;
- (b) if the Contractor intends to commence court proceedings, it shall serve notice on the Authority of its intentions and the Authority shall have 21 days following receipt of such notice to serve a reply on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with clause I2.7; and
- (c) the Contractor may request by notice to the Authority that any dispute be referred and resolved by arbitration in accordance with clause I2.7, to which the Authority may consent as it sees fit.

I2.7 If any arbitration proceedings are commenced pursuant to clause I2.6:

- (a) the arbitration shall be governed by the provisions of the Arbitration Act 1996 and the Authority shall give a notice of arbitration to the Contractor (the “**Arbitration Notice**”) stating:
 - (i) that the dispute is referred to arbitration; and
 - (ii) providing details of the issues to be resolved;

- (b) the London Court of International Arbitration (“**LCIA**”) procedural rules in force at the date that the dispute was referred to arbitration in accordance with I2.7(b) shall be applied and are deemed to be incorporated by reference to the Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
- (c) the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
- (d) if the Parties fail to agree the appointment of the arbitrator within 10 days of the Arbitration Notice being issued by the Authority under clause I2.7(a) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- (e) the arbitration proceedings shall take place in London and in the English language;
and
- (f) the arbitration proceedings shall be governed by, and interpreted in accordance with, English Law.

SCHEDULE 1 - SPECIFICATION

1. Ocean Country Partnership Programme (OCP) Background

The OCP was announced in 2021 as a key bilateral aid programme under the £500m Blue Planet Fund.

The OCP is a UK Government-led programme delivered under the Blue Planet Fund. Through this programme, Cefas, in partnership with the Joint Nature Conservation Committee (JNCC) and the Marine Management Organisation (MMO), provide technical assistance to support countries in tackling marine pollution, support sustainable seafood practices, and establish designated, well-managed and enforced Marine Protected Areas (MPAs).

OCP objectives are to support countries to tackle marine pollution, support sustainable seafood practices and establish designated, well-managed and enforced MPAs.

From 2021-26, Cefas will lead delivery of the Marine Pollution and Sustainable Seafood themes of OCP, working in partnership with experts from the JNCC and the MMO.

Under the OCP, Cefas will use existing experience of collaboration at an international level, to develop innovative science techniques and analyses with OCP partner countries that address marine pollution challenges.

2. Aims and Objectives

Cefas will work alongside international partners in government and society to collaborate on work packages to tackle marine pollution, and to inform and raise awareness about the impacts of climate change in the marine environment. This includes supporting the Sri Lankan government to promote policies that are aimed at tackling sources of marine pollution, to help the resilience of the marine environment to other pressures such as climate change, working with companies to produce media products that resonate with the Sri Lankan people. Cefas also support government agencies to increase awareness of prominent topics including the importance of the ocean, marine pollution, and climate change risks to the marine environment, through a program of education and outreach activities, which include media campaigns across multiple media across the country.

The project is designed to be inclusive, and the method of data collection must be delivered in the local languages (Sinhala and Tamil) and English according to the target communities. Outputs should be provided to Cefas in English. The successful Tenderer will also provide a report of activities, reach and engagement, a copy of all materials produced, and data collected. All media produced should be in an accessible format to ensure all audiences can access the content.

This specific area of work is to design multiple media campaigns to support the work of multiple government agencies in Sri Lanka. The outputs are intended to engage with the general populations and increase their awareness of climate change and its impacts, and to highlight the recent change in law banning single-use plastic items. This requirement is made up of two parts;

- (1) the creation and distribution of a Nationwide climate change awareness campaign.
- (2) the creation and distribution of a single-use plastic ban campaign to publicise the recent changes in law.

3. Scope of Requirements

For both campaigns (1) & (2), Cefas require the successful Tenderer to design, produce and distribute outreach materials collaboratively with the respective Sri Lankan government agencies, noting these are different for the two campaigns. The materials designed are expected to meet

both the requirements of the respective government agencies and be relatable and relevant to the people of Sri Lanka. All material produced is expected to be produced in Sinhala, Tamil, and English. The successful Tenderer will engage actively with the Cefas team and may be required to engage with other scientific parties in Sri Lanka in relation to climate change.

3.1. Nationwide Climate Change Awareness Campaign (1)

The successful Tenderer is required to create and distribute a nationwide multimedia campaign for climate change, focussing on the risks and impacts of climate change on the coastal and marine environments, with nationwide reach across Sri Lanka. Cefas require production and distribution of an outreach campaign with media content for TV, radio, newspapers, banners, and social media. This should consist of media that is a combination of the following formats: audio, audio-visual and visual. The campaign should display 4-5 different messages for each medium (the messages may be the same across mediums). The 4-5 different messages should aim to incorporate the following;

- introducing the public to the topic of climate change;
- explaining what climate change is and why it is a concern;
- celebrating the importance of critical marine habitats (for example coral reefs, coastal mangroves and seagrasses);
- how climate change impacts Sri Lanka's marine environment;
- what is being done to protect marine biodiversity in the country;
- what more can individuals do to secure a sustainable future for the ocean and themselves.

Cefas welcome the use of innovative methods for media creation with the aim of increasing the reach of the campaign, for example the use of high-quality computer animation.

The successful Tenderer is required to:

- Produce a concept note for the media campaign, with a clear outline of each of the 4 or 5 messages and the media medium that will be used. This should be designed in consultation with Cefas, the Sri Lankan government and prominent Non-Governmental Organisations (NGOs) in-country
- Produce a full script which is based on the concepts agreed in the concept note
- Create and produce visual media, to support the script produced, in line with the agreed concept note
- Design branding for the campaign including a campaign name, tagline and logo, ensuring these are appropriate and in-keeping with the message
- Translation of all media and branding produced into the three required languages Sinhala, Tamil and English
- Produce finished media items for use on TV, radio, newspaper, banners, and social media, to the agreed delivery times and to a high standard
- Distribute the media produced across appropriate platforms, including TV, radio, newspapers and social media.
- Work closely with the Sri Lankan government stakeholders and prominent NGOs to produce content for the media which is accurate and meets their requirements

- Be responsible for managing the project from start to end with regular project updates provided to the Cefas team

For this part of the tender, the Sri Lankan government stakeholders are The Central Environmental Authority, Ministry of Environment, Department of Wildlife Conservation, Forest Department, Agriculture Department, Marine Environment Protection Authority, and the Coastal Conservation Department. The successful tender is also expected to consult with Global Green Growth Institute (GGGI) during development.

3.2. Single-use Plastic Ban Campaign (2)

The successful Tenderer is required to create a small media campaign to increase public awareness and industry awareness of the single-use plastic ban on 7 items (straws, stirring utensils, spoons, yoghurt spoons (excluding yoghurt cups), forks, knives, plastic flower garlands and plastic string hopper trays) (Published: *The Gazette of the Democratic Socialist Republic of Sri Lanka Extraordinary No. 2341/30 – Wednesday, July 19, 2023*) and the distribution of the media produced.

There is not a specific approach required for this campaign – the successful Tenderer is required to provide a solution which will target both the general public and industry in Sri Lanka. The media campaign should be designed to prevent use of, and further manufacturing of, the banned items. The materials produced should be clear, produced in three languages (Sinhala, Tamil and English) and aim to reach a large percentage of the population, focusing on areas of relevant manufacturing industry. Cefas expects the successful Tenderer to keep records on the level of engagement following the distribution of the designed materials.

The successful Tenderer is required to:

- Produce a concept note for the media campaign, with a clear outline and one key message, detailing the medium(s) that will be used for the campaign and the method of distribution
- Produce the chosen media material(s) in the three required languages (Sinhala, Tamil and English), to a high standard and by the agreed timeframe
- Distribute the media produced as described in the agreed concept note
- Work closely with the Sri Lankan government stakeholders to produce content for the media which is accurate and meets their requirements
- Provide a final report to the Cefas team, including data on the engagement levels achieved from the campaign

For this part of the tender, the Sri Lankan government stakeholders are The Central Environmental Authority and The Ministry of Environment.

4. Deliverables

4.1. Regarding: Nationwide Climate Change Awareness Campaign (1)

1. Produce a concept note for the media campaign.	To be delivered by 1 st December 2023
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2. Produce the agreed media materials (inc. branding).	To be delivered by 1 st May 2024
3. Distribution of the media material(s).	To be delivered by 31 st July 2024
4. Provide a draft report to Cefas, including engagement data.	To be delivered by 31 st August 2024
5. Provide final report to Cefas, including engagement data.	To be delivered by 30 st September 2024
6. Electronic collection of all media produced and provided on completion of the project.	To be delivered by 30 st September 2024

4.2. Regarding: Single-use Plastic Ban Campaign (2)

1. Produce a concept note for the media campaign creation and distribution.	To be delivered by 1 st December 2023
2. Produce the agreed media material(s).	To be delivered by 1 st February 2024
3. Distribution of the media material(s).	To be delivered by 1 st March 2024
4. Produce a draft report to Cefas including engagement data.	To be delivered by 1 st May 2024
5. Provide final report to Cefas, including engagement data.	To be delivered by 31 st May 2024
6. Electronic collection of all media produced and provided on completion of the project.	To be delivered by 31 st May 2024

TENDER SUBMISSION

VERSION 1.0
DATE 25/10/2023



C21137 - CEFAS23-130 ITT FOR MULTI-
MEDIA CREATION AND DISTRIBUTION IN SRI
LANKA FOR OCPP
Q1.1 ORGANISATIONAL EXPERIENCE

SUBMITTED BY:



SUBMITTED TO:



INBOUND HYPE'S EXPERIENCE IN MEDIA CAMPAIGN CREATION

Inbound Hype is a seasoned and globally-recognized organization specializing in crafting impactful media campaigns. Our core competency lies in designing and executing media campaigns that resonate on a global scale, transcending conventional boundaries to reach diverse audiences effectively. With years of experience in media campaign creation, we bring a wealth of knowledge and expertise to the table. In this response, we will delve into our extensive experience, particularly highlighting our relevant projects that align with the services required for this tender.

Relevant Projects

In the world of media campaign creation, real-world experience speaks volumes. Inbound Hype has been entrusted with several high-impact projects that closely resemble the requirements outlined in this tender. Here, we provide a detailed overview of these projects to showcase our capability, adaptability, and impact.

Project 1: CEFAS21-101 / CEFAS21-102 / CEFAS21-103 (Successfully Completed)

Background:

We were commissioned by Cefas to develop and organize a media campaign with the primary aim of raising awareness about marine litter and encouraging actionable steps to combat it in Sri Lanka. Our mission was to reach audiences in Sri Lanka and inspire them to make informed decisions about marine litter.

Project Scope:

The campaign ran for a period of two months, from January 20, 2022, to March 31, 2022, and was strategically broadcasted across 27 TV, radio, and newspaper outlets in Sri Lanka. The project had a target audience that included youth, environmentally conscious adults, and the general public. Our strategies for media placement were meticulously designed to maximize viewership and listenership.

Strategies and Approaches:

The success of the media campaign hinged on the careful selection of media suppliers based on viewership, listenership, and readership metrics. Ratings data were sourced from Kantar LMRB, a reputable market research agency in Sri Lanka, and cross-referenced with reports from suppliers themselves.

TV Placement:

We strategically advertised on a range of TV channels to reach different demographic groups. This included environmentally focused channels like Haritha TV, travel channels such as TLC, entertainment channels targeting youth audiences, and even kids' channels. We also targeted mass audiences during prime-time news and hourly news programs.

Radio Placement:

Our radio placements were designed to reach a diverse audience, with a focus on state-owned radio stations for rural areas, stations broadcasted inside public transport vehicles, and the leading English-based youth radio station in Sri Lanka.

Newspaper Placement:

We recognized the significance of newspaper readership during weekends and targeted prominent Sunday newspapers. We specifically advertised on the main sections of newspapers and right-hand pages to maximize visibility. We secured prime spots on pages 1, 3, and 5 in a majority of the ads and aimed to reach Tamil readership through Veerakesari.

Budget Allocation:

[Redacted]

[Redacted]

Project 2: CEFAS22-149 (Successfully Completed)

This project marked a sequel to the initial marine litter awareness campaign in Sri Lanka. It ran for 32 days, from February 8, 2023, to March 11, 2023, across 16 TV, radio, and newspaper suppliers. The objective was to reinforce the impact of the campaign and continue raising awareness about marine litter in Sri Lanka. [Redacted]

[Redacted]

[Redacted]

Project 3: CEFAS22-55 (Primary School) (Successfully Completed)

We were commissioned by Cefas to create a series of educational videos appropriate for use in primary schools, targeting children aged 6-10. The primary goal was to support learning about climate change and its impact on the marine environment, with a particular emphasis on vital habitats such as coral reefs, coastal mangrove forests, and seagrass meadows.

Educational Content:

The series of videos were structured into four separate clips, each built around a specific theme related to climate change. Each lesson was designed to convey complex ideas in an accessible and engaging manner. The four lessons covered topics such as "What is climate change?" and "What can we do to limit the effects of climate change?"

Multilingual and Inclusive Approach:

The videos were created in all three languages: English, Sinhala, and Tamil. Subtitles were incorporated for accessibility, taking into consideration the needs of individuals with color blindness.

Adaptive Content for Primary Schools:

The content was tailored to suit young learners aged 6-10. The engaging animations, narration, and age-appropriate approach were carefully crafted to capture the attention of children and enhance their understanding of climate change and marine conservation.

Printable Resources:

In addition to the videos, the project involved creating downloadable/printable booklets for use as supplementary teacher packs. This approach aimed to enrich the educational experience as studies often show that children absorb more information by reading from physical books.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Project 4: CEFAS22-55 (Secondary School) (90% Complete)

This project continued our multimedia product development work for Cefas, this time targeting secondary schools in Sri Lanka, encompassing students aged 11-16. The focus remained on climate change and its impact on the marine environment, particularly on crucial habitats like coral reefs, coastal mangrove forests, and seagrass meadows.

Expanded Educational Objectives:

In addition to educating students about climate change, this project delved into climate adaptation options. The aim was to present the content in a manner suitable for young people, fostering their understanding and engagement.

Project Status:

As of now, this project is 90% complete. While the full content is in place, some final touches are still being added, including the development of Tamil versions of the videos and booklets and the inclusion of subtitles for the videos. Although the project timeline extends until November 15, we are committed to delivering the entire project by the end of this month.

Advanced Techniques:

We employed advanced animation and drawing techniques to ensure that this content surpassed the primary school materials in sophistication and engagement. The use of advanced techniques allowed us to make the secondary school series more visually appealing and educational.

Multilingual Content:

The videos were developed in English, Tamil, and Sinhala, maintaining consistency with our inclusive approach. Subtitles were included to ensure accessibility for all students.

Extended Animation Duration:

The total animation duration of the secondary school video series came close to 20 minutes. In comparison, the primary school video series had a total animation duration of only 14 minutes. This is particularly notable considering the secondary school series features faster voiceover narration and more dynamic animation movements, resulting in a comprehensive and engaging educational experience.

Comprehensive Booklets:

Initially, we planned to design basic booklets that complemented the videos, similar to what we did for the primary school project. However, driven by our commitment to providing the best value for Cefas, we decided to create detailed, standalone booklets with up-to-date information about climate change, evidence of its impacts in Sri Lanka, and interactive elements such as quizzes, activities and experiments to give readers a practical and engaging approach to learning. Each booklet extended beyond 50 pages, with some even exceeding 70 pages. Our team managed every aspect, from research to content writing, proofreading, and design. The scientific elements of the book content were meticulously researched and written by environmental experts, with a final review by Cefas to ensure the highest quality of content.

[REDACTED]

Project 5: C22-0604-1671 (Successfully Completed)

In collaboration with the Joint Nature Conservation Committee (JNCC), Inbound Hype embarked on a project in the Maldives. The primary goal was to create electronic materials that would raise awareness about Marine Protected Areas (MPAs) and their benefits among local communities.

Diverse Content Creation:

The project involved creating a range of electronic resources, including 90-second and 30-second videos, infographics, and static banners. The goal was to provide a comprehensive understanding of what MPAs are, their importance to local communities, the threats they face, and the types of MPAs in the Maldives.

Cultural Considerations:

Recognizing the diverse population in the Maldives, the content was prepared in both English and Dhivehi to ensure accessibility and inclusivity. Cultural appropriateness was a key consideration throughout the project to make the content resonate with the local population.

Dynamic Content Formats:

Stakeholder preferences and local insights guided the creation of dynamic resources that could engage a wide audience. The project went beyond traditional leaflets and posters, focusing on resources that were shareable on social media platforms.

Collaboration and Local Tailoring:

Inbound Hype worked closely with stakeholders in the Maldives to ensure that the communication products were tailored to the local audience. This collaborative approach allowed us to adapt our strategies and content to the unique needs and cultural nuances of the region.

[REDACTED]



Overall Impact and Expertise

Inbound Hype's expertise in designing multimedia products and delivering media campaigns has been honed through these and many other projects. Our ability to design, execute, and adapt campaigns to reach diverse audiences is a testament to our experience and commitment. We bring a holistic approach to media campaigns, ensuring that the content is not only informative but also engaging and culturally relevant.

Multilingual Approach for Inclusivity

Our projects span regions with diverse linguistic backgrounds, and we take special care to create multilingual content to reach all sections of the population. By incorporating subtitles and providing content in multiple languages, we ensure that the message is accessible to as many people as possible. This approach aligns with our commitment to inclusivity and making information available to all.

Educational Initiatives for a Better Future

Inbound Hype's commitment to education and outreach is evident through our work with Cefas. We recognize that the future lies in the hands of the younger generation, and our projects were designed to empower them with knowledge about climate change, marine conservation, and sustainable practices.

Adaptability and Collaboration

Our projects are marked by adaptability and close collaboration with local stakeholders. We don't impose standardized solutions; instead, we embrace local insights and needs. This collaborative approach is at the heart of our success, allowing us to tailor our strategies and content effectively.

Conclusion

Inbound Hype's extensive experience in multimedia product design and media campaign creation extends beyond what is presented here. Our projects, marked by their reach, impact, and inclusivity, showcase our capability to deliver the services required for this tender. We remain committed to crafting impactful media campaigns, spreading important messages, and adapting to the unique needs of different regions and audiences.

VERSION 1.0
DATE 25/10/2023



C21137 - CEFAS23-130 ITT FOR MULTI-
MEDIA CREATION AND DISTRIBUTION IN SRI
LANKA FOR OCPP
Q1.2 PROPOSED SOLUTION



OUR PROPOSED SOLUTION

1. UNDERSTANDING OF THE TECHNICAL REQUIREMENTS

We have a profound understanding of the technical requirements outlined in the tender, which primarily seek to address the development and execution of two distinct media campaigns: one for climate change awareness, focusing on the risks and impacts of climate change on the coastal and marine environments and the urgent need for climate action, and another for increasing public and industry awareness of the single-use plastic ban on 7 items (straws, stirring utensils, spoons, yoghurt spoons (excluding yoghurt cups), forks, knives, plastic flower garlands and plastic string hopper trays). The latter campaign should emphasize the adverse effects of plastic pollution on the environment and human health, encouraging the reduction and eventual ban of single-use plastics.

The tender explicitly calls for strategies to ensure that the media created for both the climate change and plastic ban campaigns reaches the maximum possible audience by being accessible to all audiences, regardless of their abilities or backgrounds. This includes ensuring materials are available in multiple formats, languages, and addressing the needs of those with disabilities.

To summarize, the technical requirements entail the creation of media campaigns that not only raise awareness but also drive meaningful engagement among the target audience. These campaigns should be strategically designed to foster behavioral change, instill environmental consciousness, and promote eco-friendly practices.

2. UNDERSTANDING OF THE LOCAL MEDIA LANDSCAPE

According to a recent report by the Sri Lanka Press Council, the most used media for information retrieval in Sri Lanka is as follows;

1. TV
2. Radio
3. Social Media (barely managed to surpass newspaper)
4. Newspaper

This reconfirms that using social media for both campaigns is vital in order to reach the maximum audience.

See the chart below for more details.

Most used Media in day to day for information retrieval (National level % and Score)



- Sixty seven (67%) of the people have selected Television as their first choice (Ranked 1st) to access the day to day information in Sri Lanka, while 17% of the people have selected Social Media as their 1st choice.
- Printed media (9%) and Radio (6%). When considering overall ranking Radio placed at second best choice while Social Media ranked 3rd and printed media fourth (very close with SM)



www.charts.lk



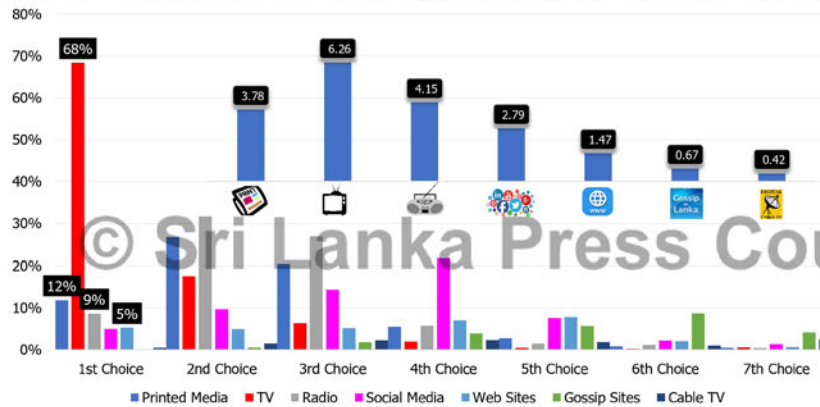
According to the same report, the list changes a bit when it comes to the most **trusted** media in Sri Lanka, as follows.

1. TV
2. Radio
3. Newspaper
4. Social Media (a big drop off from #3)

This illustrates why TV, Radio and Newspaper are the best media channels to foster behavioral change, instill environmental consciousness, and promote eco-friendly practices.

See the chart below for more details.

Most Trusted Media (National level % and Score)



- Sixty eight (68%) of the people have selected Television as their first choice (Ranked 1st) as trusted media in Sri Lanka, while 12% of the people have selected Printed Media as their 1st choice.
- Radio (9%) and Official Web sites (5%). When considering overall ranking Radio placed at 2nd trusted media while Printed Media ranked 3rd and Social media at fourth.

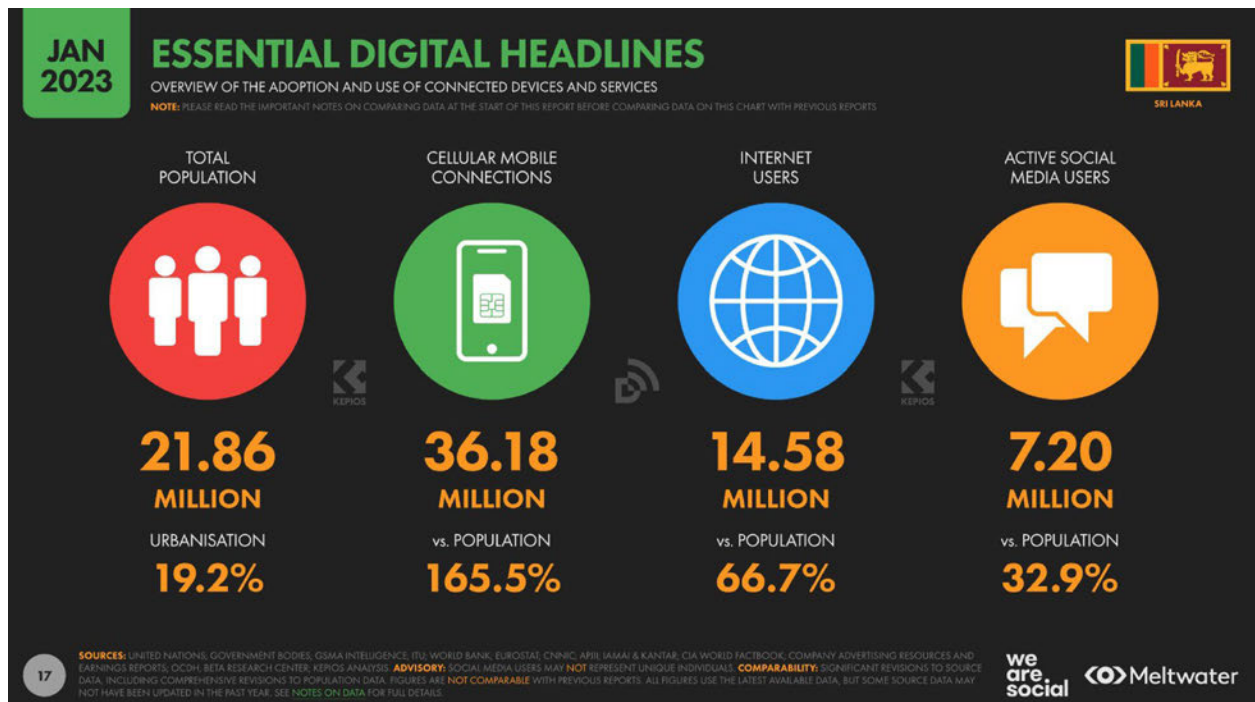


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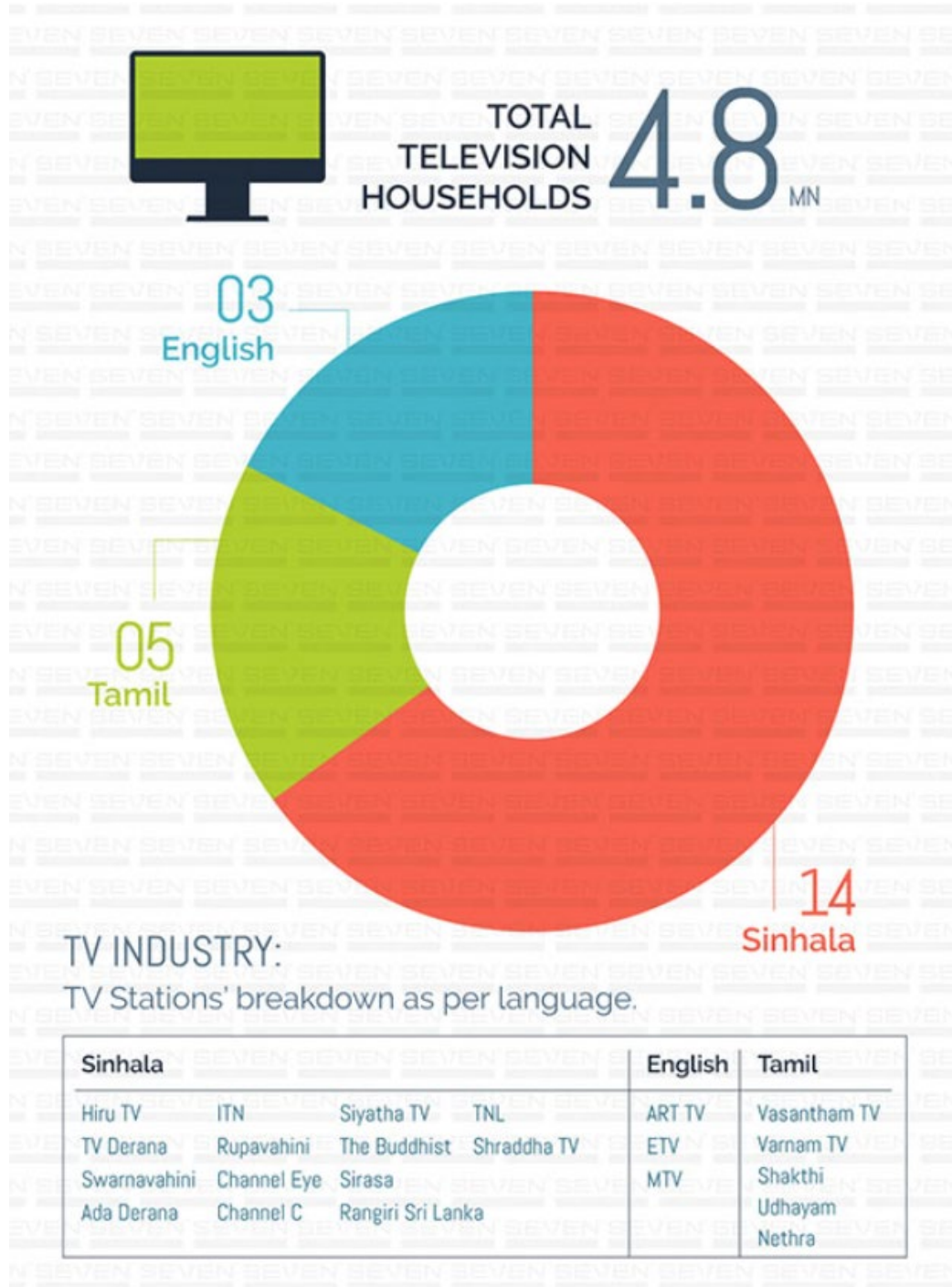
Finally, according to the Digital 2023: Sri Lanka report published by Meltwater and We Are Social, only 32.9% of the population is active on social media. This is why, regardless of how cost-effective it is, social media should never be the only channel we focus on.



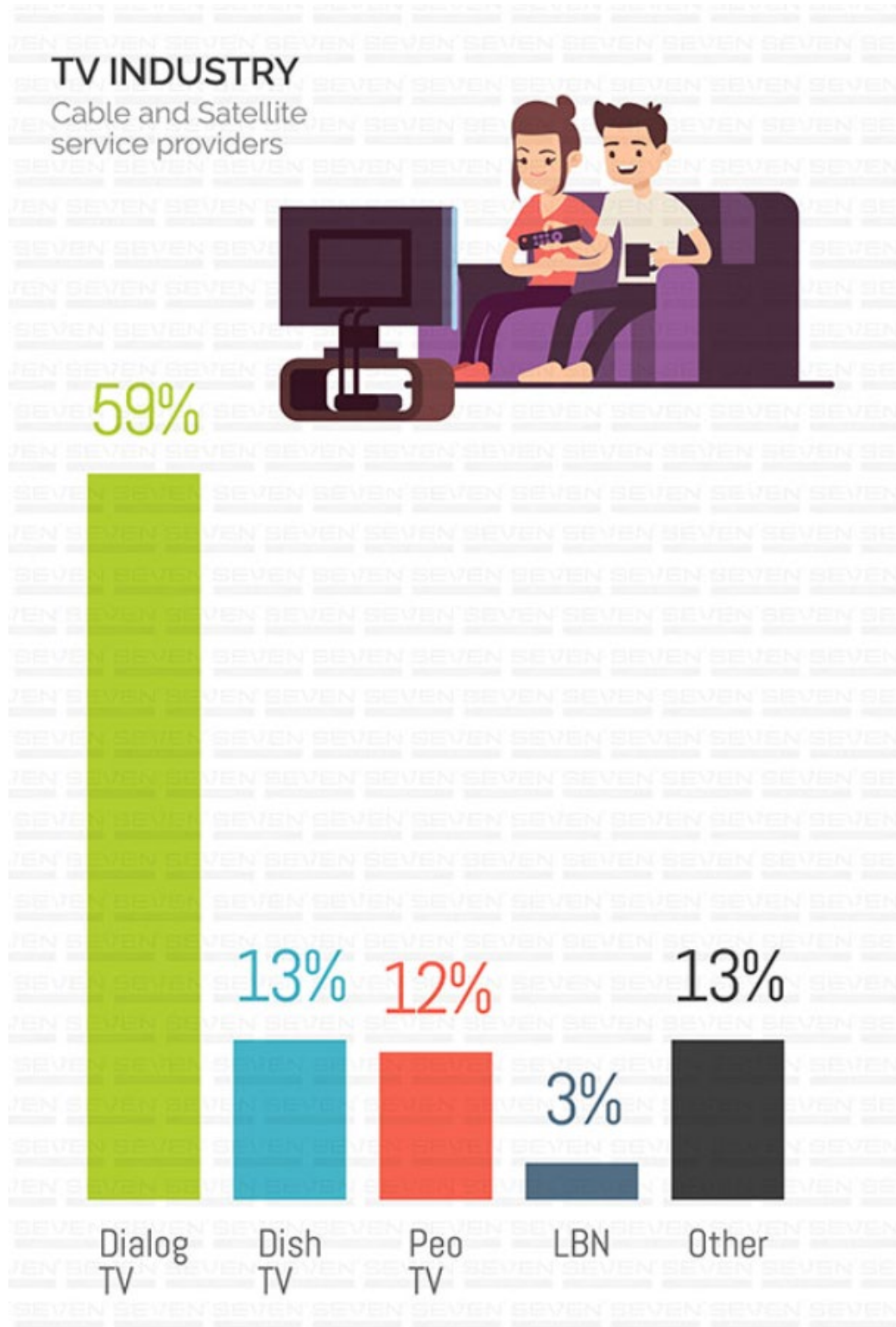
Now that we understand the overall performance of media in Sri Lanka, let's get into the specifics of each. While this is mainly to show our domain expertise, we also want Cefas to be informed about the current media landscape in Sri Lanka.

2.1 Television

Free-to-air Television Landscape in Sri Lanka



Pay-TV Landscape in Sri Lanka



Top Television Watch Times in Sri Lanka

- Newspaper review programmes from 6:30 AM – 7:30 AM
- News programmes from 12:00 PM to 12:40 PM
- Kids programmes from 4:00 PM to 6:45 PM (Weekdays)
- News programmes from 6:55 PM to 7:30 PM
- Entertainment programmes from 7:30 PM to 10:00 PM
- News programmes from 10:00 PM to 10:35 PM
- Political and entertainment programmes from 10:35 PM to 12:30 AM

All free-to-air channels in Sri Lanka end at around 12:30 AM.

Top Television Channels in Sri Lanka**Week 41-2023**

No;	Channel	Share
1	DERANA (SINHALA)	28.84
2	HIRU (SINHALA)	21.41
3	SIRASA (SINHALA)	19.68
4	SWARNAVAHINI (SINHALA)	11.02
5	SHAKTHI (TAMIL)	5.05
6	ITN (SINHALA)	3.47
7	SIYATHA (SINHALA)	2.32
8	RUPAVAHINI (SINHALA)	2.25
9	DIALOG SATELLITE	2.06
10	CABLE	1.35
11	VASANTHAM (TAMIL)	1.08
	Total Viewership	98.53

Source; SRL COSNET V4

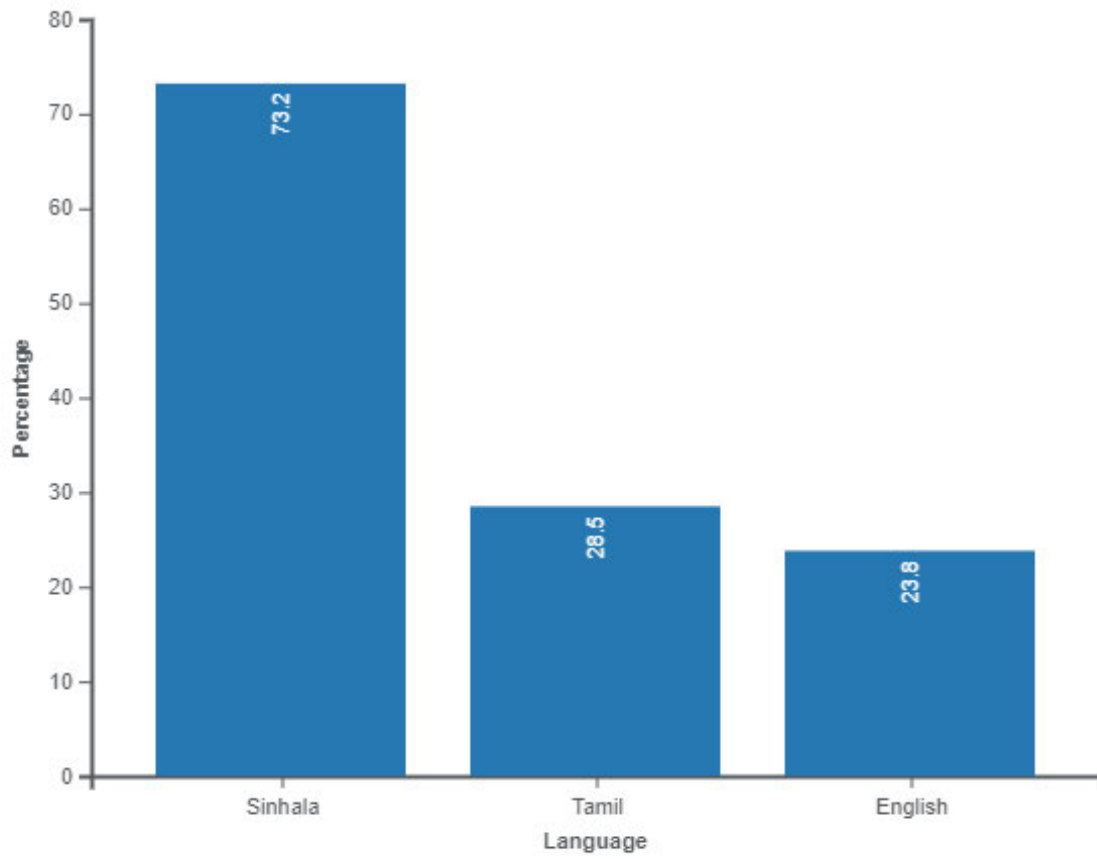
Top Television Programmes in Sri Lanka

Week 41-2023

Source; ViewScore (FTA)

Channel Name	Start Time	End Time	Program Name	Avg. Duration (min)	Avg. TVR%
TV Derana	19:30	20:00	Iskole	30	8.90
TV Derana	20:00	20:30	Sangeethe	30	8.35
TV Derana	18:55	19:30	Ada Derana @ 6.55	35	8.21
TV Derana	18:55	19:30	Ada Derana	35	8.04
TV Derana	19:30	21:00	Dream Star Season 11	90	7.98
TV Derana	21:00	22:00	Salena Nuwan	60	7.65
TV Derana	20:30	21:00	Deveni Inima	30	6.98
TV Derana	21:00	21:30	Nikini Kusum	30	6.05
Hiru TV	18:55	19:30	Hiru TV News 6.55 - Live	35	5.76
Hiru TV	19:30	20:00	Akurata Yana Welawe	30	5.45
Hiru TV	20:00	20:30	Hiru Star - Live	30	5.28
Hiru TV	19:30	20:00	Hiru Star - Live	30	5.22
TV Derana	21:05	22:00	Salena Nuwan	55	4.94
TV Derana	21:30	22:00	Lokkige Kathawa	30	4.83
TV Derana	19:35	21:05	Dream Star Season 11	90	4.81
Sirasa TV	19:30	20:30	Voice Kids	60	4.71
Sirasa TV	21:00	21:30	Neela Pabalu	30	4.66
Hiru TV	20:30	21:00	Hiru Star - Live	30	4.64
Hiru TV	20:00	20:30	Divithura	30	4.62
TV Derana	17:55	18:55	Bakery Gedara	60	4.60
Sirasa TV	20:30	22:00	Money Drop S2	90	4.58
TV Derana	22:00	22:30	Ada Derana	30	4.56
Hiru TV	20:30	21:00	Rella Weralata Adarei	30	4.56
Sirasa TV	20:30	21:00	Kiyadenna Adare Tharam	30	4.49
Hiru TV	21:00	21:25	Sansarini	25	4.20
TV Derana	18:25	18:55	Sitha Nidi Na	30	4.17
Sirasa TV	21:30	22:00	Imlie	30	4.10
Swarnavahini	21:00	21:30	Meka Thamai Jiwithe Teledrama	30	4.06
Swarnavahini	21:30	22:00	Kolam Kuttama Teledrama	30	4.06
Swarnavahini	22:00	22:30	Susum Rasthiyaduwa Drama	30	3.89

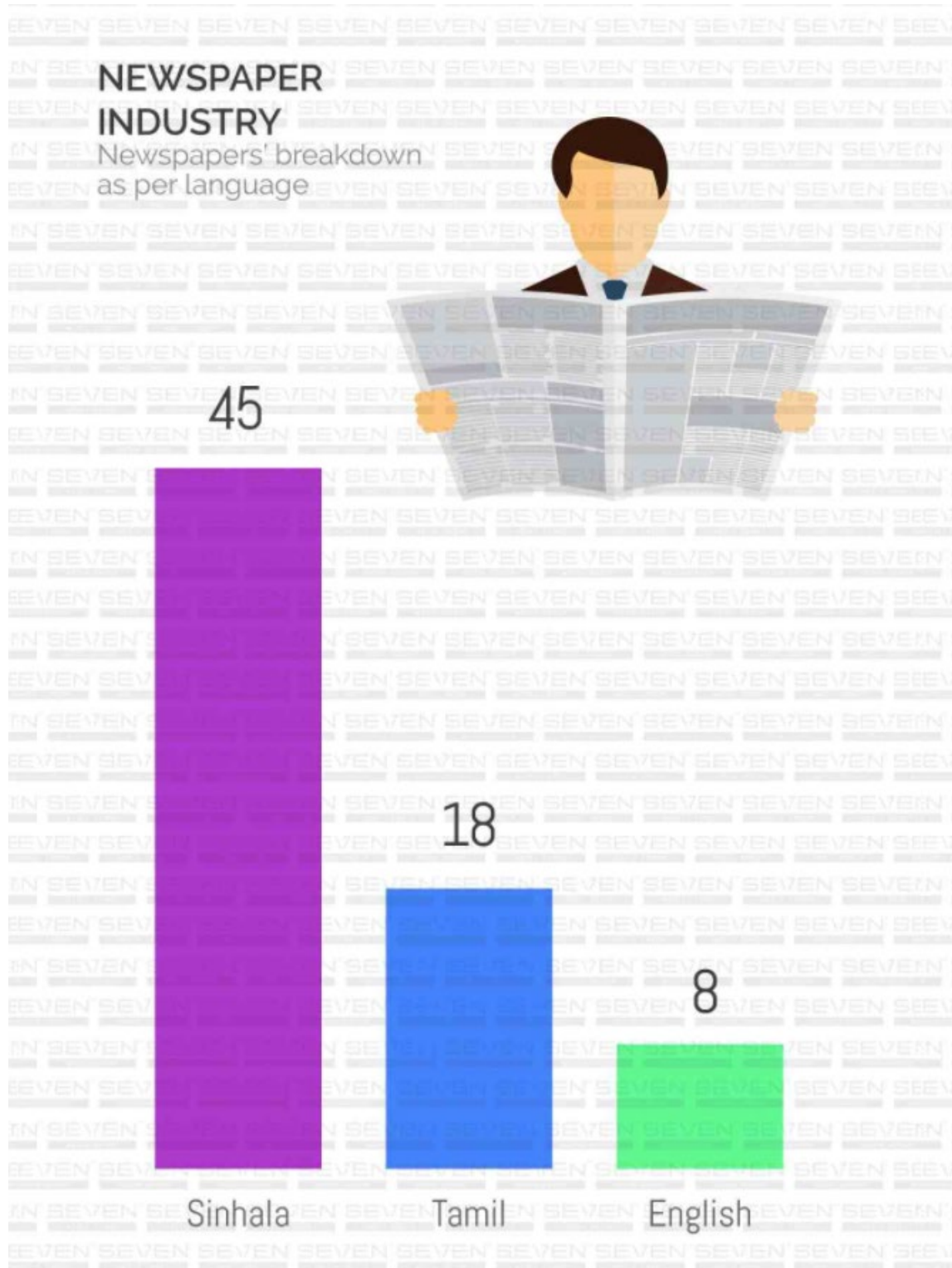
TV Consumption in Sri Lanka by Language



2.2 Newspaper



Newspaper Landscape in Sri Lanka



Major Newspaper Companies in Sri Lanka

Company	Language	Newspaper(s)
Lake House (Government-owned)	Sinhala	Dinamina (Daily), Silumina (Weekly)
	Tamil	Thinakaran (Daily), Vaaramanjari (Weekly)
	English	Daily News (Daily), Sunday Observer (Weekly)
Wijeya Newspapers	Sinhala	Lankadeepa (Daily), Lankadeepa (Weekly), Ada (Daily), Deshaya (Weekly)
	Tamil	Tamil Mirror (Daily)
	English	Daily Mirror (Daily), Sunday Times (Weekly), FT (Weekly)
Upali Newspapers	Sinhala	Daily Divaina (Daily), Sunday Divaina (Weekly)
	English	Daily Island (Daily), Sunday Island (Weekly)
Express Newspapers	Tamil	Daily Virakesari (Daily), Sunday Virakesari (Weekly)
Ceylon Newspapers	Sinhala	Daily Mawbima (Daily), Sunday Mawbima (Weekly)
	English	Daily Ceylon Today (Daily), Sunday Ceylon Today (Weekly)

Popular Daily Newspapers (2023)

Target Population (TP) : 13,338,590

Daily									
Weekly									
Magazines									
Summary									
Gender									
Location									
SEC									
Services									
SINHALA PAPERS									
#	News Paper	Regular	R %	Irregular	IR %				
1	LANKADEEPA	1,777,471	13.33	543,793	4.08				
2	MAWBIMA	611,965	4.59	293,470	2.2				
3	ARUNA	323,480	2.43	429,561	3.22				
4	DIVAINA	105,185	0.79	370,289	2.78				
5	DINAMINA	93,078	0.7	406,577	3.05				
6	ADA	83,449	0.63	10,717	0.08				
Showing 1 to 6 of 6 entries									
TAMIL PAPERS									
#	News Paper	Regular	R %	Irregular	IR %				
1	VIRAKESARI	727,782	5.46	359,467	2.7				
2	THINAKKURAL	313,661	2.35	118,168	0.89				
3	THINAKARAN	217,818	1.63	105,119	0.79				
4	THAMILAN	10,841	0.08	26,803	0.2				
Showing 1 to 4 of 4 entries									
ENGLISH PAPERS									
#	News Paper	Regular	R %	Irregular	IR %				
1	DAILY MIRROR	197,267	1.48	122,632	0.92				
2	DAILY NEWS	140,689	1.05	40,362	0.3				
3	CEYLON TODAY	25,018	0.19	23,049	0.17				
4	THE ISLAND	16,041	0.12	3,098	0.02				
5	DAILY FT	15,251	0.11	5,089	0.04				
6	DAILY MORNING	6,569	0.05	4,070	0.03				
Showing 1 to 6 of 6 entries									

Source; SRL COSNET V4

Popular Weekly Newspapers (2023)

Target Population (TP) : 13,338,590

		Daily	Weekly	Magazines						
		Summary	Gender	Location	SEC	Services				
SINHALA PAPERS										
#	News Paper	Regular	R %	Irregular	IR %					
1	SUNDAY LANKADEEPA	2,107,228	15.8	1,845,749	13.84					
2	SUNDAY MAWBIMA	1,328,597	9.96	298,807	2.24					
3	SUNDAY ARUNA	700,055	5.25	259,530	1.95					
4	SUNDAY DIVAINA	536,830	4.03	282,283	2.12					
5	DHARANI	223,554	1.68	109,039	0.82					
6	SIRIKATHA	222,992	1.67	151,627	1.14					
7	THARUNI	165,826	1.24	131,050	0.98					
8	SILUMINA	144,393	1.08	155,611	1.17					
9	VIJAYA	137,163	1.03	81,822	0.61					
10	SATHARA	49,711	0.37	14,946	0.11					
11	NAWALIYA	25,196	0.19	8,150	0.06					
12	MIHIRA	22,323	0.17	21,707	0.16					
13	DIYANIYA	19,009	0.14	11,016	0.08					
14	VIDUSARA	11,958	0.09	10,582	0.08					
15	AMMA	8,878	0.07	34,288	0.26					
16	SUBASETHA	6,395	0.05	73,117	0.55					
17	SAMPATHA	0	0	21,765	0.16					
Showing 1 to 17 of 17 entries										
TAMIL PAPERS										
#	News Paper	Regular	R %	Irregular	IR %					
1	SUNDAY WEERAKESARI	363,537	2.73	120,826	0.91					
2	THINAKARAN VARAMANJARI	92,911	0.7	30,806	0.23					
3	NAIRU THINAKKURAL	50,919	0.38	47,030	0.35					
4	SUNDAY THAMILAN	14,181	0.11	6,957	0.05					
5	THAMIL THANNTI	5,752	0.04	10,225	0.08					
Showing 1 to 5 of 5 entries										
ENGLISH PAPERS										
#	News Paper	Regular	R %	Irregular	IR %					
1	SUNDAY TIMES	226,609	1.7	109,811	0.82					
2	SUNDAY OBSERVER	217,635	1.63	148,593	1.11					
3	SUNDAY CEYLON TODAY	67,203	0.5	4,520	0.03					
4	SUNDAY ISLAND	40,953	0.31	13,032	0.1					
5	SUNDAY MORNING	26,957	0.2	5,720	0.04					
Showing 1 to 5 of 5 entries										

Source; SRL COSNET V4

Newspaper Dimensions

Newspaper dimensions vary from company to company. Sometimes the same company will have different dimensions for two newspapers.

Here are a few examples:

Company	Newspapers	Height (cm)	Width (cm)
Lake House	English & Tamil	54cm	32.7cm
	Sinhala	54cm	33.2cm
Wijeya Newspapers	All	52cm	32.7cm

We will produce media materials in all such dimensions to accommodate for this.

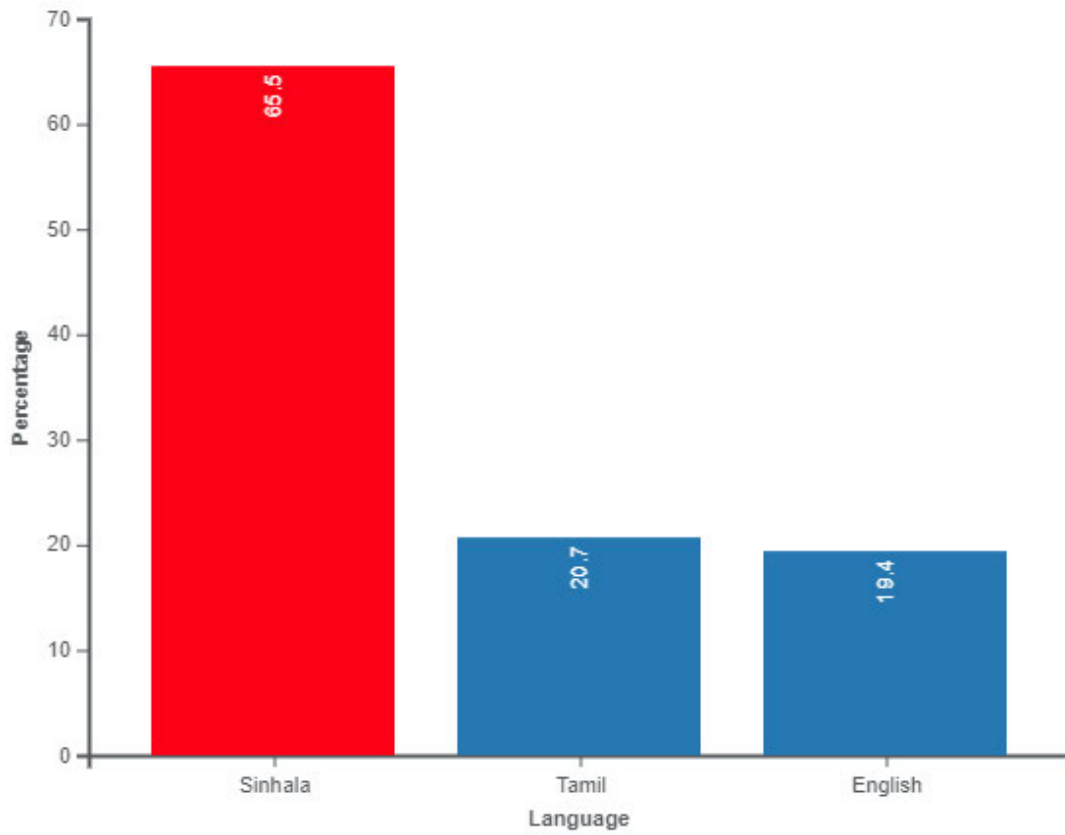
Newspaper Consumption Patterns in Sri Lanka

- Peak readership is on Sundays
- 70% of retirees consume English papers
- 20% of readers consume newspapers at libraries instead of buying them
- Elderly people often pass their newspapers to others (often neighbors) after reading them

Top Places of Newspaper Consumption in Sri Lanka

- Libraries
- Banks
- Government departments
- Office lobbies

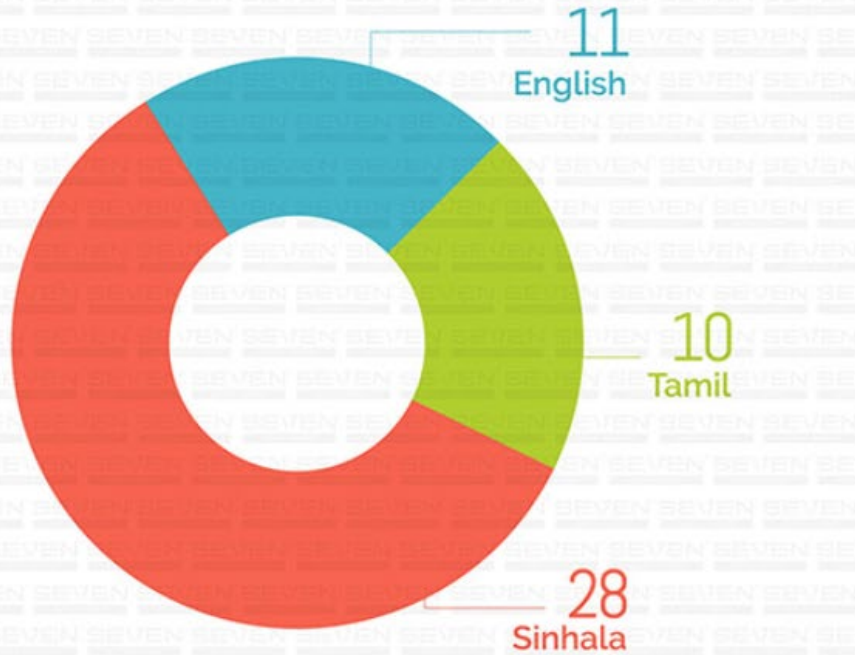
Newspaper Consumption in Sri Lanka by Language



2.3 Radio

Radio Landscape in Sri Lanka

TOTAL RADIO STATIONS



Sinhala			
Hiru FM	Lakhanda FM	RanOne FM	Ruhuna
FM Derana	Lak FM	City FM	Vidula
Neth FM	Siyatha FM	Sitha FM	Uva
Shaa FM	SLBC Swadesheya	Seth FM	Wayamba
The Buddhist	V FM	Isira FM	Sirasa FM
Shree FM	Y FM	Rajarata	LankaSiri FM
Rangiri Dambulu	Rhythm FM	Kandurata	Rasa FM
English			
Sun FM	E FM	Lite 87	Fox 91.4
Gold FM	Kiss FM	Real Radio	Yes FM
Radio Sri Lanka	TNL Radio	Red FM	
Tamil			
Sooriyan FM	SLBC Welada	Yal FM	Thesiya / Tamil National
Vasantham FM	Varnam FM	Shakthi FM	
Thendral	Pirai FM	Capital FM	

Sri Lanka Radio Frequency

High-power transmission towers have been installed throughout the island as analog transmitters are often used for radio broadcasting. The main broadcasting towers are located in Colombo, Yatiyantota, Jaffna, Gammaduwa and Hanthana.



Sri Lankan FM Radio Frequency List Range

All stations can be easily listened to by using a radio device or by visiting a radio station's website.

Top Sinhala Radio Stations in Sri Lanka

4/8/2023 - 3/9/2023

Overall

No;	Station	Share
1	DERANA	23.11
2	HIRU	21.04
3	NETH	10.88
4	SIYATHA	8.19
5	SHA	6.23
6	SRI	4.45
7	RAN	4.06
8	LAKHANDA	1.96
9	SITHA	0.21

Total Viewership	80.13
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Source; SRL COSNET V4

Top Tamil Radio Stations in Sri Lanka

Week 25-2021

Overall

No;	Channel	Share
1	Sooriyan FM	51.85
2	Shakthi FM	29.53
3	Thesiya	8.21
4	Vasantham	7.43
	Total Viewership	97.02

Source; Kantar LMRB Sri Lanka

Top English Radio Stations in Sri Lanka

Week 25-2021

Overall

No;	Channel	Share
1	Gold FM	39.58
2	Sun FM	18.96
3	Yes FM	10.83
4	Radio SL	6.49
5	Kiss FM	6.48
	Total Viewership	82.34

Source; Kantar LMRB Sri Lanka

Top Radio Listening Times in Sri Lanka

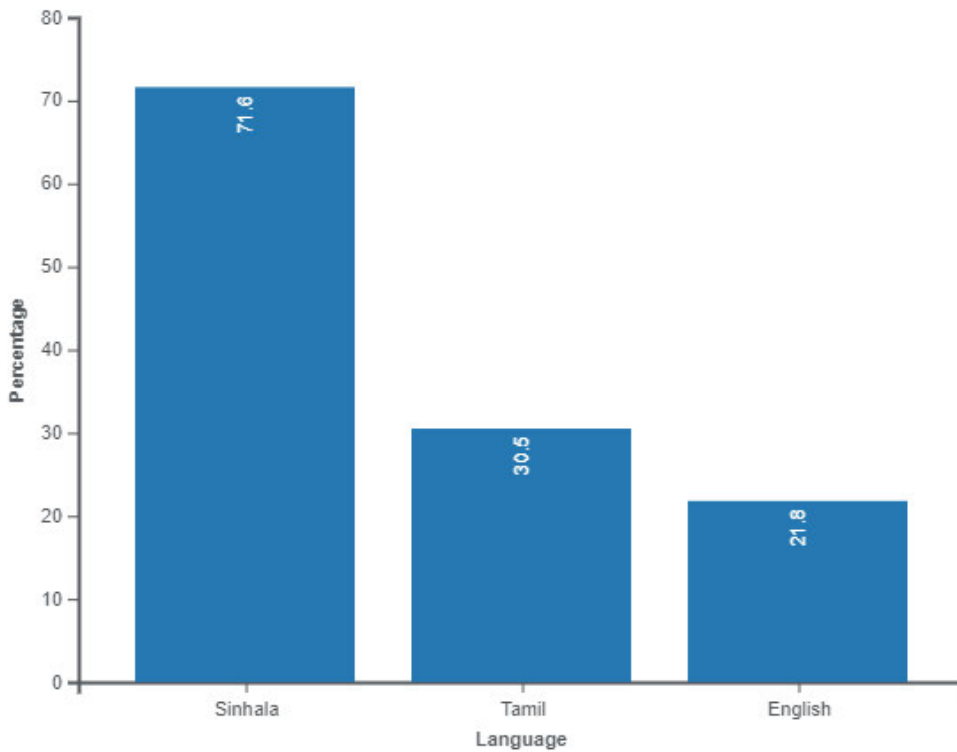
- Religious and news programmes: 6:00 - 7:00 AM
- Morning drive time: 7:00 - 9:30 AM
- Evening drive time: 4:30 - 7:00 PM
- Music and entertainment programmes: 7:00 - 11:00 PM

Radio stations in Sri Lanka run 24/7.

Top Places of Radio Consumption in Sri Lanka

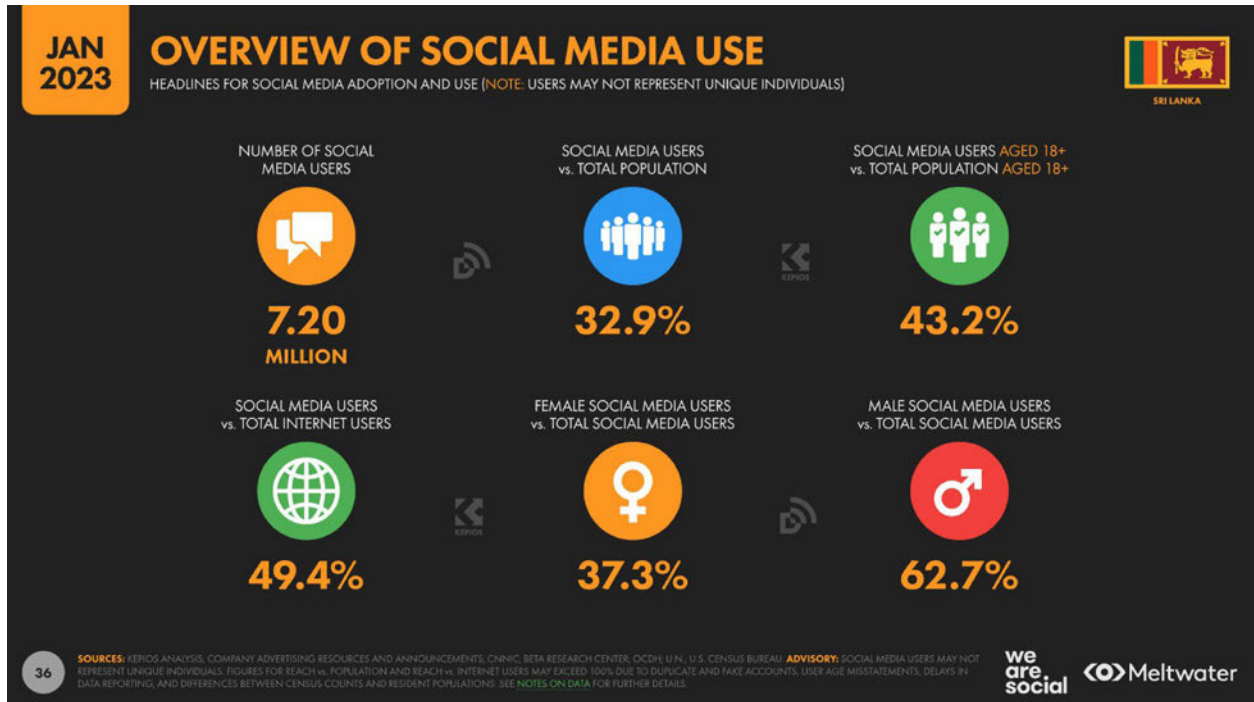
- Public transport (buses, school vans, staff vans etc.)
- Taxis (three-wheelers, cars etc.)
- Fairs
- Shops
- Lottery counters

Radio Consumption in Sri Lanka by Language

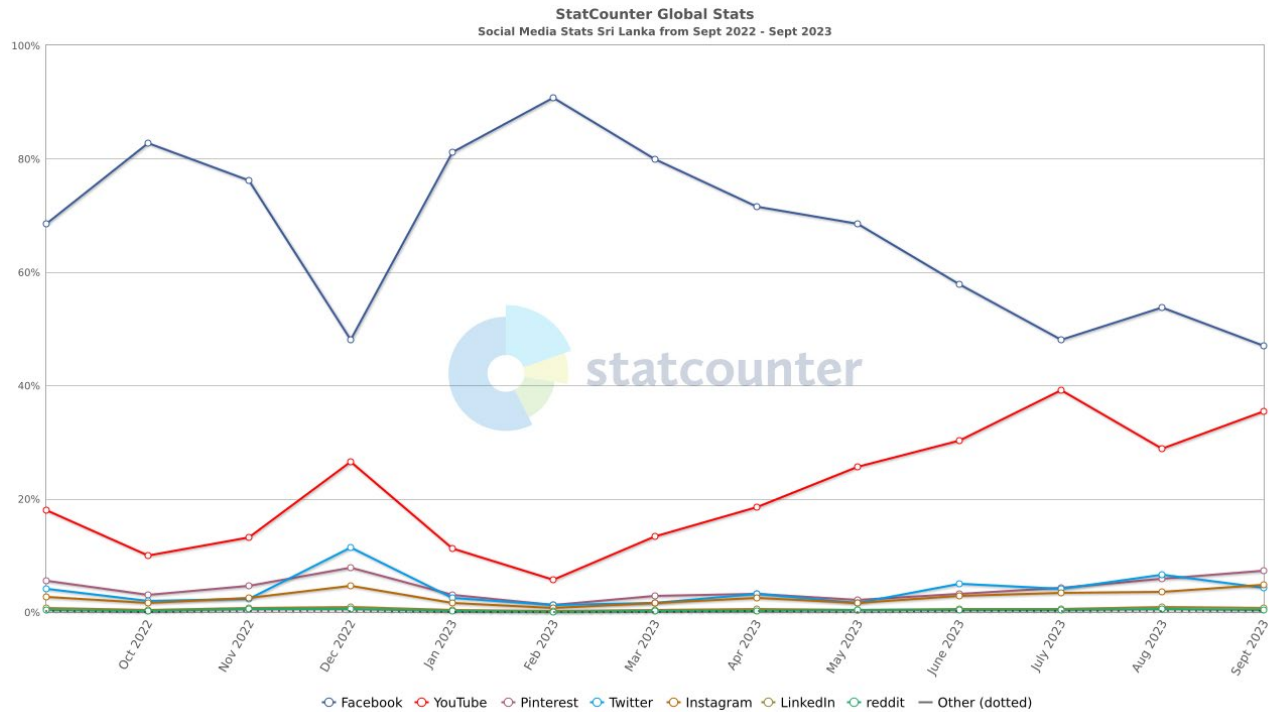


2.4 Social Media

Social Media Landscape in Sri Lanka



Most Used Platforms



3. PROPOSED SOLUTION

Our proposed solution for this tender is a multifaceted approach that leverages our extensive experience in crafting impactful media campaigns tailored to the local Sri Lankan context. Below, we provide a detailed breakdown of our approach, addressing each aspect of the technical requirements:

3.1 Nationwide Climate Change Awareness Campaign Plan

Objective:

To create and distribute a nationwide multimedia campaign for climate change, focusing on the risks and impacts of climate change on the coastal and marine environments, with nationwide reach across Sri Lanka.

Campaign name:

Ocean of Tomorrow

Campaign tagline:

Sustain the Shores, Secure the Seas

Campaign duration:

2 - 3 months

Target country:

Sri Lanka

Target audience:

General public

Dissemination methods:

TV, radio, newspapers, billboards, and social media

Media materials:

We plan to push out 5 different messages for each medium (the messages will be the same across mediums). The estimated materials are as follows.

- 5x animated commercials (30 seconds)

- 5x radio commercials (the duration depends on the language. the allowed limit for English commercials is 30 seconds, for Sinhala it's 45 seconds, and for Tamil it's 60 seconds. this is a common rule across all radio stations in Sri Lanka.)
- 5x banners (to be used in newspapers, billboards, and social media)

Material language:

Each material will be produced in all three languages (English, Sinhala, Tamil)

Commercial concepts:

To assist Cefas in gauging our creativity, we developed the following commercial concepts with the little time we had.

1. Symphony of Life

The commercial starts with vibrant underwater scenes showcasing the breathtaking beauty of coral reefs in Sri Lanka's coastal waters. The camera zooms in on the colorful fish and thriving marine life, emphasizing how coral reefs provide essential services to both the ecosystem and communities. The voiceover highlights the multifaceted benefits of healthy coral reefs, such as coastal protection, sustaining fisheries, and driving tourism.

Suddenly, the visuals darken, and the coral begins to pale and bleach due to rising sea temperatures. The serene underwater symphony turns eerily quiet, symbolizing the loss of vibrant marine life. The voiceover narrates the plight of the coral, expressing its distress and vulnerability to climate change, emphasizing the urgent need to protect these vital ecosystems.

The commercial then shifts focus to showcase initiatives taken in Sri Lanka to protect coral reefs, including marine protected areas, coral restoration programs, and responsible tourism practices. Animated scenes depict a marine protected area where diving activities coexist harmoniously with thriving coral reefs, promoting the link between people and the ocean's biodiversity.

The commercial ends with a call to action, urging viewers to support conservation efforts, participate in responsible tourism activities, and take steps to reduce their carbon footprint.

2. Mangrove Guardians

The commercial opens with stunning shots of coastal landscapes, where the ocean meets the shore. As the camera pans, it gradually reveals the impact of rising sea levels on Sri Lanka's coastal communities. Scenes depict flooded areas, displaced homes, and the challenges faced by local residents due to increased coastal erosion.

The voiceover highlights the urgent need for action to protect coastal communities from climate change's adverse effects. To illustrate effective adaptation measures, the commercial introduces the crucial role of coastal mangrove forests. Animated visuals showcase how mangroves act as natural barriers, protecting communities from erosion and inundation while providing additional ecological benefits and sequestering carbon.

The commercial emphasizes that mangroves are a sustainable and eco-friendly solution for climate resilience and showcases Sri Lanka's pioneering efforts in protecting all its mangrove forests. It depicts the significance of mangroves in safeguarding not only coastal communities but also farmland and livelihoods further inland.

The commercial concludes with a call to action, urging viewers to support initiatives focused on preserving and restoring coastal mangroves to combat climate change and protect vulnerable communities.

3. Blue Carbon Saviors

The commercial focuses on the concept of blue carbon and its significance in mitigating climate change. It starts by showcasing carbon emissions' sources in Sri Lanka, such as vehicles, factories, and airplanes, and the resulting impacts on the ocean, like acidification and other environmental changes.

Animated visuals then introduce the importance of Sri Lanka's blue carbon habitats, including seagrass meadows, saltmarshes, and mangroves. The voiceover explains how these ecosystems play a crucial role in sequestering carbon dioxide from the atmosphere, acting as carbon sinks and reducing the effects of climate change.

The commercial highlights the importance of protecting and restoring these blue carbon habitats to enhance their carbon-sequestering capabilities. It showcases ongoing efforts in Sri Lanka to conserve these vital ecosystems and how communities can get involved in restoration projects and sustainable practices to support the fight against climate change.

The commercial concludes with a call to action, urging viewers to become guardians of blue carbon, take part in restoration initiatives, and reduce their carbon footprint to protect the environment and secure a sustainable future.

4. Ocean's Bounty

The commercial addresses the issue of ocean acidification and its impact on Sri Lanka's marine ecosystems. It begins with serene underwater scenes, portraying colorful fish and vibrant coral reefs. As the camera pans, the visuals transition to illustrate the acidification process and its detrimental effects on marine life, including coral decalcification and the impact on important seafood species like oysters, shrimps, and lobsters.

The voiceover explains the science behind ocean acidification and its implications for marine biodiversity, livelihoods, and the food chain. The commercial highlights the urgency of reducing carbon emissions to mitigate ocean acidification and protect the ocean's delicate balance.

Animated scenes then showcase scientific research, coastal monitoring, and initiatives focused on reducing carbon emissions and promoting sustainable practices. It depicts how communities can actively engage in protecting the ocean's health and safeguarding their livelihoods by supporting climate action and sustainable fishing practices.

The commercial concludes with a call to action, urging viewers to embrace sustainability, reduce carbon emissions, and join the global effort to protect the ocean's melody for the well-being of current and future generations.

5. Winged Wonders

The commercial opens with breathtaking aerial shots of Sri Lanka's coastline at dawn. The camera soars over pristine sandy beaches and tranquil mangrove forests, revealing the serene beauty of the coastal areas. As the sun rises, it casts a golden hue over the landscape, creating a magical ambiance.

The voiceover begins by highlighting the significance of Sri Lanka's coastal ecosystems as critical habitats for migratory and resident bird species. It emphasizes that these coastal areas serve as vital stopover points for birds on their long journeys, as well as breeding grounds for various species.

Suddenly, the visuals darken, and ominous storm clouds gather on the horizon. The narration describes the threats faced by these coastal bird habitats due to climate change, including sea-level rise, habitat destruction, and changing weather patterns. As a result, bird populations are declining, disrupting the natural balance and ecological diversity.

The commercial then transitions to showcase the resilience of Sri Lanka's conservation efforts, focusing on the protection of these coastal bird habitats. Animated scenes depict local communities working together to restore and safeguard these ecosystems. It illustrates the creation of bird sanctuaries and protected areas, where human activities coexist harmoniously with avian life.

The voiceover underlines the importance of these conservation initiatives and how they can serve as a model for preserving fragile ecosystems around the world. It also emphasizes the interconnectedness of bird habitats with other coastal environments, such as mangroves and seagrass beds.

The commercial concludes with a call to action, urging viewers to support and engage in initiatives to protect coastal bird habitats. It encourages people to become stewards of these "winged wonders" and advocates for sustainable practices that minimize their carbon footprint. By doing so, viewers can play a crucial role in preserving these vital ecosystems, safeguarding bird populations, and mitigating the impacts of climate change on Sri Lanka's coast.

Media buying strategy:

Now let's discuss the dissemination part of the campaign in detail, including what strategies we will incorporate for each medium.

TV

We selected the following channels based on viewership data from multiple sources:

TYPE	CHANNEL	LANGUAGE	SHARE
Free-to-air	DERANA	Sinhala	28.84
Free-to-air	HIRU	Sinhala	21.41
Free-to-air	SIRASA	Sinhala	19.68

Free-to-air	SWARNAVAHINI	Sinhala	11.02
Free-to-air	SHAKTHI	Tamil	5.05
Free-to-air	ITN	Sinhala	3.47
Free-to-air	SIYATHA	Sinhala	2.32
Free-to-air	RUPAVAHINI	Sinhala	2.25
Pay-TV (Dialog TV)	DIALOG SATELLITE (Channel One, Star World, Star Movies, AXN, ZeeCafe, Comedy Central, &flix, TLC, Nickelodeon etc.)	English, Sinhala, Tamil	2.06
Free-to-air	HARITHA	Sinhala	-

- We will advertise on Haritha TV, the only environmental channel in Sri Lanka.
- We will advertise on travel channels such as TLC and travel programmes such as Meka Puduma Lokayak in order to target people who are more environmentally conscious.
- We will advertise on entertainment channels such as &flix, Star Movies and Star World in order to target the youth audience.
- We will advertise on kids channels such as A Plus TV and Nickelodeon in order to target children.
- We will advertise during prime-time news and hourly news programmes in order to maximize reach.
- Dialog TV is also heavily watched in premium hangout locations such as Pizza Hut, KFC, Commercial Bank, HSBC, Shangri-la Hotel etc.

Below are the best performing TV programmes in Sri Lanka. We aim to run ads during all of them:

Source; ViewScore (FTA)

Channel Name	Start Time	End Time	Program Name	Avg. Duration (min)	Avg. TVR%
TV Derana	19:30	20:00	Iskole	30	8.90
TV Derana	20:00	20:30	Sangeethe	30	8.35
TV Derana	18:55	19:30	Ada Derana @ 6.55	35	8.21
TV Derana	18:55	19:30	Ada Derana	35	8.04
TV Derana	19:30	21:00	Dream Star Season 11	90	7.98
TV Derana	21:00	22:00	Salena Nuwan	60	7.65
TV Derana	20:30	21:00	Deveni Inima	30	6.98
TV Derana	21:00	21:30	Nikini Kusum	30	6.05
Hiru TV	18:55	19:30	Hiru TV News 6.55 - Live	35	5.76
Hiru TV	19:30	20:00	Akurata Yana Welawe	30	5.45
Hiru TV	20:00	20:30	Hiru Star - Live	30	5.28
Hiru TV	19:30	20:00	Hiru Star - Live	30	5.22
TV Derana	21:05	22:00	Salena Nuwan	55	4.94
TV Derana	21:30	22:00	Lokkige Kathawa	30	4.83
TV Derana	19:35	21:05	Dream Star Season 11	90	4.81
Sirasa TV	19:30	20:30	Voice Kids	60	4.71
Sirasa TV	21:00	21:30	Neela Pabalu	30	4.66
Hiru TV	20:30	21:00	Hiru Star - Live	30	4.64
Hiru TV	20:00	20:30	Divithura	30	4.62
TV Derana	17:55	18:55	Bakery Gedara	60	4.60
Sirasa TV	20:30	22:00	Money Drop S2	90	4.58
TV Derana	22:00	22:30	Ada Derana	30	4.56
Hiru TV	20:30	21:00	Rella Weralata Adarei	30	4.56
Sirasa TV	20:30	21:00	Kiyadenna Adare Tharam	30	4.49
Hiru TV	21:00	21:25	Sansarini	25	4.20
TV Derana	18:25	18:55	Sitha Nidi Na	30	4.17
Sirasa TV	21:30	22:00	Imlie	30	4.10
Swarnavahini	21:00	21:30	Meka Thamai Jiwithe Teledrama	30	4.06
Swarnavahini	21:30	22:00	Kolam Kuttama Teledrama	30	4.06
Swarnavahini	22:00	22:30	Susum Rasthiyaduwa Drama	30	3.89

Radio

We selected the following channels based on listenership data from multiple sources:

STATION	LANGUAGE
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DERANA	Sinhala
HIRU	Sinhala
NETH	Sinhala
SIYATHA	Sinhala
SHA	Sinhala
SRI	Sinhala
SIRASA	Sinhala
SOORIYAN	Tamil
SHAKTHI	Tamil
GOLD	English

- We will advertise on stations such as Derana FM and Hiru FM which are often broadcasted inside public transport vehicles such as buses (thereby reaching a mass audience).
- The majority of listenership comes during morning and evening drive times, so that's where we will allocate most of our budget.
- We will advertise on Gold FM, the most popular English radio station in Sri Lanka. Majority of the audience is elderly people.
- We will advertise on both Shakthi FM and Sooriyan FM which when combined accounts for more than 90% of Tamil listenership.
- We will advertise during prime-time news and hourly news times to maximize reach.

We'll advertise on the following time belts to ensure our message gets across to everyone.

TIME BELT	TARGET AUDIENCE
5:00 AM - 7:00 AM	Those who turn on the radio soon after waking up as part of their morning routine.
7:00 AM - 9:00 AM	Those who listen to radio while driving/commuting to office or while driving their kids to school.
9:00 AM – 10:00 AM	Elderly people and shop owners who tune in to morning shows.

10:00 AM – 12:00 PM	Women and stay-at-home people who tune in to comedy and gossip shows.
12:00 AM – 02:00 PM	Those who tune in to news and listen to radio on their lunch break.
02:00 PM – 04:00 PM	Women and stay-at-home people who tune in to comedy and gossip shows.
04:30 PM – 07:00 PM	Office folk on their way back home.
07:00 PM – 11:00 PM	Youth who tune in to music programmes.
12:00 AM – 03:00 AM	Those in night duty, long-distance vehicle drivers, fishermen etc.

Newspaper

We selected the following publications based on readership data from multiple sources:

NEWSPAPER	LANGUAGE	FREQUENCY
Lankadeepa (Sunday)	Sinhala	Weekly
Mawbima (Sunday)	Sinhala	Weekly
Lankadeepa (Monday - Saturday)	Sinhala	Daily
Aruna (Sunday)	Sinhala	Weekly
Mawbima (Monday - Saturday)	Sinhala	Daily
Divaina (Sunday)	Sinhala	Weekly
Virakesari (Sunday)	Tamil	Weekly
Virakesari (Monday - Saturday)	Tamil	Daily
Sunday Observer (Sunday)	English	Weekly
Sunday Times (Sunday)	English	Weekly
Dharani (Sunday)	Sinhala	Weekly
Aruna (Monday - Saturday)	Sinhala	Daily

- Ads will be published inside the main print. Not inside add-on papers.
- Ads will be published on right-hand pages (1, 3, 5 etc.), so that when people flip the page, our ad is the first thing they see.
- As 65% of readership happens during the weekends, we will make sure to cover all prominent Sunday newspapers such as Lankadeepa, Maubima, Sunday Observer, Sunday Times, and Aruna.
- We will advertise on Virakesari as it contributes to the majority of Tamil readership.
- We will advertise on Dharani, the leading women's magazine in Sri Lanka.

We will use a mix of the following ad positions to maximize reach:

- Bottom full width ad (strip)
- Right side column ad (solus)
- Quarter page ad
- Full page ad

Social media

We chose the following platforms based on user data from multiple sources:

- Facebook
- YouTube
- Instagram
- Pinterest

We will cover the general public through Facebook and YouTube.

We will cover the young crowd through Instagram.

We will cover the female audience through Pinterest.

Billboards

Depending on site and budget availability, we hope use a mix of the following solutions.

- **Static Billboard Displays:** A static billboard display is a large, non-digital poster that you often see by the side of the road. They don't change like digital screens and come in different sizes, but the average one is about 8 feet tall and 4 feet wide. We have access to over 250 of these island wide.
- **Hoarding Displays:** Hoarding displays are like giant posters, and they're big – typically around 20 feet high and 10 feet wide. We have access to 100 of them around the island. They're not electronic, just a big, eye-catching space for ads.

- **Static Gantry Displays:** Static gantry displays are like long billboards on elevated structures, stretching from one side of a road to the other. We have access to 15 of them across Colombo. These are quite sizable, about 32 feet tall and 8 feet wide. Quite expensive too.
- **Digital Gantry Displays:** Digital gantry displays are similar to static gantries, but they have electronic screens instead of posters. There are 5 of them across Colombo, and they are also about 32 feet tall and 8 feet wide.
- **Bus Shelter Displays:** Bus shelter displays are advertisements you see at bus stops. There are 100 of these shelters in Colombo, and we have access to most of them. Each shelter has space for multiple ads, typically between 3 to 12 ad spots. These displays are visible to people waiting for buses.

3.2 Single-use Plastic Ban Campaign Plan

Objective:

To create a small media campaign to increase public awareness and industry awareness of the single-use plastic ban on 7 items (straws, stirring utensils, spoons, yoghurt spoons (excluding yoghurt cups), forks, knives, plastic flower garlands and plastic string hopper trays) and the distribution of the media produced.

Campaign name:

ZeroPlastic

Campaign tagline:

Breaking Free from Plastic, One Choice at a Time

Campaign duration:

1 month

Target country:

Sri Lanka

Target audience:

General public

Target areas:

Export Processing Zones and surrounding areas, including Colombo, Mawathagama, Polgahawela, Mirigama, Katunayake, Biyagama, Horana, Seethawaka, Koggala, Kandy, Malwatta, Wathupitiwela, and Mirijjawela.

Dissemination methods:

Newspapers, billboards, and social media

Media materials:

We plan to push out 8 different messages for each medium (the messages will be the same across mediums). 7 out of 8 messages will feature one banned item each. The other will be a general message to get people to reduce their plastic footprint. The estimated materials are as follows.

- 8x banners (to be used in newspapers, billboards, and social media)

Material language:

Each material will be produced in all three languages (English, Sinhala, Tamil)

Banner copy:

To assist Cefas in gauging our creativity, we developed the following banner copy with the little time we had.

Message 1: Straws

Visual: A sea turtle swimming free without plastic hindrance.

Caption: "Let's sip responsibly. Say no to plastic straws."

Message 2: Stirring Utensils

Visual: A cup of tea or coffee with a wooden or metal stirring stick.

Caption: "Stir with eco-love. Ditch the plastic!"

Message 3: Spoons

Visual: A colorful array of reusable spoons, each promoting sustainability.

Caption: "Spoonfuls of change. Choose reusable."

Message 4: Yogurt Spoons (excluding cups)

Visual: A creamy, delicious yogurt cup with a reusable spoon.

Caption: "Yogurt, yes! Plastic spoons, no!"

Message 5: Forks

Visual: An appetizing salad adorned with a reusable fork.

Caption: "Fork out the plastic. Embrace the green."

Message 6: Knives

Visual: A delectable meal prepared with a durable, reusable knife.

Caption: "Cut the cord with plastic. Knife the waste."

Message 7: Plastic Flower Garlands

Visual: Vibrant, eco-friendly flower garlands being used for celebrations.

Caption: "Celebrate with nature. Swap plastic for petals."

Message 8: Plastic String Hopper Trays

Visual: A traditional Sri Lankan meal presented on eco-friendly trays.

Caption: "Taste the difference. String hoppers, not plastic."

General Message (Featured in all Media Materials)

Visual: A montage of all banned plastic items transforming into eco-friendly alternatives.

Caption: "Revive the Earth. Reduce, Reuse, and Reclaim."

Media buying strategy:

Now let's discuss the dissemination part of the campaign in detail, including what strategies we will incorporate for each medium.

Newspaper

We selected the following publications based on readership data from multiple sources:

NEWSPAPER	LANGUAGE	FREQUENCY
Lankadeepa (Sunday)	Sinhala	Weekly
Mawbima (Sunday)	Sinhala	Weekly
Virakesari (Sunday)	Tamil	Weekly
Sunday Observer (Sunday)	English	Weekly
Sunday Times (Sunday)	English	Weekly

- Ads will be published inside the main print. Not inside add-on papers.
- Ads will be published on right-hand pages (1, 3, 5 etc.), so that when people flip the page, our ad is the first thing they see.
- In order to use funds efficiently, we will publish ads purely on weekend papers, as we can maximize our reach that way.
- We will advertise on Virakesari as it contributes to the majority of Tamil readership.

We will use a mix of the following ad positions to maximize reach:

- Bottom full width ad (strip)
- Right side column ad (solus)
- Quarter page ad
- Full page ad

Social media

We chose the following platforms based on user data from multiple sources:

- Facebook
- YouTube
- Instagram
- Twitter

We will cover the general public through Facebook and YouTube.

We will cover the young crowd through Instagram.

We decided to replace Pinterest with Twitter for this campaign as Twitter's audience is valuable for its influence, especially when we are trying to make people aware of a gazette.

Billboards

Depending on site and budget availability, we hope use a mix of the following solutions.

- **Static Billboard Displays:** A static billboard display is a large, non-digital poster that you often see by the side of the road. They don't change like digital screens and come in different sizes, but the average one is about 8 feet tall and 4 feet wide. We have access to over 250 of these island wide.
- **Hoarding Displays:** Hoarding displays are like giant posters, and they're big – typically around 20 feet high and 10 feet wide. We have access to 100 of them around the island. They're not electronic, just a big, eye-catching space for ads.
- **Static Gantry Displays:** Static gantry displays are like long billboards on elevated structures, stretching from one side of a road to the other. We have access to 15 of them across Colombo. These are quite sizable, about 32 feet tall and 8 feet wide. Quite expensive too.
- **Digital Gantry Displays:** Digital gantry displays are similar to static gantries, but they have electronic screens instead of posters. There are 5 of them across Colombo, and they are also about 32 feet tall and 8 feet wide.
- **Bus Shelter Displays:** Bus shelter displays are advertisements you see at bus stops. There are 100 of these shelters in Colombo, and we have access to most of them. Each shelter has space for multiple ads, typically between 3 to 12 ad spots. These displays are visible to people waiting for buses.

4. ACCESSIBILITY AND INCLUSION

We will ensure that these media campaigns are inclusive and accessible to every segment of the Sri Lankan population. Here's our approach to achieving this:

Multilingual Content: We understand that Sri Lanka is a linguistically diverse nation, and so, to reach every corner of this rich tapestry, we will create content in multiple languages. The campaigns will be available in English, Sinhala, and Tamil. This approach transcends language barriers, ensuring that our message is understood and embraced by a wide audience.

Media Channels: Sri Lanka's demographic groups have varying media consumption preferences. To address this, our distribution strategy embraces a wide array of media channels, including television, radio, newspapers, billboards, and social media. This multifaceted approach guarantees that our campaigns reach and engage different demographic groups effectively. For instance, radio is an excellent medium for reaching the elderly population, who often rely on it for information and entertainment. Meanwhile, social media platforms provide an ideal means to connect with the younger generation, who are more active in this digital space.

Accessibility Features: We are dedicated to making our campaigns accessible to everyone. Subtitles will be seamlessly integrated into our multimedia content, ensuring that our message is accessible to those with hearing impairments. Additionally, we are attentive to specific needs, including addressing color blindness to ensure that our visuals and animations are inclusive.

Ongoing Collaboration: During an informal discussion with Mrs. Shyamani Periyapperuma, the Environment Promotion Director at the Central Environmental Authority (CEA) in Sri Lanka, we explored the possibility of extending the life of these campaigns beyond the tender period. Mrs. Shyamani expressed her interest in utilizing CEA's funds to sustain these campaigns upon discussing with and receiving approval from Cefas. If and when such a situation arise, we are happy to continue supporting this initiative with minimal service charges from our end. This informal agreement underscores our commitment not only to fulfilling the tender's requirements but also actively contributing to the longevity of the media campaigns' impact in Sri Lanka.

5. INCORPORATING PAST SUCCESSES

The projects we executed for Cefas and JNCC, as detailed in our response to Question 1.1, are living testimonies to our competence. Furthermore, the positive feedback we received from the Central Environmental Authority (CEA) underscores the efficacy of our efforts.

To provide proof of these feedback, we have attached "CEA_IH_Letter.pdf". This letter from Mrs. Shyamani Periyapperuma, the Environment Promotion Director at The Central Environmental Authority (CEA) in Sri Lanka, serves as acknowledgment of our outstanding work. The letter specifically mentions the marine litter awareness campaign and the animation videos and booklets we developed for educating primary and secondary school children on the subject of climate change.

This demonstrates that our endeavors have not only met but exceeded the expectations of our clients, marking a substantial vote of confidence in our ability to deliver.

6. CONCLUSION

This document highlights our proposed solution, encompassing multi-layered and far-reaching media campaigns designed to raise awareness about climate change and the recent ban on several single-use plastics in Sri Lanka. Our approach is underpinned by our unwavering commitment to accessibility, inclusivity, and fostering a deep connection with the local audience.

Backed by our extensive experience, in-house capabilities, and collaborative relationships, we are well-equipped to fulfill the technical requirements of this tender while ensuring a sustained and meaningful impact on environmental awareness among the Sri Lankan population.

VERSION 1.0
DATE 25/10/2023



C21137 - CEFAS23-130 ITT FOR MULTI-
MEDIA CREATION AND DISTRIBUTION IN SRI
LANKA FOR OCPP

Q1.3 PROJECT PLANNING AND IMPLEMENTATION



PROJECT PLANNING AND IMPLEMENTATION

Inbound Hype (Pvt) Ltd is committed to efficiently and effectively executing the nationwide climate change awareness campaign and the single-use plastic ban campaign, ensuring a high level of quality, engagement, and seamless collaboration with Cefas. Below is a comprehensive project implementation plan that aligns with the specified deliverables and timelines. Our approach reflects an understanding of the unique requirements of the campaigns, supported by a well-established project management methodology.

Project Initiation

The project will commence on November 15, 2023, or as soon as possible upon contract award.

Work Hours

09:30 AM – 05:30 PM Sri Lankan Time

Communication Hours

09:30 AM – 09:30 PM Sri Lankan Time

Methods of Communication

Email

Instant messaging apps (WhatsApp, Signal etc.)

Virtual meetings (Webex, MS Teams etc.)

Physical meetings (at the CEA etc.)

Response Times

Email - Within 24 hours

Instant messaging apps - Within 3 hours

* We typically respond within an hour

Meeting Participants

The following members will take part in meetings and ensure details are effectively communicated to the rest of the team.

1

2

Escalation/Approval Process

Lakindu Jayathilaka, a member of the proposed team, is also one of the directors at Inbound Hype (Pvt) Ltd. This will contribute to a smoother and faster escalation/approval process.

How We Assure Quality

We have systems such as process checklists and project audits in place to ensure that the quality of the deliverables align with client requirements.

Our Connections

Inbound Hype possesses extensive links with a wide array of media channels in Sri Lanka, including television, radio, newspapers, and social media platforms. Our media buying experience with Cefas and our local connections enable us to maximize campaign reach. We will utilize these connections to ensure that campaign materials are strategically placed in media channels that align with target audience demographics and engagement preferences.

Reporting Process

Reports will be submitted in the form of PDF/Excel attachments via email.

Transmission certificates, commercial recordings, media materials, reports, and other documentation will be neatly uploaded to a private Google Drive account accessible only to the client and key internal staff. Documents will remain on our servers for a period of 12 months after contract completion.

Engagement and Collaboration

Engaging the Project Team:

- Internal Team: We will swiftly onboard an internal project team consisting of creative professionals, content strategists, animators, and media experts who will contribute their expertise in campaign concept development, content creation, and distribution. This team will be expanded as needed to accommodate the workload.
- External Team: Collaborating with local artists, experts in climate change, and environmental activists to ensure that the campaigns resonate with the Sri Lankan audience and convey a deep

understanding of local issues. External partners will be identified through our existing network and partnerships with local environmental organizations.

Managing Collaborative Projects:

- We will establish a Project Management Office (PMO) led by a dedicated project manager who will oversee activities, timelines, and deliverables. The PMO will be responsible for ensuring a smooth flow of communication and collaboration between the internal and external teams.
- Regular Project Meetings: Weekly meetings will be conducted with internal and external teams to track progress, address challenges, and ensure a clear understanding of roles and responsibilities. These meetings will foster open communication and coordination.

Subcontractor or Partnership Arrangements

Inbound Hype (Pvt) Ltd follows a strict in-house policy for the execution of these campaigns. We believe that maintaining full control over the entire process is crucial to ensuring quality, timeliness, and cultural relevance. Therefore, no subcontractors or partnerships will be engaged for any core project activities. Our integrated in-house team, as well as our network of local environmental experts and artists, will collectively handle all campaign aspects, from concept development to content creation and distribution.

Accountabilities and Governance

Clear lines of accountability will be established within the project team. Key roles and responsibilities will be outlined as follows:

- Project Manager: Responsible for overall project coordination, monitoring timelines, and mitigating risks.
- Content Strategist: Leads content development, ensuring alignment with campaign goals and messaging.
- Creative Director: Oversees the creation of visual materials and branding.
- Lead Animator: Ensures the quality and cultural relevance of animation and multimedia content.
- Media Specialist: Oversees the project's media buying operations.

Governance processes will include documented workflows for content approval, design, and distribution. These processes will be shared with Cefas to maintain transparency.

Project Management Methodology

Inbound Hype follows the Agile project management methodology, which emphasizes iterative development, frequent collaboration, and adaptability. This methodology will ensure that the campaigns remain aligned with evolving priorities and insights. It also enables us to make adjustments based on real-time feedback, fostering a highly responsive approach to project management.

Support Required from Cefas

Cefas's support will primarily include providing access to relevant data, research, and insights on climate change and plastic pollution specific to Sri Lanka. This information will be essential for crafting impactful campaign content. Additionally, Cefas's feedback and guidance on the campaign's alignment with environmental goals will be valuable. We expect Cefas to be an active participant in the approval process for campaign materials. And finally, we expect Cefas to issue letters of authorization, when requested by TV, radio and newspaper companies.

Risk Identification and Mitigation

Risk Identification: A comprehensive risk assessment will be conducted at the outset of the project, including the identification of potential challenges such as delays in content creation, distribution obstacles, and unforeseen external factors. Risks specific to the Sri Lankan context, including cultural sensitivities and regional nuances, will be given special attention.

Risk Management: In collaboration with the PMO, we will develop risk mitigation plans and strategies for addressing identified challenges. The PMO will monitor and adjust these strategies as necessary to ensure on-time delivery. We will also implement a continuous feedback loop with Cefas to ensure alignment with project goals and timely mitigation of emerging risks.

Communication of Risks: Transparency will be maintained in communicating risks with Cefas, and we will seek Cefas's input and solutions to mitigate challenges as they arise. Our efficient communication protocols will ensure quick response times to address emerging risks.

Handover of Materials

All materials produced during the campaigns will be systematically organized and stored in electronic format. At the project's conclusion, we will deliver a complete handover package to Cefas, including all media content, campaign strategy documents, and final and draft reports. This handover process will be documented and clearly communicated to ensure a seamless transition of project deliverables.

Timescales

Nationwide Climate Change Awareness Campaign:

- Concept Note: To be delivered by 1st December 2023.
- Media Materials (inc. branding): To be delivered by 1st May 2024.
- Distribution of Media Materials: To be delivered by 31st July 2024.
- Draft Report to Cefas: To be delivered by 31st August 2024.
- Final Report to Cefas: To be delivered by 30th September 2024.
- Electronic Collection of All Media: To be delivered by 30th September 2024.

Single-Use Plastic Ban Campaign:

- Concept Note: To be delivered by 1st December 2023.
- Media Materials: To be delivered by 1st February 2024.
- Distribution of Media Materials: To be delivered by 1st March 2024.
- Draft Report to Cefas: To be delivered by 1st May 2024.
- Final Report to Cefas: To be delivered by 31st May 2024.
- Electronic Collection of All Media: To be delivered by 31st May 2024.

Team Management Strategies

- Ensure balance within the team
- Ensure visibility and transparency
- Ensure effective communication within the team
- Foster a culture of collaboration
- Value each suggestion and discuss progress with the team
- Establish success metrics and reward excelling members
- Delegate tasks to groom future leaders
- Manage internal conflicts
- Use all available resources at our disposal to facilitate teamwork
- Take part in regular team building activities and celebrations

Data Protection Strategies

Below are a few strategies we follow to protect client data.

- Limit where we store client data: For each additional data storage site we use, we are exponentially increasing our overall exposure to data risks. So, we only keep sensitive information in the cloud on one centralized service.
- Limit employees' access to client data: We limit the level of access each employee has to client data, passwords, etc. When an employee leaves, we make sure to change the passwords and their level of access across all platforms and services we use.
- Audit the team's security practices: We review our team's security practices quarterly to make sure everyone is aware of how to handle sensitive data appropriately. Simple security measures such as putting computers to sleep with a password when not in use, keeping locks on rooms with sensitive files, and keeping workspaces clean and tidy will minimize any opportunities to steal or misplace confidential documents.
- Enforce a mobile security policy: We ensure best practices for storing sensitive client information on mobile devices are being followed and a plan of action is in place for lost or stolen devices.

Inbound Hype is compliant with The Data Protection Act 2018 and is actively registered with the UK Information Commissioner's Office. (see below certificate)

Data Protection Registration Certificate

Inbound Hype (Pvt) Ltd

No 3
2nd Lane
Nelumpura, Rathmalana
Colombo
Western, 10400

Registration reference: ZB252074
Date registered: 25 October 2021
Registration expires: 24 October 2024

Data Protection Officer

[REDACTED]

No 3
2nd Lane
Nelumpura, Rathmalana
Colombo
Western, 10400

[REDACTED]



Issued by: Information Commissioner's Office,
Wycliffe House, Water Lane, Wilmslow, Cheshire
SK9 5AF

Telephone: 0303 123 1113
Website: ico.org.uk

Implementation Plan

1. Nationwide Climate Change Awareness Campaign:

Start Date: 15 November 2023

Phase 1: Pre-Campaign Preparation (Duration: 2 Months)

Week 1: Campaign Team Assembly

- Assemble a cross-functional campaign team with roles, responsibilities, and timelines clearly defined.
- Team members include a Project Manager, Creative Director, Content Writers, Designers, Animators, and Translators.

Week 2: In-Depth Research and Content Strategy

- Conduct comprehensive research on the localized impact of climate change on Sri Lanka's coastal and marine environments.
- Develop a detailed content strategy that outlines key messages, campaign themes, and target audience personas.

Week 3-6: Creative Development and Storyboarding

- Collaborate with creative teams to design campaign materials, animations, and radio scripts.
- Develop visual storyboards for animated commercials that align with the campaign's narrative and objectives.

Week 7-8: Script and Content Approval

- Ensure scripts for radio commercials in English, Sinhala, and Tamil adhere to language-specific time limits (30 seconds for English, 45 seconds for Sinhala, and 60 seconds for Tamil).
- Finalize campaign messages, visuals, and banners, obtaining necessary approvals.

Phase 2: Media Production (Duration: 3 Months)

Week 9-20: Animation Production

- Begin the production of animated commercials. Create 30-second animations in all three languages (English, Sinhala, and Tamil) for each message.
- Collaborate with voiceover artists to record audio for animations. Incorporate feedback for voice clarity and emotion.

Week 9-20: Radio Commercial Production

- Record and produce radio commercials while strictly adhering to specified time limits (30 seconds for English, 45 seconds for Sinhala, and 60 seconds for Tamil).
- Ensure sound quality, message clarity, and emotional resonance. Validate language nuances.

Week 9-20: Banner Design and Visual Content Development

- Design banners suitable for newspaper ads, billboards, and social media. Ensure visual consistency and alignment with campaign themes.
- Review and finalize visual materials, making adjustments as necessary.

Phase 3: Approval and Quality Assurance (Duration: 2 Weeks)

Week 21: Internal Review and Feedback

- Conduct an internal review of all materials, involving cross-functional teams for feedback.
- Address feedback and make necessary adjustments to enhance quality and message consistency.

Week 22: Approval and Compliance Check

- Present campaign materials to legal and compliance teams for rigorous review to ensure all messaging adheres to relevant regulations.
- Obtain final approvals from the client and Sri Lankan government stakeholders.

Phase 4: Campaign Launch and Distribution (Duration: 10 Weeks)

Week 23: Campaign Launch

- Officially launch the "Ocean of Tomorrow" campaign, synchronizing the release across all chosen mediums.

Week 23-32: TV and Radio Broadcasting

- Disseminate animated commercials and radio ads through prominent TV channels and radio stations, adhering to specific schedules.

Week 23-32: Newspaper and Billboard Ads

- Publish campaign messages in leading newspapers and display them on billboards in high-visibility areas.
- Continuously monitor visibility and reach.

Week 23-32: Social Media Outreach

- Leverage social media platforms for disseminating campaign content and facilitating active engagement with the audience.
- Foster audience interaction through comments, discussions, and prompt responses to inquiries.

Phase 5: Monitoring and Evaluation (Duration: 1 Month)

Week 33-34: Data Collection and Monitoring

- Systematically collect data on campaign reach, engagement, audience responses, and sentiment analysis.
- Implement real-time monitoring of campaign performance and public sentiment regarding climate change awareness.

Week 35-36: Data Analysis and Reporting

- Conduct a comprehensive analysis of collected data, focusing on key performance indicators.
- Generate detailed reports highlighting the effectiveness of the campaign and areas for potential improvement.

Phase 6: Campaign Closure and Archiving (Duration: 2 Weeks)

Week 37-38: Campaign Wrap-up and Archive Management

- Summarize campaign performance in a final report.
- Organize a project review meeting with Cefas to discuss outcomes, lessons learned, and future recommendations.

Week 37-38: Secure Archiving

- Archive campaign materials securely to ensure long-term access and compliance.
- Safeguard animations, radio commercials, banners, and campaign reports for future reference and possible reuse.

2. Single-Use Plastics Ban Campaign

Start Date: 15 November 2023

Phase 1: Pre-Campaign Preparation (Duration: 2 Weeks)

Week 1-2: Team Assembly and Research

- Assemble a dedicated campaign team comprising a Project Manager, Creative Director, Content Writers, Designers, Translators, and Social Media Managers.

- Initiate in-depth research on the environmental impacts of single-use plastic items and the seven banned items (straws, stirring utensils, spoons, yoghurt spoons, forks, knives, plastic flower garlands, and plastic string hopper trays) in the designated areas (Export Processing Zones and surrounding regions in Sri Lanka).

Phase 2: Creative Development (Duration: 3 Weeks)

Week 3: Content Strategy and Storyboarding

- Develop a comprehensive content strategy outlining key messages, themes, and the communication approach.
- Create visual storyboards for banners to ensure alignment with the campaign narrative and objectives, focusing on each banned item.

Week 4-5: Banner Design and Copywriting

- Collaborate with creative teams to design visually appealing banners for newspapers, billboards, and social media platforms.
- Write captivating, concise copy for each banner message, ensuring that it resonates with the target audience, promotes eco-friendly choices, and aligns with campaign objectives.

Phase 3: Content Production (Duration: 1 Month)

Week 6-8: Visual Production

- Produce high-quality visuals for the eight campaign banners, ensuring they convey the message effectively.
- Develop visual materials that highlight the shift from single-use plastics to eco-friendly alternatives for each banned item, maintaining consistent branding and style.

Week 9: Translation and Localization

- Translate all content into the three official languages (English, Sinhala, Tamil) to maximize accessibility and impact.
- Ensure the message's cultural relevance, linguistic accuracy, and localization for each language.

Phase 4: Approval and Quality Assurance (Duration: 1 Week)

Week 10: Internal Review and Feedback

- Conduct an internal review of banners, involving cross-functional teams for feedback.
- Address feedback and make necessary adjustments to enhance message clarity, visual impact, and cultural sensitivity.

Phase 5: Campaign Launch and Distribution (Duration: 1 Month)

Week 11-14: Campaign Launch

- Officially launch the "ZeroPlastic" campaign with synchronized release across all designated mediums, starting with newspapers, billboards, and social media platforms.
- Ensure banners are strategically positioned in the target areas, with a focus on Export Processing Zones and surrounding regions, including Colombo, Mawathagama, Polgahawela, Mirigama, Katunayake, Biyagama, Horana, Seethawaka, Koggala, Kandy, Malwatta, Wathupitiwela, and Mirijjawela.

Phase 6: Monitoring and Evaluation (Duration: 2 Weeks)

Week 15-16: Data Collection and Monitoring

- Implement real-time monitoring of campaign performance, including the visibility of banners, audience engagement on social media, and public sentiment regarding the plastic ban.
- Gather data on the campaign's reach and its effectiveness in raising awareness, utilizing analytics tools and feedback mechanisms.

Phase 7: Data Analysis and Reporting (Duration: 2 Weeks)

Week 17-18: Data Analysis and Reporting

- Analyze collected data, focusing on key performance indicators such as engagement rates, social media interactions, and audience demographics.
- Generate a comprehensive report highlighting the campaign's impact, audience reach, and areas for potential improvement, along with specific case studies for each banned item.

Phase 8: Campaign Closure and Archiving (Duration: 2 Weeks)

Week 19-20: Campaign Wrap-up and Archive Management

- Summarize campaign performance in a final report for Cefas, emphasizing key achievements, public awareness metrics, lessons learned, and recommendations.
- Organize a project review meeting with Cefas to discuss outcomes and insights for future campaigns.

Week 20: Secure Archiving

- Safeguard all campaign materials, reports, and data for long-term access and reference, ensuring that they are securely archived with proper documentation.

This implementation plan ensures that Inbound Hype (Pvt) Ltd is well-prepared to deliver on all project requirements while promoting strong collaboration with Cefas and efficient project management throughout the engagement. We are confident in our ability to execute these campaigns successfully and create a significant impact in raising awareness about climate change and promoting the single-use plastic ban in Sri Lanka.



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Q1.4 PROJECT TEAM AND DELIVERY



PROJECT TEAM AND DELIVERY

Proposed Project Team

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Q1.5 COMMITMENT TO CONTINUOUS IMPROVEMENT



COMMITMENT TO CONTINUOUS IMPROVEMENT

Inbound Hype upholds a profound commitment to continuous improvement, recognizing it as a cornerstone of our organizational culture. We fully understand that maintaining the highest standards of quality, achieving operational efficiency, and delivering lasting value to our clients necessitate a consistent cycle of evaluation, adaptation, and enhancement of our internal working practices. Our approach to continuous improvement is an active and integral part of our operations, driven by a detailed set of principles and practices.

Our Approach to Continuous Improvement:

- **Process Analysis:** Inbound Hype maintains a constant and meticulous review of our internal processes and workflows. Our teams actively engage in process analysis to pinpoint bottlenecks, redundancies, and opportunities for increased efficiency. To facilitate this, we conduct regular process improvement sessions where team members actively contribute to the identification of areas that require improvement.

Example: Recently, in a project kick-off meeting, our process analysis identified opportunities to streamline the agenda and checklist, leading to more productive discussions and faster project initiation.

- **Performance Metrics and KPIs:** We have instituted a comprehensive set of key performance indicators (KPIs) to evaluate our effectiveness and the quality of our work. These KPIs are systematically reviewed and any deviations from the established targets trigger swift corrective actions. Our KPIs span a variety of dimensions, including project delivery, client satisfaction, and internal operational efficiency.

Example: One of our main KPIs is "Client Satisfaction". We gauge this through post-project surveys and feedback. Whenever satisfaction ratings fall below predefined thresholds, we engage in meticulous investigations and implement detailed corrective actions to address any issues.

- **Professional Development:** Inbound Hype remains unwavering in its commitment to the continuous learning and development of our team members. We provide our employees with opportunities for ongoing training, participation in workshops, and access to resources that keep them aligned with the latest industry best practices. This proactive approach ensures that our teams remain well-prepared to address emerging challenges and consistently deliver high-quality work.

Example: Recently, our production team participated in a specialized training program focused on the latest multimedia production techniques. This training equipped them with the skills and knowledge required to create more engaging and innovative products for our clients.

- **Cross-Functional Collaboration:** We strongly advocate for cross-functional collaboration and foster open communication within our teams. This collaborative approach empowers employees from diverse departments to share their insights and expertise, leading to creative problem-solving and the generation of innovative ideas.

- **Innovation Labs:** Inbound Hype has dedicated innovation labs where multidisciplinary teams engage in creative thinking and experimentation. These labs serve as incubators for pioneering ideas and practices. We allocate resources and time to these labs to encourage the exploration of emerging technologies, tools, and methodologies.

Example: Our innovation lab explored the possibility of using augmented reality (AR) in advertising campaigns. In the end, we figured out how to transform billboards, product packaging and buildings into AR animations and games.

How Our Internal Working Practices Benefit Cefas:

- **Enhanced Quality:** Our dedication to quality ensures that all campaign content is rigorously reviewed, verified for accuracy, and aligned with Cefas' objectives. We collaborate with experts to validate data and information, guaranteeing that the content is reliable, scientifically sound, and resonates with the intended audience.
- **Operational Efficiency:** Our streamlined internal processes and optimized project management tools empower us to work efficiently. This operational efficiency allows us to meet tight project timelines, ensuring that campaign materials are delivered on schedule. Additionally, it aids in resource allocation and workflow optimization to prevent delays and maintain a productive and efficient project trajectory.
- **Adaptability:** Inbound Hype's commitment to team training and professional development ensures that our staff remains at the forefront of industry advancements. This adaptability enables us to respond rapidly to evolving project requirements, integrating new elements, technologies, and approaches as needed to address changing challenges and opportunities effectively.
- **Innovation:** Our organizational culture encourages creativity and innovation, which reflects in the design of campaign materials. We explore inventive multimedia formats, interactive components, and creative approaches to convey campaign messages, ensuring they captivate and engage the target audience effectively. This spirit of innovation results in campaigns that stand out and leave a lasting impact.
- **Client Satisfaction:** Inbound Hype's commitment to client feedback and open communication ensures that Cefas remains actively engaged and satisfied throughout the project. Regular progress updates, feedback sessions, and discussions create a collaborative environment where Cefas' input is valued and actively incorporated into the campaigns. Our open lines of communication empower Cefas to shape the campaigns, influencing content, messaging, and distribution strategies to align with their objectives and vision.

In summary, our dedication to continuous improvement is deeply ingrained in our organizational culture. We are committed to fostering a culture that encourages innovation, collaboration, and open communication, consistently generating fresh ideas and refining our working practices to remain aligned with the latest industry standards and technology trends. Our approach to continuous improvement is not a static process but an evolving one, tailored to the specific needs and goals of our clients. We are fully dedicated to this dynamic approach, which will not only meet but exceed the objectives of this project, ensuring an exceptional level of quality and satisfaction for Cefas throughout the contract duration.

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Q1.6 QUALITY MANAGEMENT



OUR APPROACH TO QUALITY MANAGEMENT

Inbound Hype recognizes the critical importance of maintaining stringent quality management practices to ensure the successful execution of projects. While we currently do not possess ISO 9001 certification, our commitment to the highest level of quality is unquestionable. We are actively engaged in the process of implementing ISO 9001 principles within our organization, and we would like to provide a more detailed explanation of our journey towards achieving this certification.

Steps We've Taken Towards ISO 9001 Certification:

- **Quality Assurance Framework:** We have developed a comprehensive quality assurance framework that closely follows ISO 9001 guidelines. This framework encompasses all phases of project management, from inception to delivery. It involves standardized processes, documentation, and a systematic approach to ensure that quality is embedded into every aspect of our operations.
Example: For each project, we have detailed quality checklists that are meticulously followed. These checklists outline critical milestones and quality criteria, ensuring that every deliverable meets or exceeds client expectations.
- **Process Documentation:** We have rigorously documented our project processes, and these documents serve as the backbone of our quality management system. They cover the initiation, planning, execution, monitoring, and closure phases of each project. Our project documentation provides clear and structured guidance for our teams.
Example: As part of our project initiation process, we create a Project Quality Plan (PQP) that defines the quality standards, roles, responsibilities, and quality metrics for the project. This document becomes a reference point for our teams throughout the project lifecycle.
- **Performance Metrics:** Key Performance Indicators (KPIs) have been meticulously defined and integrated into our project processes. These metrics are essential for evaluating project quality and effectiveness. We monitor these KPIs in real-time to ensure that we meet project objectives and client expectations.
Example: One of our key metrics is "On-Time Delivery." We track and analyze the percentage of projects delivered on or ahead of schedule. If any deviation occurs, we immediately take corrective actions to mitigate delays.
- **Client Feedback:** We actively seek and incorporate client feedback into our project processes. Every project undergoes a post-project review to capture feedback on quality, communication, and client satisfaction. This iterative feedback loop is pivotal in enhancing our service quality.
Example: After the completion of a project, we conduct structured surveys with clients to gather their feedback on project quality. This feedback drives our continual process improvement efforts.

- **Continuous Improvement Culture:** Inbound Hype fosters a culture of continuous improvement. Our team members are encouraged to identify areas for enhancing our quality management system and project processes. We hold regular quality improvement meetings to discuss lessons learned and implement best practices.

Example: In one of our recent projects, a team member suggested an improvement to our quality assurance checklist. This change significantly enhanced the accuracy and completeness of our project deliverables.

While we are working diligently towards ISO 9001 certification, our commitment to maintaining and improving quality is unwavering. We believe that our comprehensive quality management practices, process documentation, performance metrics, client feedback integration, and a culture of continuous improvement reflect our dedication to excellence. Our goal is to consistently deliver projects that align with industry best practices and quality management principles, ultimately benefiting our clients.

Alternative Certifications

When it comes to ISO 9001, Inbound Hype is CPD Certified. The CPD Certification Service was established in the UK in 1996, and is the world's leading and largest independent CPD accreditation institution operating across all industry sectors. The CPD Certification Service provides support, advice and recognised CPD accreditation for the Continuing Professional Development obligations and policies of professional bodies and academic institutes.

Do note that this is by no means a full ISO 9001 certification. It's just a good alternative, especially since the certification comes with a free course that provides a comprehensive guide to the latest ISO 9001:2015 standard. To begin, the course discusses the history of ISO 9001 revisions as well as clarifies and describes common misconceptions about this revision. We learn about the Process Approach and Risk-Based Thinking as well as each phase of the Plan, Do, Check, and Act Cycle. We are also shown how to recognize the importance of managing organizational knowledge and how it can be preserved.

Furthermore, we learn how companies check their management system through internal audits and why top management should be involved in Management System through management reviews. We also get the chance to compare what has changed from the previous version (ISO 9001:2008) to the new version (ISO 9001:2015) regarding management reviews. And finally, we get to understand the complex quality management principles used in the standard with the help of simple examples and easy to use applications.

We had the certification renewed before applying to this tender (see below).



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Q2.1 SUSTAINABILITY



OUR COMMITMENT TO SUSTAINABILITY

Inbound Hype recognizes the critical importance of sustainability and environmental responsibility. We actively support various environmental initiatives to minimize our environmental footprint. Our commitment to sustainability aligns with the objectives of Cefas and the broader environmental goals outlined in the tender.

Here's an overview of our sustainability practices:

- **Recycling Initiatives:** We have implemented a comprehensive recycling program in our workplace. We recycle paper, plastics, glass, and other materials to reduce waste and minimize our impact on the environment. We also encourage our team members to reduce, reuse, and recycle in their daily practices.
- **Reducing Single-Use Plastics:** We are dedicated to reducing the use of single-use plastics within our organization. In our office and during project activities, we actively seek alternatives to single-use plastics. This includes replacing disposable items with reusable and sustainable alternatives made using paper, glass and metal.
- **Sustainable Procurement:** We prioritize the procurement of eco-friendly and sustainable products and materials whenever possible. This includes selecting suppliers who share our commitment to sustainability and providing environmentally responsible products and services.
- **Energy Efficiency:** Inbound Hype is conscious of energy consumption and works to minimize energy waste in our office spaces. We utilize energy-efficient lighting and appliances, and we encourage team members to turn off devices when not in use.
- **Carbon Offsetting:** We are exploring carbon offsetting initiatives to mitigate the carbon footprint of our operations. This involves contributing to projects that reduce greenhouse gas emissions and support environmental conservation.
- **Environmental Awareness:** Inbound Hype conducts regular training and awareness programs for our team members to educate them about environmental issues and best practices for sustainability. This includes staying informed about environmental regulations and participating in relevant training programs.
- **Remote Work Practices:** In our efforts to reduce the carbon footprint associated with commuting, we encourage remote work options for our team members whenever feasible. This not only reduces greenhouse gas emissions but also contributes to a healthier work-life balance for our staff.
- **Sustainability Reporting:** We are committed to transparent reporting of our sustainability efforts. We maintain records of our recycling, waste reduction, and energy-saving initiatives. Periodic reports are generated to assess our progress and identify areas for further improvement.

As previously stated in the section on "Carbon Offsetting", we frequently contribute to global environmental projects in the form of donations.

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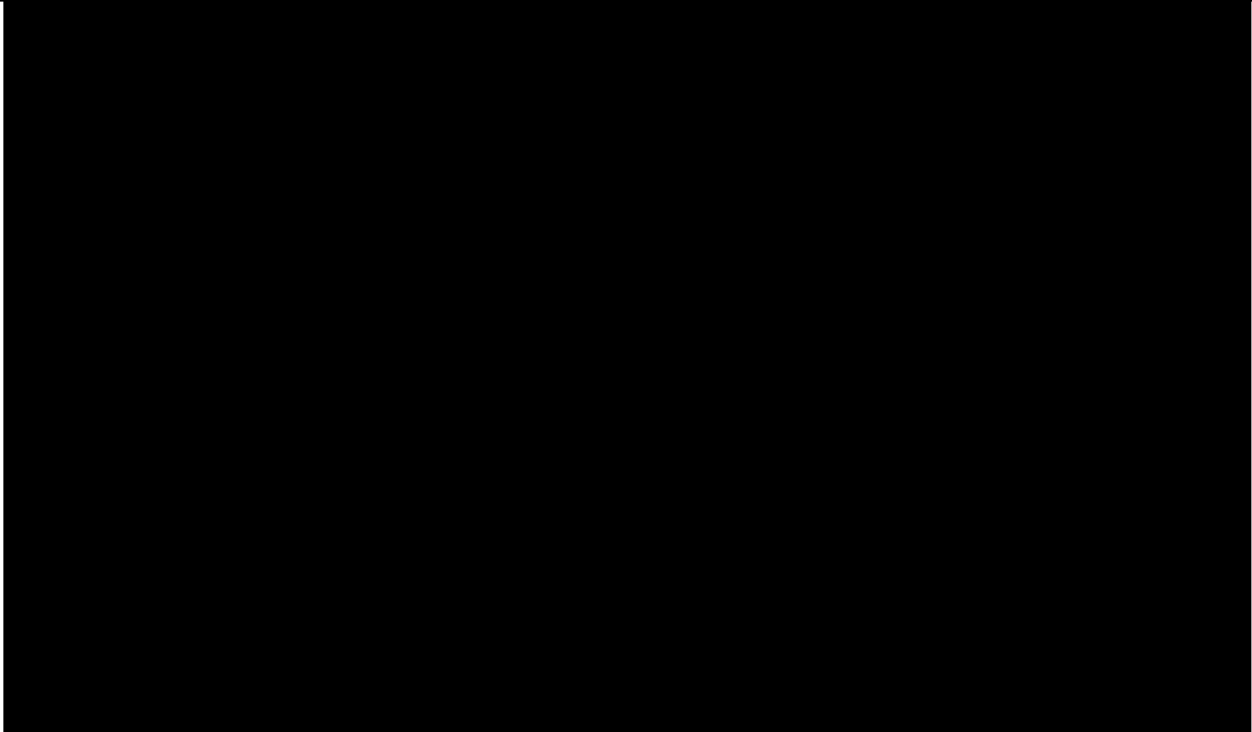
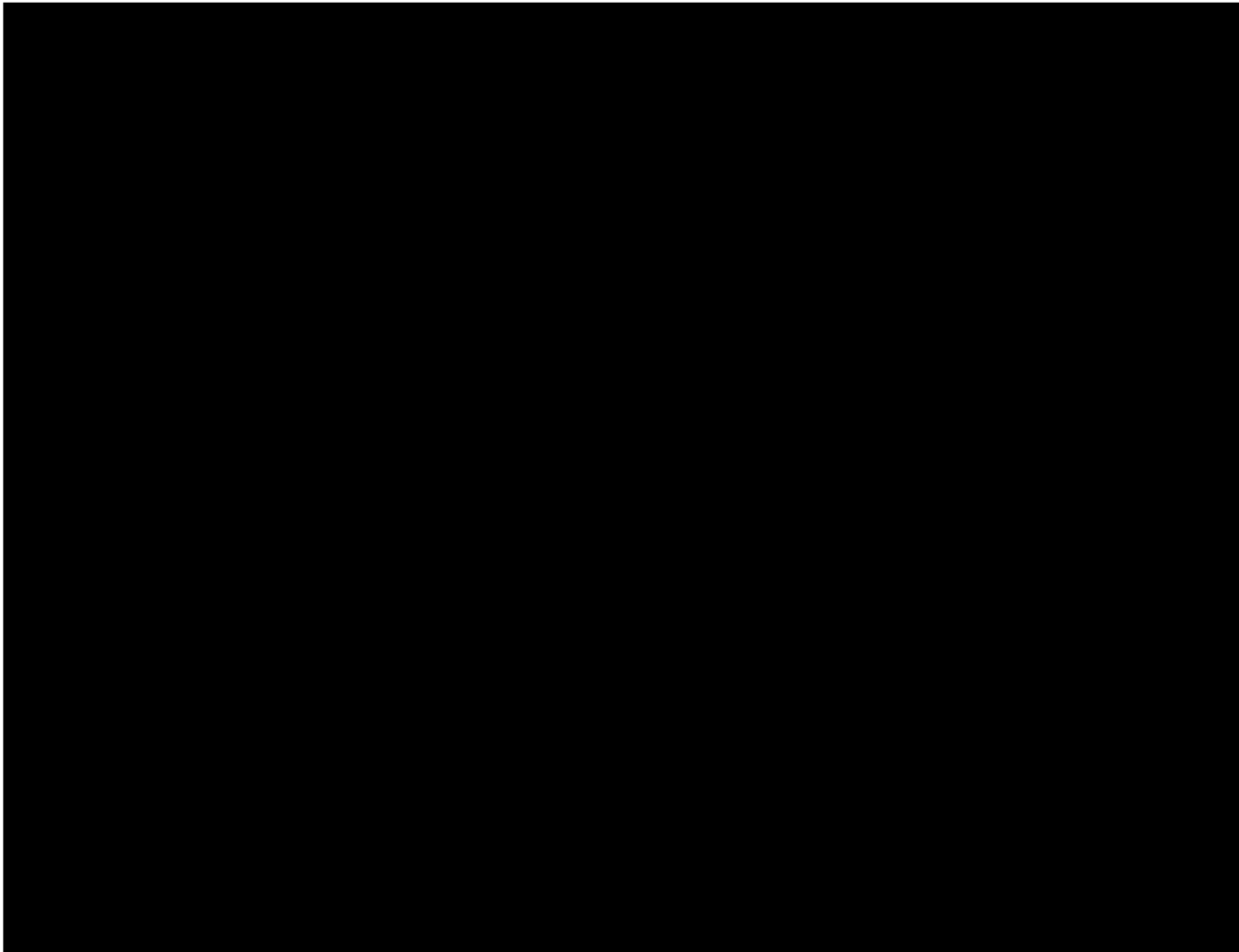
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To conclude, we understand the importance of protecting the environment, especially our oceans. Our dedication to sustainability is integrated into our organizational culture, and we continually seek ways to improve our environmental responsibility. We believe that our commitment to sustainability supports the broader environmental objectives of the Cefas project, particularly in promoting environmental conservation.

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Q2.2 ENVIRONMENTAL MANAGEMENT



OUR APPROACH TO ENVIRONMENTAL MANAGEMENT

Inbound Hype is deeply committed to environmental management and recognizes the paramount importance of minimizing our environmental footprint. While we do not possess ISO 14001 certification, we have established a robust framework that aligns with ISO 14001 principles, demonstrating our unwavering dedication to environmental responsibility.

Here is a more detailed description of our approach:

- **Environmental Policy:** We have crafted a comprehensive environmental policy that serves as the guiding beacon for our commitment to environmental management. This policy outlines our unwavering dedication to minimizing our environmental impact and promotes a culture of responsibility throughout our organization.
- **Environmental Impact Assessment:** We conduct systematic environmental impact assessments, considering the entire lifecycle of our operations and projects. These assessments include meticulous evaluations of resource usage, energy consumption, waste generation, and carbon emissions. Our findings inform our environmental management efforts and provide a roadmap for sustainable practices.
- **Sustainable Practices:** Inbound Hype actively implements a series of sustainable practices within our organization. This includes the reduction of energy consumption through the use of energy-efficient appliances and lighting. We also focus on minimizing waste by promoting recycling and waste reduction strategies. Additionally, we prioritize the use of environmentally friendly materials in our projects, fostering a culture of responsibility.
- **Stakeholder Engagement:** Environmental responsibility is a collective endeavor, and we actively engage our team members, clients, and partners in this journey. We raise awareness about environmental issues and promote the importance of sustainable practices. By encouraging everyone involved in our projects to adopt environmentally responsible behaviors, we create a multiplier effect for positive environmental impact.
- **Continuous Improvement:** Inbound Hype's commitment to environmental management is underpinned by a dedication to continuous improvement. We continuously review our processes and operations, setting specific goals for waste reduction, resource efficiency, and energy conservation. These ongoing assessments enable us to identify areas for enhancement and drive positive change.
- **Regulatory Compliance:** Adherence to environmental regulations and standards is a cornerstone of our environmental management efforts. Inbound Hype is meticulous in ensuring that our operations comply with relevant environmental laws and regulations. Our teams stay informed about evolving environmental legislation to maintain compliance and mitigate potential environmental impacts.
- **Supplier Engagement:** We actively engage with suppliers who share our commitment to environmental responsibility. When selecting suppliers, we prioritize those who provide eco-

friendly products and services and adhere to sustainable practices. This partnership with like-minded suppliers is essential in our quest for environmental sustainability.

- **Transparency and Reporting:** While we do not possess ISO 14001 certification, we maintain transparent and detailed records of our environmental management efforts. These records include detailed assessments, initiatives, and progress reports. Our goal is to provide complete visibility into our environmental practices to our clients and stakeholders, fostering trust and accountability.

Alternative Certifications

When it comes to ISO 14001, Inbound Hype is CPD Certified. The CPD Certification Service was established in the UK in 1996, and is the world's leading and largest independent CPD accreditation institution operating across all industry sectors. The CPD Certification Service provides support, advice and recognised CPD accreditation for the Continuing Professional Development obligations and policies of professional bodies and academic institutes.

Do note that this is by no means a full ISO 14001 certification. It's just a good alternative, especially since the certification comes with a free course that provides insights into why ISO took the initiative to publish the ISO 14001 EMS standard; the potential benefits that it can deliver to organizations; how the standard works; why the PDCA approach is valid, and more. Moreover, this course includes activities to help learners understand and remember concepts and practices relating to environmental management systems, and it focuses on internal auditing and management reviews.

We had the certification renewed before applying to this tender (see below).



In conclusion, Inbound Hype's approach to environmental management is an integral part of our organizational culture. Our commitment to minimizing our environmental impact is unwavering, and we continually seek ways to improve our environmental responsibility. We believe that our dedication to environmental management resonates with the objectives of the Cefas project, particularly in promoting responsible environmental practices and marine conservation.

SCHEDULE 2 - PRICING

Goods or Services Required	Unit	Qty	Total Cost (ex VAT)	VAT (if applicable)
As per Specification of Requirements (APPENDIX 4) – Part 4.1 Nationwide Climate Change Awareness Campaign (1) Media Design and Creation	Fixed Cost	1		£
As per Specification of Requirements (APPENDIX 4) – Part 4.1 Nationwide Climate Change Awareness Campaign (1) Media Distribution Budget	Fixed Cost	1		£
As per Specification of Requirements (APPENDIX 4) – Part 4.1 Nationwide Climate Change Awareness Campaign (1) Media Distribution Fee (15%)	Fixed Cost	1		£
As per Specification of Requirements (APPENDIX 4) – Part 4.2 Single-use Plastic Ban Campaign (2) Media Design and Creation	Fixed Cost	1		£
As per Specification of Requirements (APPENDIX 4) – Part 4.2 Single-use Plastic Ban Campaign (2) Media Distribution Budget	Fixed Cost	1		£
As per Specification of Requirements (APPENDIX 4) – Part 4.2 Single-use Plastic Ban Campaign (2) Media Distribution Fee (15%)	Fixed Cost	1		£
Total Cost:				£ 339,500

Payment Schedule:

Deliverable	Payment Date	
1. Production of concept note for both parts (1) and (2)	1 December 2023	
2. Production and distribution of agreed media materials for part (2) Single-use Plastic Ban Campaign	1 April 2024	
3. Production of agreed media materials for Part (1)	1 June 2024	
4. Completion of all final deliverables (4, 5 & 6) for Part (2)		
5. Distribution of media materials for Part (1)	1 August 2024	
6. Completion of all final deliverables (4, 5 & 6) for Part (1)	30 September 2024	

SCHEDULE 3 - CHANGE CONTROL

Contract Change Note (“CCN”)

CCN: Contract Reference Number & Title Variation Title Number of Pages	
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WHEREAS the Contractor and the Authority entered into a Contract for the supply of [project name] dated [dd/mm/yyyy] (the "Original Contract") and now wish to amend the Original Contract

IT IS AGREED as follows

1. The Original Contract shall be amended as set out in this CCN:

Change Requestor / Originator:	
Summary of Change:	
Reason for Change:	
Revised Contract Price:	Original Contract Value £
	Previous Contract Changes £
	Contract Change Note [x] £
	New Contract Value £
Revised Payment Schedule:	
Revised Specification (See Annexe [x] for Details):	
Revised Contract Period:	
Change in Contract Manager(s):	
Other Changes:	

2. Save as amended in the CCN all other terms of the Original Contract remain effective.
3. The CCN takes effect from the date on which both Parties confirm acceptance of its terms.

SCHEDULE 4 - COMMERCIALY SENSITIVE INFORMATION

[insert commercially sensitive information as appropriate and if known the dates that the information will remain commercially sensitive]

- 1.1 Without prejudice to the Authority's general obligation of confidentiality, the Parties acknowledge that the Authority may have to disclose Information in or relating to the Contract following a Request for Information pursuant to clause E5 (Freedom of Information).
- 1.2 In this Schedule the Parties have sought to identify the Contractor's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be contrary to the public interest.
- 1.3 Where possible the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies.
- 1.4 Without prejudice to the Authority's obligation to disclose Information in accordance with the FOIA and the EIR, the Authority will, acting reasonably but in its sole discretion, seek to apply the commercial interests exemption set out in s.43 of the FOIA to the Information listed below.

CONTRACTOR'S COMMERCIALY SENSITIVE INFORMATION	DATE	DURATION OF CONFIDENTIALITY

SCHEDULE 5 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

NOT USED

SCHEDULE 6 - NON DISCLOSURE AGREEMENT

THIS NON DISCLOSURE AGREEMENT is made the [insert day] day of [insert date] (the "Commencement Date"

BETWEEN:

[Insert full name of contractor] of [insert full address but if registered company please insert the following - (registered in England and Wales under number [insert company number]) whose registered office is situated at [] (the "Contractor");

and

[Insert name and address of the Staff member, professional advisor or consultant of the Contractor] (the "Disclosee").

(each a "Party" and together the "Parties").

WHEREAS:

- (a) The Contractor has contracted with the Secretary of State for Environment, Food and Rural Affairs (the "Authority") to provide goods and/or services to the Authority in an agreement dated [insert date] (the "Contract").
- (b) The Contract places an obligation of confidentiality on the Contractor. The Disclosee is an [insert employee, professional advisor or consultant] of the Contractor engaged in the provision of certain goods and/or services to the Authority in support of or in connection with the goods and/or services to be provided by the Contractor under the Contract.
- (c) The Disclosee may therefore, have communicated to it, certain Confidential Information belonging to the Authority which is proprietary and must be held in confidence. Accordingly, the Contract requires the Contractor to ensure that the Disclosee enters into a non-disclosure agreement with the Contractor on the terms set out herein.
- (d) Any Confidential Information disclosed by the Authority or the Contractor to the Disclosee, whether contained in original or copy documents, will at all times remain the property of the Authority together with all notes, memoranda and drawings that have been made as a result of access to such Confidential Information.

NOW IT IS AGREED as follows:

Definition and Interpretation

1. In this Agreement:

- a) "Confidential Information" means: any information which has been designated as confidential by the Authority in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) whether commercial, financial, technical or otherwise including (without limitation) information belonging to or in respect of the Authority which relates to research, development, trade secrets, formulae, processes, designs, specifications, the Authority data, internal management, information technology and infrastructure and requirements, price lists and lists of, and information about, customers and employees, all materials and information belonging to third parties in respect of which the Disclosee owes obligations of confidence; information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, intellectual property

rights or know-how of the Authority and all personal data within the meaning of the General Data Protection Regulation (Regulation (EU) 2016/679); whether or not that information is marked or designated as confidential or proprietary; whether arising prior to, on or after the Commencement Date;

b) “Law” means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body of which the Contractor is bound to comply.

2. In construing this Agreement the general words introduced or followed by the word include(s) or including or in particular shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
3. Unless the context requires otherwise, the singular shall include the plural and vice versa, and the masculine shall include the feminine and vice versa.
4. Reference to any legislative and statutory requirement or similar instrument shall be deemed to include reference to any subsequent amendment to them.
5. References to any person shall, as the context may require, be construed as a reference to any individual, firm, company, corporation, government department, agency, or any association or partnership (whether or not having a separate legal personality).

CONFIDENTIALITY

6. The Disclosee undertakes to: keep confidential all Confidential Information and safeguard it accordingly; and that any Confidential Information supplied will not be used by it for any purpose other than in connection with the Contractor’s delivery of the goods and/or services under the Contract without the prior written permission of the Authority.
7. The Disclosee will take all necessary precautions to ensure that the Confidential Information is held in confidence and will provide proper and secure storage for all information and any papers, drawings or other materials which relate to or are compiled from such information.
8. The Disclosee shall, with respect to any Confidential Information it receives directly from or on behalf of the Authority or from the Contractor, comply, with all instructions and/or guidelines produced and supplied by or on behalf of the Authority from time to time for the handling and storage of Confidential Information, generally or for specific items.
9. The Disclosee will not disclose any Confidential Information or any part thereof to any third party.
10. Where the Disclosee is an employee, breach of the obligations set out herein in this Agreement shall be a cause of disciplinary proceedings, and the Contractor shall institute and enforce such disciplinary proceedings as against the Disclosee in relation to such breach.
11. Where the Disclosee is a professional advisor or consultant, breach of the obligation set out herein shall entitle the Contractor to terminate the contract of engagement with the Disclosee immediately, and the Contractor shall enforce such right of termination as against the Disclosee in relation to such breach.

12. All Confidential Information in tangible form received hereunder together with all copies thereof shall be destroyed or returned immediately to the Contractor or where so required by the Authority and notified to the Disclosee, to the Authority, upon request or upon completion of the task for the purposes of which such Confidential Information was released.
13. The Confidential Information will not be used by the Disclosee for any purpose or in any way other than under this Agreement.
14. The following circumstances shall not constitute a breach of the obligations of confidentiality contained in this Agreement:
 - 14.1 Disclosure of Confidential Information by the Disclosee when required to do so by Law or pursuant to the rules or any order having the force of Law of any court, of competent jurisdiction;
 - 14.2 Disclosure of Confidential Information by the Disclosee where and to the extent that the Confidential Information has, except as a result of breach of confidentiality, become publicly available or generally known to the public at the time of such disclosure;
 - 14.3 Disclosure of Confidential Information by the Disclosee where and to the extent that the Confidential Information is already lawfully in the possession of a recipient or lawfully known to it prior to such disclosure;
 - 14.4 Possession of Confidential Information by the Disclosee where it has been acquired from a third party who is not in breach of any obligation of confidence in providing that Confidential Information;

provided that, in no event shall information relating to the affairs of any identifiable person be disclosed or released from the obligations herein without the prior written consent of the Authority.
15. The Disclosee shall: notify the Contractor and the Authority promptly of the date and circumstances of the loss or unauthorised disclosure, if any, of the Confidential Information or any part of the Confidential Information and in addition, the action being taken to rectify that loss or unauthorised disclosure.
16. The obligations contained in this Agreement shall continue until notified in writing by the Authority or the Confidential Information becomes public knowledge (other than by breach of the terms of this Agreement).
17. No licence of any intellectual property rights (including but not limited to patent rights, copyrights, trademarks and rights in proprietary information and/or know-how and whether registrable or unregistrable) is granted hereby, beyond that necessary to enable use of the Confidential Information for the purpose for which the Confidential Information was released.
18. Nothing in this Agreement shall be construed as compelling any of the Parties to disclose any Confidential Information or to enter into any further contractual relationship with any other party.
19. No representation or warranties are given regarding the accuracy, completeness or freedom from defects of the Confidential Information or with respect to infringement of any rights including intellectual property rights of others.

20. Without affecting any other rights or remedies that the other Parties may have, the Disclosee acknowledges and agrees that damages alone would not be an adequate remedy for any breach of any of the provisions of this Agreement.

GENERAL

21. No failure or delay by any Party to this Agreement in exercising any of its rights hereunder shall operate as a waiver of such rights, nor shall any single or partial exercise preclude any further exercise of such rights. Any waiver by a Party of any breach or non-compliance with any term of this Agreement shall not constitute a waiver of any subsequent breach of non-compliance with the same or any other term of this Agreement.
22. No Party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the Authority.
23. Any notice under this Agreement shall be in writing and shall be delivered by post, fax or e-mail to the address of the Party in question set out at the beginning of this Agreement or such other address (or e-mail address or fax number) as the Parties may notify one another from time to time.
24. No term of this Agreement shall be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement other than the Authority. The Parties shall only with the prior written consent of the Authority be entitled to vary any of the provisions of this Agreement without notifying or seeking the consent of any third party and the rights conferred by section 2 of the Contracts (Rights of Third Parties) Act 1999 are excluded.
25. This Agreement shall be governed by and shall be interpreted in accordance with the laws of England.
26. The courts of England have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and accordingly that any proceedings, suit or action arising out of or in connection therewith shall be brought in such courts.

This Agreement has been entered into on the date first written above.

SIGNED by the authorised signatory for and on behalf of the Contractor:

SIGNED by the Disclosee:

SCHEDULE 7 - CONTRACTOR AND THIRD PARTY SOFTWARE

CONTRACTOR SOFTWARE

For the purposes of this Schedule 7, “**Contractor Software**” means software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services. The Contractor Software comprises the following items:

Software	Supplier (if Affiliate of the Contractor)	Purpose	No. of Licences	Restrictions	No. of copies	Other	To be deposited in escrow?

THIRD PARTY SOFTWARE

For the purposes of this Schedule 7, “**Third Party Software**” means software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Goods and/or Services including the software specified in this Schedule 7. The Third Party Software shall consist of the following items:

Third Party Software	Supplier	Purpose	No. of Licences	Restrictions	No. of copies	Other	To be deposited in escrow?

SCHEDULE 8 - SECURITY REQUIREMENTS, POLICY AND PLAN

INTERPRETATION AND DEFINITION

For the purposes of this Schedule 8, unless the context otherwise requires the following provisions shall have the meanings given to them below:

“Breach of Security” means the occurrence of unauthorised access to or use of the Premises, the Premises, the Services, the Contractor System, or any ICT or data (including Authority Data) used by the Authority or the Contractor in connection with the Contract.

“Contractor Equipment” means the hardware, computer and telecoms devices and equipment supplied by the Contractor or its Sub-Contractor (but not hired, leased or loaned from the Authority) for the provision of the Services;

“Contractor Software” means software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Goods and/or Services and which is specified as such in Schedule 7.

“ICT” means Information Communications Technology and includes a diverse set of technological tools and resources used to communicate, and to create, disseminate, store and manage information, including computers, the Internet, broadcasting technologies (radio and television), and telephony.

“Protectively Marked” shall have the meaning as set out in the Security Policy Framework.

“Security Plan” means the Contractor’s security plan prepared pursuant to paragraph 3 an outline of which is set out in an Appendix to this Schedule 8.

“Software” means Specially Written Software, Contractor Software and Third Party Software.

“Specially Written Software” means any software created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of this Contract.

“Third Party Software” means software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Goods and/or Services including the software and which is specified as such in Schedule 7.

1. INTRODUCTION

This Schedule 8 covers:

- 1.1 principles of security for the Contractor System, derived from the Security Policy Framework, including without limitation principles of physical and information security;
- 1.2 wider aspects of security relating to the Services;
- 1.3 the creation of the Security Plan;
- 1.4 audit and testing of the Security Plan; and
- 1.5 breaches of security.

2. PRINCIPLES OF SECURITY

- 2.1 The Contractor acknowledges that the Authority places great emphasis on confidentiality, integrity and availability of information and consequently on the security of the Premises and the security for the Contractor System. The Contractor also acknowledges the confidentiality of Authority Data.
- 2.2 The Contractor shall be responsible for the security of the Contractor System and shall at all times provide a level of security which:
 - 2.2.1 is in accordance with Good Industry Practice and Law;
 - 2.2.2 complies with Security Policy Framework; and
 - 2.2.3 meets any specific security threats to the Contractor System.
- 2.3 Without limiting paragraph 2.2, the Contractor shall at all times ensure that the level of security employed in the provision of the Services is appropriate to maintain the following at acceptable risk levels (to be defined by the Authority):
 - 2.3.1 loss of integrity of Authority Data;
 - 2.3.2 loss of confidentiality of Authority Data;
 - 2.3.3 unauthorised access to, use of, or interference with Authority Data by any person or organisation;
 - 2.3.4 unauthorised access to network elements, buildings, the Premises, and tools used by the Contractor in the provision of the Services;
 - 2.3.5 use of the Contractor System or Services by any third party in order to gain unauthorised access to any computer resource or Authority Data; and
 - 2.3.6 loss of availability of Authority Data due to any failure or compromise of the Services.

3. SECURITY PLAN

- 3.1 The Contractor shall develop, implement and maintain a Security Plan to apply during the Contract Period (and after the end of the term as applicable) which will be approved by the Authority, tested, periodically updated and audited in accordance with this Schedule 8.
- 3.2 A draft Security Plan provided by the Contractor as part of its bid is set out herein.
- 3.3 Prior to the Commencement Date the Contractor will deliver to the Authority for approval the final Security Plan which will be based on the draft Security Plan set out herein.
- 3.4 If the Security Plan is approved by the Authority it will be adopted immediately. If the Security Plan is not approved by the Authority the Contractor shall amend it within 10 Working Days of a notice of non-approval from the Authority and re-submit to the Authority for approval. The Parties will use all reasonable endeavors to ensure that the approval process takes as little time as possible and in any event no longer than 15 Working Days (or such other period as the Parties may agree in writing) from the date of its first submission to the Authority. If the Authority does not approve the Security Plan following its resubmission, the matter will be resolved in accordance with clause I2 (Dispute Resolution). No approval to be given by the Authority pursuant to this paragraph 3.4 may be

unreasonably withheld or delayed. However any failure to approve the Security Plan on the grounds that it does not comply with the requirements set out in paragraphs 3.1 to 3.4 shall be deemed to be reasonable.

- 3.5 The Security Plan will set out the security measures to be implemented and maintained by the Contractor in relation to all aspects of the Services and all processes associated with the delivery of the Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with:
- 3.5.1 the provisions of this Schedule 8;
 - 3.5.2 the provisions of Schedule 1 relating to security;
 - 3.5.3 the Information Assurance Standards;
 - 3.5.4 the data protection compliance guidance produced by the Authority;
 - 3.5.5 the minimum set of security measures and standards required where the system will be handling Protectively Marked or sensitive information, as determined by the Security Policy Framework;
 - 3.5.6 any other extant national information security requirements and guidance, as provided by the Authority's IT security officers; and
 - 3.5.7 appropriate ICT standards for technical countermeasures which are included in the Contractor System.
- 3.6 The references to Quality Standards, guidance and policies set out in this Schedule shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such Quality Standards, guidance and policies, from time to time.
- 3.7 If there is any inconsistency in the provisions of the above standards, guidance and policies, the Contractor should notify the Authorised Representative of such inconsistency immediately upon becoming aware of the same, and the Authorised Representative shall, as soon as practicable, advise the Contractor which provision the Contractor shall be required to comply with.
- 3.8 The Security Plan will be structured in accordance with ISO/IEC27002 and ISO/IEC27001 or other equivalent policy or procedure, cross-referencing if necessary to other schedules of the Contract which cover specific areas included within that standard.
- 3.9 The Security Plan shall not reference any other documents which are not either in the possession of the Authority or otherwise specified in this Schedule 8.

4. AMENDMENT AND REVISION

- 4.1 The Security Plan will be fully reviewed and updated by the Contractor annually or from time to time to reflect:
- 4.1.1 emerging changes in Good Industry Practice;
 - 4.1.2 any change or proposed change to the Contractor System, the Services and/or associated processes;
 - 4.1.3 any new perceived or changed threats to the Contractor System;

4.1.4 changes to security policies introduced Government-wide or by the Authority; and/or

4.1.5 a reasonable request by the Authority.

4.2 The Contractor will provide the Authority with the results of such reviews as soon as reasonably practicable after their completion and amend the Security Plan at no additional cost to the Authority.

4.3 Any change or amendment which the Contractor proposes to make to the Security Plan (as a result of an Authority request or change to Schedule 1 or otherwise) shall be subject to a CCN and shall not be implemented until Approved.

5. AUDIT AND TESTING

5.1 The Contractor shall conduct tests of the processes and countermeasures contained in the Security Plan ("Security Tests") on an annual basis or as otherwise agreed by the Parties. The date, timing, content and conduct of such Security Tests shall be agreed in advance with the Authority.

5.2 The Authority shall be entitled to send a representative to witness the conduct of the Security Tests. The Contractor shall provide the Authority with the results of such tests (in an Approved form) as soon as practicable after completion of each Security Test.

5.3 Without prejudice to any other right of audit or access granted to the Authority pursuant to the Contract, the Authority shall be entitled at any time and without giving notice to the Contractor to carry out such tests (including penetration tests) as it may deem necessary in relation to the Security Plan and the Contractor's compliance with and implementation of the Security Plan. The Authority may notify the Contractor of the results of such tests after completion of each such test. Security Tests shall be designed and implemented so as to minimise the impact on the delivery of the Services.

5.4 Where any Security Test carried out pursuant to paragraphs 5.2 or 5.3 reveals any actual or potential security failure or weaknesses, the Contractor shall promptly notify the Authority of any changes to the Security Plan (and the implementation thereof) which the Contractor proposes to make in order to correct such failure or weakness. Subject to Approval in accordance with paragraph 4.3, the Contractor shall implement such changes to the Security Plan in accordance with the timetable agreed with the Authority or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the Security Plan to address a non-compliance with the Security Policy Framework or security requirements, the change to the Security Plan shall be at no additional cost to the Authority. For the purposes of this paragraph, a weakness means a vulnerability in security and a potential security failure means a possible breach of the Security Plan or security requirements.

6. BREACH OF SECURITY

6.1 Either Party shall notify the other immediately upon becoming aware of any Breach of Security including, but not limited to an actual, potential or attempted breach, or threat to, the Security Plan.

6.2 Upon becoming aware of any of the circumstances referred to in paragraph 6.1, the Contractor shall immediately take all reasonable steps necessary to:

6.2.1 remedy such breach or protect the Contractor System against any such potential or attempted breach or threat; and

6.2.2 prevent an equivalent breach in the future.

6.3 Such steps shall include any action or changes reasonably required by the Authority. If such action is taken in response to a breach that is determined by the Authority acting reasonably not to be covered by the obligations of the Contractor under the Contract, then the Contractor shall be entitled to refer the matter to the CCN procedure set out in Schedule 3.

6.4 The Contractor shall as soon as reasonably practicable provide to the Authority full details (using such reporting mechanism as may be specified by the Authority from time to time) of such actual, potential or attempted breach and of the steps taken in respect thereof.

APPENDIX 1- OUTLINE SECURITY PLAN

APPENDIX 2 - SECURITY POLICY: SECURITY POLICY FRAMEWORK

A copy of the Security Policy Framework may be found at:

<https://www.gov.uk/government/publications/security-policy-framework>