

****SUBJECT TO RECEIPT OF VALID CLIENT PURCHASE ORDER ******Work Order**

This document is a Work Order according to the definitions contained within the provisions of the Services Delivery Agreement (SDA) dated **13th DECEMBER 2021**, between **BLOOM PROCUREMENT SERVICES LTD** and **REDHOUSE T/A DEFINITION GROUP LIMITED**.

Except where stated herein, all the clauses and conditions specified in the said supplier terms are included herein by reference and form part of this Work Order.

For the avoidance of doubt, the Bloom Standard Terms & Conditions (only where applicable), the SDA and this Work Order constitute the contract between Bloom and the SPS Provider and are hereinafter referred to collectively as the Supplier Terms.

We are delighted to advise that **BLOOM PROCUREMENT SERVICES LTD** have been authorised to obtain the following services on behalf of the Authority.

Project Number:	Project_6816 Contract_15864
Project Name:	NEPRO3 - UKEF1367 - Annual Reports & Accounts - Creative Agency
SPS Provider:	Redhouse t/a Definition Group Limited
For the Attention of:	
E-mail:	
Telephone Number:	
Address:	One Park Row Leeds UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND LS1 5HN

Description of Specialist Professional Services / deliverables required:

Redhouse t/a Definition Group Limited (Definition) have been appointed by Bloom Procurement Services Ltd on behalf of UK Export Finance (UKEF) to deliver the next Annual Report & Accounts (ARA).

Scope of the Contract



The objectives of the ARA are as follows:

- Highlight UKEF’s results, illustrating the department’s value to the wider UK economy, exporters of all sizes (especially SMEs) and the taxpayer. Also highlighting UKEF’s role within the wider government agenda and priorities.
- Showcase UKEF’s growing suite of support on offer to bridge UK businesses to overseas opportunities, particularly sustainable projects, as more sectors decarbonise their operations and seize green growth prospects.

Detailed Requirements

UKEF is seeking the Definition’s expertise to design and develop an Annual Report and Accounts (ARA) and its associated Performance Highlights report that meets UKEF’s statutory requirements, aligns with UKEF’s Brand Guidelines, and is delivered by June 2025.

Functional Deliverables

- Internally approved digital version of the ARA and Performance Highlights report.
- Printed version of the ARA.
- Digital assets (extracts from the ARA) provided by June 2025.
- Delivery plan with project specific milestones aligned to UKEF governance meeting dates
- Clear agreement on deliverables, timelines, roles, and responsibilities at contract outset.

Mandatory Requirements

- Sourcing imagery, primarily stock images, with flexibility to commission photographers for specific requests as needed.
- Comprehensive proofreading of the entire report (up to two full proofreads).
- Support drafting up to four key chapters of the report: (Chair’s Statement, Ministerial Report, CEO Report, and Our Impact section). Initial drafts will be developed by Definition in collaboration with UKEF content leads to finalise.
- Drafting Alt text and HTML version of the report.
- Accessibility compliance verified through UKEF Quality Assurance
- Weekly KIT calls to track progress against agreed delivery plans.
- Implementation of an agreed version control system to facilitate content sharing between UKEF and Definition.
- Flexibility to accommodate tight deadlines, including occasional out-of-hours approvals and last-minute design edits.

Flexible Requirement

- Project Management Support, 1 x FTE Account Manager between 1st January – 30 June 2025 to oversee the ARA production process, manage commissioned work, and carry out associated tasks. It is possible this requirement may be extended a further 12 months, if the work is required. If this extension is required, it will be implemented via the Bloom Change Control Procedure

Service Levels and Key Performance Indicators (KPIs)

	Service Description	Service Level	Measurement of Service Level
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A	Delivery Timeliness.	All Deliverables to be completed as per agreed milestones and deadlines.	<ul style="list-style-type: none"> Approval of delivery plan by 31st Jan 2025. Final ARA and assets delivered by 30th June 2025.
B	Quality of Deliverables.	Deliverables comply with UKEF brand guidelines and accessibility standards.	<ul style="list-style-type: none"> No more than 1 review and resubmission required before approval.
C	Collaboration and Communication.	Effective coordination, including weekly KIT calls and use of agreed version control systems	<ul style="list-style-type: none"> 100% attendance of KIT Calls.
E	Responsiveness.	Timely responses to UKEF queries and feedback	<ul style="list-style-type: none"> Responses provided within 1 business day for 95% of queries or feedback.

Contract Management (Measuring Success and Review)

Weekly Progress/Schedule/Budget updates via KIT calls from January-June (26 weeks).

Contract Management arrangements will be carried out in line with the Services Supply Agreement (SSA) by submitting a Supplier Payment Request (SPR).

Special Licences, Consents, Conditions Required as Part of the Deliverables?	N/A
Specialist Professional Services Category (Primary)	Marketing, Media and Communications
Specialist Professional Services Category (Secondary)	Creativity
Commencement Date	06/01/2025
Completion Date	05/01/2026
Total Price Payable All prices to include the 5% Delivery Partner's Managed Services Fee excluding VAT. Expenses are exempt of the 5% Delivery Partner's Managed Services Fee. Payment terms are in accordance with the SPS Contract	Total: £59,660.00
Purchase Order No	PO: TBC
Details of Agreed Expenses	N/A



Agreed Payment Schedule (Milestone schedules to be detailed below)	Payment (Milestones)	X	Detail Milestones – In accordance with Payment Schedule
	Payment in full option		
	Other		
Insurance Cover Required (To be amended in accordance with project requirements or if Enhanced or C&E SDA provisions applicable)	Amount (£)		
	Public Liability	£10,000,000.00	
	Employers Liability	£5,000,000.00	
	Professional Indemnity	£2,000,000.00	
Any Further Specific Requirements	<u>Data Protection</u>		
	The SPS Provider understands that in relation to the Data Protection Legislation it is a Data Sub-Processor on behalf of Bloom and Bloom is a Data Processor on behalf of the Relevant Authority in respect of any Personal Data that is passed from the Relevant Authority to Bloom and from Bloom to the SPS Provider		
	The attached Data Protection Schedule Annex 1 and where appropriate Annex 2 shall be completed in respect of this project.		
	Delivery Partner Responsibilities		
	For the avoidance of doubt the Delivery Partner’s role, duties and responsibilities are expressly set out in the Supplier Terms and no other implied role, duty or responsibility, shall be applied to the Delivery Partner.		



Invoicing procedure

The SPS Provider shall complete and submit a Payment Request/Highlight Report via the Technology Platform. This will initiate the Self-Billing Process once approved by the Authority or requirement owner.

Milestone reporting and Payment (Subject to agreed Payment Request/Highlight Report)

Payment Schedule

Description		Deliverables	Planned Payment Request Submission Date	Total Price
1.1	Payment Schedule 1 – Milestone 1 – Project_6816 – PO: TBC - NEPRO3 - UKEF1367 - Annual Reports & Accounts - Creative Agency	On delivery of concepts	28/02/2025	£7,180.00
1.2	Payment Schedule 2 – Milestone 2 – Project_6816 – PO: TBC - NEPRO3 - UKEF1367 - Annual Reports & Accounts - Creative Agency	On delivery of first layouts	31/03/2025	£26,380.00
1.3	Payment Schedule 3 – Milestone 3 – Project_6816 – PO: TBC - NEPRO3 - UKEF1367 - Annual Reports & Accounts - Creative Agency	On delivery of final artwork	05/01/2026	£26,100.00
Total:				£59,660.00

Total Price	Commencement Date	Currency
£59,660.00	06/01/2025	Pounds Sterling

Acknowledgment re supervision and control of SPS Provider personnel

By signing this Work Order and agreeing to the Supplier Terms, the SPS Provider confirms for the duration of the Services provided (subject to the contractual terms governing the Services to be provided):

1. The SPS Provider shall procure that its personnel do not act or operate in a manner which **could be perceived in such a way as to infer that the SPS Provider's personnel are employees of the Authority.**
2. The SPS Provider shall always ensure that the Authority shall not supervise or control the work **being carried out by the SPS Provider's personnel.**
3. The SPS Provider is free to determine the personnel it uses to provide the services provided that all personnel meet the standards specified by the Authority (including security clearances where applicable).
4. The SPS Provider shall not assume any line management responsibility for any of the **Authority's employees.**
5. The SPS Provider shall use their own equipment to deliver the Services, except where the provision of equipment by the Authority is necessary for security purposes.
6. The SPS Provider shall determine their own place and hours of work, except where the nature of the project naturally enforces restriction e.g. attending project meetings at client site during business hours.

If at any time, the SPS Provider fails to comply with the above terms, this shall amount to a material breach of the Work Order which is not capable of remedy for the purposes of the termination clause of the SDA and this Work Order will be terminated with immediate effect. If the SPS Provider breaches these provisions it may be liable for the payment of income tax or national insurance contributions.

ANNEX 1 – to record permitted project specific processing of personal data.

1. The Contractor shall comply with any further written instructions with respect to processing by the Data Controller.
2. Any such further instructions shall be incorporated into this Schedule and this Schedule may be amended at any time during the Term by agreement in writing between the Data Controller and the Contractor to ensure that the description and detail set out in this Schedule with regard to the processing of personal data reflects the arrangements between the Parties, is accurate and is compliant against the Data Protection Legislation.

No	Description	Details
1	Subject Matter of the Processing.	The processing of personal data in relation to the obligations of the SPS Provider as the supplier under the contract for Specialist Professional Services.
2	Duration of the Processing.	<p>The data will be provided for the duration of the Project covering for the provision of specialist professional services.</p> <p>The contract expires on the project end date at which time the information will be reviewed.</p>
3	Nature and Purposes of the Processing.	<p>The nature of the processing includes the collection, recording, organisation storage, retrieval, use, disclosure by transmission, dissemination or otherwise making available, erasure or destruction of data (whether by automated means).</p> <p>The purpose of the processing is the fulfillment of the SPS Providers obligations arising under the Work Order for the provision of specialist professional services and to ensure effective communication between the SPS Provider and the Authority.</p>
4	Type of Personal Data.	<p>For the purposes of the contract, the Authority will disclose the following information directly to the SPS Provider:</p> <p>Contact details for individuals concerned with the management of the Work Order.</p> <p>Contact details for individuals concerned with specific projects under the Work Order.</p> <p>(Name, email address, postal address, telephone number.</p>
5	Categories of Data Subject.	Contact details relating to the Authorities staff (including temporary or agency staff) concerned with the Work Order.



6	Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data.	The SPS Provider agrees that all data supplied will be retained no longer that is necessary after the expiry or termination of the Work Order and shall be destroyed as soon as practicable.
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ANNEX 2

- 1. This Annex lists the sub-processors that the Data Controller has authorised the Contractor to use in accordance with the Supplier Terms.
- 2. The Data Controller may, at any time and upon such notice as is reasonable in the circumstances, withdraw its approval in relation to any or all sub-processors listed within this Annex and upon such withdrawal the Contractor must immediately cease using that sub-processor.
- 3. If the Contractor wishes to propose a new sub-processor for approval, it must provide written notice to the Data Controller detailing the identity of the proposed sub-processor, the nature of the sub-processing and confirmation that a written contract in relation to the sub-processing is in place between the Contractor and the sub-processor. The Data Controller must not unreasonably refuse or delay approval.
- 4. The Data Controller may at any time and upon reasonable notice request copies of the contracts between the Contractor and its approved sub –processors in relation to the sub-processing.

Sub-contractor details: (name, address and company registration number)	Nature of sub-processing:	Commencement date and term of contract between Contractor and Sub-processor:
N/A	N/A	N/A

Signature Area:

Signature Area

Organisation Name:
Bloom

Role/Title:
Head of Quality & Compliance

Name:
[Redacted]

Signature: [Redacted]

Organisation Name:
Redhouse t/a Definition Group Limited

Role/Title:
Supplier

Name:
[Redacted]

Signature: [Redacted]