**RM6123- MEDIA BUYING – LOT 5**

**LETTER OF APPOINTMENT**

Dear Sir or Madam

**Letter of Appointment**

This letter of Appointment is issued, in accordance with the provisions of the Framework Agreement (RM6123) between CCS and the Agency, dated 4th July 2022.

Capitalised terms and expressions used in this letter have the same meanings as in the Call-Off Terms unless the context otherwise requires.

|  |  |
| --- | --- |
| Order Number: | CCZX22A10 (Lot 3: Ecosystem Strategic Support and Advice) |
| From: | Crown Commercial Service, [REDACTED TEXT under FOIA Section 40, Personal Information] |
| To: | PricewaterhouseCoopers LLP[REDACTED TEXT under FOIA Section 40, Personal Information] |

|  |  |
| --- | --- |
| Effective Date:  | 6th July 2022 |
| Expiry Date:   | End date of Initial Period: 5th July 2026End date of Maximum Extension Period: N/APlease note, this contract covers full auditing of CCS Commercial Agreement RM6123 Media Services. Auditing requirements may extend beyond the lifetime of the framework agreement which expires in December 2025. |

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| Services required:   | The services required (the “Services”) and agreed to be delivered are set out in three sections, below: (1) general services applicable to all Appointments; (2) Lot Specific Services for the applicable Lot(s); and (3) any Special Requirements. 1. **For all Appointments:** the services of a general nature set out in the General Services Requirements Specification as set out in in the Framework Agreement and attached as an Annex A to this Letter.
2. **Lot Specific Services:** as set out under Annex B (below). For Lot 5, as described in Appendix B5 of the Framework Agreement

The Services descriptions shall be read in the context of the Client Brief (in Annex C) which shall apply as per the Call-Off Terms.The Services shall be provided in accordance with the Agency Proposal (in Annex D).  |
| Call-Off Terms and any applicable Special Terms | This Letter of Appointment shall be subject to the Call-Off Terms set out in Annex E and any agreed special terms which shall be set out here:Any special terms to be discussed as part of onboarding. |

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| Key Individuals: | For the Client: [REDACTED TEXT under FOIA Section 40, Personal Information]For the agency:­­­ [REDACTED TEXT under FOIA Section 40, Personal Information] |
| [Guarantor(s)] | N/A |

|  |  |
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| Call-Off Charges (including any applicable discount(s), but excluding VAT): | See Annex F for charges. The total value of the Call-Off for Lot 3: Ecosystem Strategic Support and Advice (Provision of Framework Auditing, Compliance and Support for MarComms) is an estimated £520,000.00Submitted pricing embedded below:[REDACTED TEXT under FOIA Section 43, Commercial Interests] |
| Insurance Requirements | See Clause 17 of Call-Off Terms and Conditions |
| Client billing address for invoicing: | Crown Commercial Service[REDACTED TEXT under FOIA Section 40, Personal Information] |

|  |  |
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| Alternative and/or additional provisions: | N/A  |

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| **Data Sharing** The Government Communications Service (**GCS**) is investing in data capabilities to drive delivery of modern communications across government. Transparent data sharing across GCS member organisations is fundamental to this, and a cross-government Data Sharing Framework was agreed by the Directors of Communication in July 2020. By bringing traditional marketing analytics and target audience insights together with other relevant government data sources, GCS is delivering valuable, aggregated insights to support campaign planning, reporting and evaluation across government, building on our shared learning for better insights. Benefits of transparent data sharing with GCS include the continued delivery of the GCS Quarterly Benchmarking Report, thereby providing important insights across government bodies to support campaign teams, based on historical government campaign performance. The data shared by clients with GCS at the Cabinet Office may include, but is not limited to: third-party marketing data; campaign insights; web analytics and organic social media data; at both aggregated and log levels. This does not include personal data, and personal data is not sought.In accordance with this approach, by indicating your consent below, you acknowledge and agree that the Agency may share certain data relating to this Call-Off Contract with GCS at the Cabinet Office (or any future named entity which has the same function).  |
| Agency to agree by printing representative’s name here: | [REDACTED TEXT under FOIA Section 40, Personal Information] |
| Client to agree by printing representative’s name here: | [REDACTED TEXT under FOIA Section 40, Personal Information] |

**FORMATION OF CALL-OFF CONTRACT**

**BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Agency agrees to enter a Call-Off Contract with the Client to provide the Services in accordance with the terms of this letter and the Call-Off Terms (set out below in Annex E).**

**The Parties hereby acknowledge and agree that they have read this letter and the Call-Off Terms.**

**The Parties hereby acknowledge and agree that this Call-Off Contract shall be formed when the Client acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Agency within two (2) Working Days from such receipt.**

**For and on behalf of the Agency: For and on behalf of the Client:**

[REDACTED TEXT under FOIA Section 40, Personal Information]

**Annex A - General Services Requirements Specification**

**(As set out in section 2 (services offered) in the framework agreement)**

Media Services Framework Agreement (RM6123)

Framework Services

## **Introduction and Background**

The purpose of this Framework Agreement is to provide individual central government departments, arms length bodies (ALB), non-departmental public bodies (NDPB) and public sector organisations with a comprehensive Framework Agreement for services related to paid advertising. This Framework Agreement will facilitate investments that will achieve the best mix of quality and effectiveness for the least outlay

This section sets out the overarching standards of the Services that the Agencies are required to provide to the Clients under this Framework Agreement and the relevant Call-Off Contracts. Following this section is a section for each of the individual Lots. Each Lot begins with a clear definition of the role of the Agency or Agencies awarded under that Lot and then provides a description of the scope of work that makes up the Service including any specific Deliverable applicable to each of those scopes..

The Agencies shall:

* 1. deliver innovative, best in class services to achieve desired Client outcomes.
	2. be capable of delivering value for money, as well as providing excellent customer service;
	3. be willing and capable of working in partnership with other agencies and specialists to deliver the Client requirements;
	4. act in an open and transparent manner with CCS and the Clients in delivering the Services and otherwise under this Framework Agreement, in particular being open and transparent in relation to the Charges, the placement of media or generation of revenue and the access to and provision of data, information and or reporting in relation to the services.
	5. This Framework Agreement is essential to the delivery of Public Service Communications. The Agencies will (if required) co-operate and work with agencies on any of the other Crown Commercial Service agreements.

## **Framework Scope**

* 1. The Agencies shall be required to deliver services for the Lot(s) they are bidding for, throughout the United Kingdom (on a National, regional and local basis) and international locations.
	2. For each Call-Off Contract under this Framework Agreement the Client will provide a Brief and the outcome to be achieved in accordance with the Call-Off Procedure set out in the Framework Agreement.
	3. The Agencies shall ensure all subcontracting arrangements comply with the Core Terms of this Framework Agreement .
	4. Agencies can only subcontract to deliver services within the scope of their Lot.

## **Clients**

* 1. This Framework Agreement covers requirements across a wide and diverse Client base - the Agencies shall support the varied requirements and budgets of all Clients irrespective of size.
	2. Clients of this Framework Agreement will require service delivery both in the UK and international locations. Clients may specify additional data reporting requirements in their Call-Off Contracts.
	3. Client Personnel
		1. The Client will allocate suitable personnel with appropriate levels of experience and seniority to work with the Agencies(s). The Agencies(s) acknowledge and agree that it may be necessary for the Client to replace the personnel working with the Agencies with alternative personnel with similar levels of seniority and experience.
		2. Client Briefs
			1. For each Call-Off Contract, the Client will provide a Brief detailing what is needed from the Agencies and the outcome to be achieved. The Agencies shall adopt and accept a flexible approach to the management of the Brief and both electronic and paper-based Briefs shall be accepted. The Agencies shall follow the Call-Off Award Procedure. This is different for Lot 4 where the Call-Off Contract itself will detail the requirements of the Agency in line with the services under that Lot
			2. The Agencies shall only commence work on Briefs when both Parties have either signed the relevant Letter of Appointment or the Agencies have received written confirmation to proceed with the Brief.This is different for Lot 4 where the Call-Off Contract itself will determine when the services will commence.

## **Required Services: Summary**

* 1. The Agencies will be required to provide Services in relation to the supply of the Services to Clients including:
		1. taking Orders for the Services from Clients;
		2. undertaking to meet all Client requirements;
		3. complying with any Key Performance Indicators and service levels, and any reporting requirements;
		4. complying with CCS's Management Information requirements;
		5. providing a dedicated senior account manager to resolve any issues arising from the Framework Agreement and/or Client Call-Off Contract;
		6. providing a support function to deal with Client enquiries and issues;
		7. conforming to the Charging Structure;
		8. undertaking any billing requirements.

## **Required Services: Account Management**

* 1. The Agencies shall provide comprehensive account management services to the Client. Clients will have varying service requirements and spend levels, therefore the Agency's team structure and approach shall reflect this flexible requirement, avoiding a “one-size fits all'' approach.
	2. The Agency's structure and resource profile shall be capable of adapting to changing requirements and service levels during the term of this Framework Agreement and the Call-Off Contracts.
	3. The Agencies will provide sufficient resources for out of hours, emergency, bank holiday periods and ensure sufficient resilience and back-up expertise is available when needed for Clients.
	4. The Agencies will deliver an agile solution that provides for each and every Client, regardless of macro factors (for example but not limited to, emergency campaigns, unplanned pauses) whilst mitigating impact on budgets.
	5. If required by the Client, the Agencies will allocate specific named account teams.
	6. The Agencies will have a clear and simple escalation process for the Clients and subcontractors.

## **Required Services: Working with others**

* 1. The Agencies will be required to:
		1. work collaboratively on projects with other Clients of this Framework Agreement, and
		2. manage multiple relationships with the Client and Client related Partners at the Call-Off Contract level to ensure greater value and best results for the Client.

## **Required Services: Reporting and analysis**

* 1. The Agencies shall provide reporting and analysis on all aspects of the Services being provided to the Client, in particular, the Agencies shall:
	2. provide Management Information detailing work carried out by the Agencies on the basis of the billable charged hours as outlined in Framework Schedule 5 of the Framework Agreement (Management Charges and Information)
	3. work with the Client and use reasonable endeavours to ensure advertising technology platforms and any other systems used to collect and/or store data on the Client’s behalf are compatible with the Client’s data management systems.
	4. The below table should be used by the Agency/ ies to inform where reporting requirements should be directed to within the CCS Media Framework Team.

|  |  |
| --- | --- |
| **CCS Point of Contact/ Owner** | **Reporting Requirement** |
| Media Category Manager  | All Lots - Framework KPI deliverables, Reporting requirements outlined within the scope and specification  |
| Media Lead  | Wider initiatives, for example but not limited to cross framework initiatives, added value project outputs, CCS/ GCS initiatives as defined during the term of the framework. |
| Head of Media Commercial Agreements | Reporting escalations, breaches of KPI targets, significant risks or issues to delivery of service. |

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## **Pricing Transparency**

* 1. Where applicable, the Agencies will disclose to the Client any commission, discount or rebate earned by the Agencies arising in respect of third party costs. The Client will receive the full benefit of such commission, discounts or rebates.

## **Travel and Related Costs**

* 1. There shall be no automatic entitlement to payment and/or reimbursement of travel costs, travel time or subsistence under this Framework Agreement. Policies for travel and travel-related expenses will vary between Clients. Submitted Agency rates against this Framework shall be exclusive of travel and subsistence.
	2. CCS and/or Clients shall specify the requirements, policies and arrangements for travel costs, travel-related costs, travel time and subsistence in the Call Off Contract, including whether travel and travel-related expenses shall be payable or not.
	3. If CCS and/or Clients specify that travel and travel-related costs can be paid then the travel will be undertaken in accordance with the agreed Travel Policy of CCS and/or the Client.

## **Contracting arrangements**

* 1. Clients can select different types of contracting arrangements to suit their needs including but not limited to:
	2. Project or Campaign agreement for a specified campaign or for a defined period covering multiple Campaigns.
	3. Standby agreement for a fixed period of time to work on any number of Projects or campaigns . Payment for this arrangement is per Campaign and no work is committed.
	4. Retainer agreement for a fixed period of time where the Client agrees to pay the Agency a firm retainer fee on a regular basis
	5. With the exception of Lot 4 , contracts must not exceed a four year period including any extensions.

## **Cross Framework Initiatives**

* 1. The Agencies under this Framework Agreement may from time to time be invited to participate in projects and initiatives with Agencies on other Lots on this Framework Agreement, CCS or Government Communication Services

## **Cross Framework Case Studies**

* 1. Agencies are encouraged to always share case studies of great work delivered for Clients under this Framework Agreement. The Agency and/ or Agencies under this Framework Agreement are expected to deliver a minimum of 1 case study per contract year to CCS (where call-offs have taken place).

## **Restriction on Naming**

* 1. No Agency in this agreement shall in arranging its organisation to deliver services under this framework adopt or continue any brand name implicitly or explicitly referencing, inferring or signalling its delivery of servicing to any particular customer or customer group using this Framework Agreement without the express permission of CCS. In addition, where it seeks to adopt or continue a brand name referring to its provision of services to the Government it shall seek the additional approval of GCS to do so.

## **Social Value**

* 1. Social Value legislation and guidance places a legal requirement on all public bodies to consider the additional social, economic and environmental benefits that can be realised for individuals and communities through commissioning and procurement activity, to deliver them. These benefits are over and above the core deliverables of contracts. More information on Social Value can be found at:

https://www.gov.uk/government/publications/social-value-act-information-and-resources/social-value-act-information-and-resources

* 1. This Framework Contract requires the Agency to embed social value into all Call-Off Contracts, in line with the Social Value Act 2012 or subsequent government initiatives to enable the effective implementation of the Act.

* 1. As a condition of participating on this framework contract, CCS requires Agencies on this Framework Contract to demonstrate they are committed to report on the impact of social value throughout the lifetime of the Framework Contract to CCS, every 12 months from the Framework Start Date.
	2. Agencies must provide evidence of their commitment to social value and demonstrate an ability and willingness to work with Clients to identify and help further their social value requirements in all Call-Off Contracts. To satisfy this requirement, Agencies must agree to provide or deliver reasonable and proportionate social value benefits within all Call-off Contracts.
	3. Agencies should consider the following policy themes, and outcomes as a minimum:

● **COVID-19 recovery;**

Help local communities to manage and recover from the impact

● **Tackling economic inequality;**

Create new businesses, new jobs and new skills

● **Fighting climate change;**

Effective stewardship of the environment

● **Equal opportunity;**

Reduce the disability employment gap, tackle workforce inequality

● **Wellbeing;**

Improve health and wellbeing, improve community

integration.

* 1. Agencies are expected to act with these priorities in mind, and CCS may discuss these priorities as part of Framework Management meetings.
	2. The Client’s requirements will be set out in the Call-Off Procedure. The Agency shall comply with and/or identify proposed social value initiatives, proportionate and relevant to each Call-Off Contract.

* 1. The Agency shall deliver measurable benefits and impacts in respect of the social value priorities, when identified in the Call-Off Contract.
	2. The Agency shall record and report performance against the social value requirements, when detailed in the Call-Off Contract.

## **Delivering a Diverse Supply Chain**

* 1. CCS and Clients want to ensure a diverse base of Agencies and resilient supply chains in this procurement.
	2. CCS and Client’s consider the delivery of high quality public services to be critically dependent upon a workforce that is inclusive, well-motivated, well-led and has appropriate opportunities for training and skills development.
	3. The Agencies will support the delivery of these priorities through activities such as:
	4. Cascading prompt payment throughout their supply chain, as set out in Clause 4 (Pricing and Payments) of the Core Terms; and
	5. Where appropriate, growth and development through the provision of support to SMEs and SEs to develop resilient local supply chains.
	6. Fair, Inclusive and Ethical Employment Practices and Skills Development
	7. All organisations with 250 or more employees must publish and report specific figures about their gender pay gap. The Agency will progress towards equalising this.
	8. Additionally, the Agency and its Supply Chain will support and encourage employment and skills development opportunities through the performance of this Framework Agreement, with a specific focus on opportunities for priority groups.
	9. The Agency acknowledges and agrees that Clients may test the Agency’s proposed methods for delivering skills development within the local community, as relevant to their specific requirements as part of the Call-Off Procedure.

**Safe & Secure Supply Chains: Addressing Modern Slavery and exploitation in our Supply Chain**

* 1. It is the role of CCS and Client(s) to ensure the Agencys with whom we do business understand the risks of modern slavery in supply chains, and take appropriate action to identify and address those risks, with particular focus on supporting victims of modern slavery.
	2. The Agency will comply with the provisions of the Agency Code of Conduct and the standards set out in Joint Schedule 5 (Corporate Social Responsibility) including the reporting requirements set out in Framework Schedule 5 (Management Charges and Information) and continuous improvement requirements set out in Call-Off Schedule 3 (Continuous Improvement).

## **Framework Key Performance Indicators (KPIs) - All Lots**

The following KPIs apply to **all** lots and Agencies in this Framework Agreement. In addition to these KPIs each lot will have its own specific set of KPIs.

|  |
| --- |
| **1. Framework management - All Lots** |
| **Key Performance Indicator (KPI)**  | **KPI Target** | **Measured by** |
| Management Information (MI) returns: All MI returns to be returned to CCS by the 7th Working Day of each month | 100% | Confirmation of receipt and time of receipt by CCS (as evidenced within the CCS MI system) |
| All undisputed CCSinvoices to be paid by the Agency within 30 calendar days of issue. | 100% | Confirmation of receipt and time of receipt by CCS (as evidenced within the CCS finance system) |
| Annual Agency self-auditcertificate sent to CCS inaccordance with theFramework Agreement to cover each contract year. | 100%  | Confirmation of receipt and time of receipt by CCS. CCS to receive within 45 calendar days of the end of the contract year. |
| Valid insurance certificates and certifications listed in the Framework Agreement to be provided to CCS upon expiry. | 100% | Confirmation of receipt and time of receipt by CCS.CCS to receive within 45 calendar days of expiry. |
| Actions identified inan Audit Report to bedelivered by the datesset out in the AuditReport. | 100% | Confirmation by CCS ofcompletion of the actions by the dates identified in the AuditReport. |
| Agencies will pay all undisputed supplier/ subcontractor invoices within 60 calendar days in order to meet the Prompt Payment Policy threshold of 85%. | % of payments in 60 calendar days:73% Contract Year 179% Contract Year 285% Contract Year 3 | Annual prompt payment reporting to be provided to CCS within 45 calendar days of the contract year end date. This may also be subject to auditing at CCS’ discretion.  |
| Agencies will be required to provide a minimum of one case study per contract year detailing work delivered under this Framework Agreement (where call-offs have taken place). | 100% | Confirmation of receipt and time of receipt by CCS.CCS to receive within 45 calendar days of the calendar year end. |

**Annex B – Lot-specific Specification**

**Media Buying Services Framework Agreement (RM6123)**

**Lot 5 - Service Evaluation and Performance**

 **Scope and Specification**

**Lot 5 - Service Evaluation and Performance**

**1. Role of the Service Evaluation and Performance Agency**

**The role of an Agency appointed under this Lot will be to provide clients with the required diagnosis, insight, analysis and recommendations associated with structuring, monitoring, evaluating or improving the range of services related to media and marketing investments. These will commonly fall under the following services:-**

**● Pricing Performance Evaluation**

**● Contract Compliance Evaluation**

**● Ecosystem Strategic Advice and Support**

**The Agency is expected to be impartial and act in the best interest of the client. The Agency must be suitably experienced and have the correct mixture of strategic thinking as well as the required technical skills to meet the specific requirements of the client.**

**The Agency award under this lot should be an advocate for the value of effective media services and encourage meaningful relationships that adopt and consider best practices and approaches.**

**Agencies awarded under this Lot are expected and encouraged to provide feedback and constructive challenge to improve Client (include CCS and GCS) practices as well as any Agencies they have been contracted to audit.**

**2. Principles**

**The following are a set of principles that will apply to all elements of the scope and specification and provide a clear indication of the standards which the Agency will be expected to adhere to in providing services under the Framework Agreement**

**2.1. Transparency**

**The Agency will be expected to provide completely transparent services to the client and be proactive in safeguarding that transparency. This includes but is not limited to ensuring that the Agency has no conflicts of interest in providing services to Client’s under this agreement. Where there is or could be a possibility of conflict of interest the Agency must disclose that to the Client in advance of accepting any work. The Agency must also make all documentation it produces in delivering services to Clients under this agreement available to Clients.**

**2.2. Continuous Improvement**

**The Agency will be expected to commit to a programme of continuously improvement of the duration of the Framework Agreement this includes but is not limited to :-**

**2.2.1. Taking suitable remedial steps where services issues have been identified**

**2.2.2. Proactively seek out opportunities to improve the quality of service and the sustainability of the commercial model**

**2.2.3. Deploying suitable, unbiased, quantitative methodology for collecting customer feedback on an ongoing basis (e.g NPS Survey)**

**2.2.4. Provide input, feedback and learnings at all stages of fulfilling the Client's requirements. The Agency will meet all service delivery key performance indicators outlined in Briefs.**

**2.2.5. The Agency will actively share its insights, learnings and thought pieces with the client and support clients in gaining a better understanding of subject matter of their service area.**

**2.3. Understanding of the Public Sector**

**The Agency should have a suitable understanding of the Public Sector and Central Government. What is referred to here is not only knowledge of marketing campaigns and media expenditure but a broader understanding that includes :-**

**2.3.1. Understanding of public sector organisations,**

**2.3.2. An understanding of public sector policy**

**2.3.3. A clear knowledge of the Client’s remit, responsibilities and funding**

**2.3.4. Understanding of key political and non-political stakeholders and stakeholder groups**

**2.3.5. An appreciation of the constantly changing context of the public sector**

**2.3.6. An appreciation of the level of detail and scrutiny that accompanies public sector expenditure**

**2.4. Innovation**

**The Agency will be expected to be truly innovative in the solutions and recommendations it develops to meet client requirements under this Framework Agreement locally, regionally, domestically and globally this includes but its not limited to :-**

**2.4.1. Seeking out persuasive opportunities unique to public sector, government or central government departments**

**2.4.2. Challenge the conventional wisdoms and approaches within the media and marketing industry to find solutions to government and departmental issues**

**2.4.3. Think laterally around problem solving government obstacles to marketing and paid media financial processes**

**2.4.4. Providing counsel on latest industry trends, developments, emerging media and marketing issues**

**2.4.5. Proactively seeking out and recommend new techniques, commercial models, Agency models and ways of working**

**2.5. Value for Money**

**The Agency shall adopt a value for money mindset in it's remuneration, allocation of funds on behalf of clients and its appraisal of how funds have been allocated by third parties using this Framework.**

**Delivering value for money involves the efficient, effective and economic use of taxpayers money in the delivery of services. It means seeking out and implementing solutions which achieve the best mix of quality and effectiveness for the least outlay. Decisions should be based on evidenced information and follow agreed processes and policies, challenging these appropriately where they appear to prevent good value for money.**

**3. Scope, Specification and Initiatives**

**3.1. Core Scope of Work**

**3.1.1. Scope : Account Management**

**The Agency is required to provide account management services to clients using this Framework Agreement**

**3.1.1.1. Specification(s) :**

**3.1.1.1.1. The Agency shall provide dedicated resources to deliver the Services, including experts in creative, production, social and/or each media channel. The Agency must have the ability to draw on a wider resource and relevant expertise in Creative, Production, Social, and Media Auditing to fulfil the requirements of this Framework Agreement.**

**3.1.1.1.2. The Agency shall provide a single point of contact (Account Manager) for the UK.**

**3.1.1.1.3. The Agency shall ensure that at least one member of the senior executive team shall be readily available for consultation and discussion at 24 hours’ notice. The purpose of this is to resolve any concerns about service delivery within a mutually agreeable time frame.**

**3.1.1.1.4. The Agency shall provide a full escalation process to record, manage and resolve any arising issues.**

**3.1.2. Scope : Contract Compliance - Media Planning and Buying Service(s)**

**The Agency must ensure that they are able to provide a Service to the Client which ensures that Media Planning and Buying Agency(s) are delivering on their commercial and contractual commitments under the relevant Framework Agreement.**

**3.1.2.1. Specification(s) :**

**3.1.2.1.1. The Agency must ensure that the Media Planning and Buying Agency(s) is kept accountable ensuring that the Client’s media investment is being spent in the most appropriate places.**

**3.1.2.1.2. The Agency must identify critical areas for improvement, optimisation and best practice in online and offline media planning and buying.**

**3.1.2.1.3. The Agency must ensure that the Media Buying Agency is delivering on any ways of working, principles or codes of conduct either agreed by the parties and/or referred to as a goal or commitment in the tender process.**

**3.1.2.1.4. The Agency shall provide financial/forensic auditing Services of Media Planning and Buying services provided under the relevant CCS Framework Agreements or through the Client’s own agreements (whether in-house or through a sub-contracting arrangement) . This shall include:**

**3.1.2.1.4.1. Validation that media plans are supported by valid communications strategies which are jointly agreed with the creative and the Client and/or the Client.**

**3.1.2.1.4.2. Validation that media costs are valid and supported by valid Agency invoices. Including but not limited to:**

**3.1.2.1.4.2.1. verifying accurate reconciliation against any and all approved media plans**

**3.1.2.1.4.2.2. receipt of all valid invoices against a plan within 90 calendar days of media activity ending.**

**3.1.2.1.4.3. The identification of any unbilled media, media credits and/or unpaid balances.**

**3.1.2.1.4.4. The identification and validation of any other media rebates and discounts acquired under the Media Planning and Buying services under the relevant Framework Agreements. This includes but is not limited to:**

**3.1.2.1.4.4.1. investigating any volume Agency discounts or referral financial mechanism received by the Agency related to or inclusive of any services the Agency provides to the Client**

**3.1.2.1.4.4.2. quantifying any credits due to be returned by the Media Buying Agency related to or inclusive of any services the Agency provides to the Client**

**3.1.2.1.4.4.3. reviewing prompt payment discounts received by the Agency that is related to or inclusive of any services the Agency provides to the Client and quantifying any such rebates due to the Client.**

**3.1.2.1.4.4.4. assessing any value received by the Agency that is related to or inclusive of any services the Agency provides to the Client.**

**3.1.2.1.5. The financial / forensic auditing shall be required on an annual basis at a time specified by the Client.**

**3.1.2.1.6. The Agency shall provide and submit a written report to the Client and/or Clients within 30 calendar days of the audit, including full details of all cash, credit and value owed and whether it has been credited.**

**3.1.2.1.7. It is recognised that the media marketplace is constantly evolving and the traditional media channels will change with the move towards increased automatic and programmatic media buys as well as other market and technological developments. It is expected that the Agency shall evolve with the media marketplace throughout the lifetime of this Framework Agreement.**

**3.1.2.1.8. The Agency shall maintain and deliver the maximum level of auditability of the Media Buying data and evolve their approach and methodologies accordingly to reflect best practice in the market.**

**3.1.2.1.9. The Agency shall ensure that any media bought through Agency trading desks shall be audited, unless otherwise approved in advance by the Client.**

**3.1.2.1.10. The Agency shall conduct Deep Dive audits and associated reporting, at a frequency specified by the Client at the Call Off stage.**

**3.1.2.1.11. The Client will specify which one or more of the media channels each audit must include; this may comprise one media channel, or any combination and any number of media channels, up to and including all media channels, dependent upon individual audit requirements at the time specified.**

**3.1.2.1.12. The Agency shall conduct Deep Dive audits and reporting to be utilised in additional campaign-specific audits.**

**3.1.2.1.13. The specific requirements of a Deep Dive audit shall be specified by CCS and/or Clients at the Call Off stage.**

**3.1.2.1.14. The Agency will work with the Client to manage any Performance Related Fee (PRF) structure. The Agency will ensure that the Agency(s) fulfils the KPIs and methodologies that have been specified within the agreement between the Client and the Agency.**

**3.1.2.1.15. The Agency must be able to establish a digital methodology for the Client covering current and emerging online display and social channels (i.e. Facebook, Instagram, and Snapchat). Including :-**

**3.1.2.1.15.1. Establishing a baseline that can be clearly evidenced by the auditor’s pool (including where relevant target layers).**

**3.1.2.1.15.2. Producing clear quality metrics (by channel were possible).**

**3.1.2.1.15.3. Validating and reporting actual Agency activity against the baseline.**

**3.1.2.1.15.4. Providing recommendations to correct Agency behaviours and / or establish new behaviours / rule sets to drive value.**

**3.1.3. Scope : Contract Compliance - Creative, Production, Events, Research and Social**

**The Agency must ensure that they are able to provide a Service to CCS which ensures the Agency is delivering their commercial and contractual commitments under the current and future iterations of the Campaign Solutions and Communication Services Framework Agreements and/or any other relevant Framework Agreement or Dynamic Purchasing System Contract (DPS)**

**3.1.3.1. Specification(s) :**

**3.1.3.1.1. The Agency must ensure that the Agency is kept accountable ensuring that CCS’ and Client’s creative, production, events, research and social investment is being spent generating the right outcome.**

**3.1.3.1.2. The Agency must identify critical areas for improvement, optimisation and best practice in briefing, brand and campaign ideation, brand and campaign strategy, creative execution, in-house / outsourced production, and social activities.**

**3.1.3.1.3. Forensic/Financial Auditing**

**3.1.3.1.4. The Agency shall provide financial/forensic auditing Services in relation to the CCS Framework Agreements and/or any other relevant Framework Agreements or DPS contracts (whether in-house or through a sub-contracting arrangement). These shall include:**

**3.1.3.1.5. Validation that all costs are supported by valid Agency invoices.**

**3.1.3.1.6. The identification of actual Agency direct labour costs + overhead factor + profit markup + annual hrs that apply to CCS activities, billed hours vs. actual timesheets, billed Agency roles vs. quoted, Digital Asset Management (DAM) upload / download costs, artwork and production trafficking costs vs. benchmark / industry standard, production actual costs vs approved, production Agency selection and award process, production cost control process and Agency and/or subcontractor cost reconciliations on any of the above.**

**3.1.3.1.7. The identification and validation of any other rebates and discounts acquired under the relevant Framework Agreement(s) or DPS contract(s). This includes:**

**3.1.3.1.8. investigating any volume Agency discounts received by the Agency that is from any source in relation to its activity under the relevant Framework Agreement(s) or DPS contract(s);**

**3.1.3.1.9. quantifying any credits due to be returned by the Agency that is from any source in relation to its activity under the relevant Framework Agreement(s) or DPS contract(s);**

**3.1.3.1.10. reviewing prompt payment discounts received by the Agency that is from any source in relation to its activity under the relevant Framework Agreement/s and quantifying any such rebates due to client departments; and**

**3.1.3.1.11. Assessing any value received by the Agency that is from any source in relation to its activity under the relevant Framework Agreement(s).**

**3.1.3.1.12. The financial / forensic auditing shall be required on an annual basis at a time specified by CCS and/or Clients.**

**3.1.3.1.13. The Agency shall provide and submit a written report to CCS and/or Clients within 30 calendar days of the audit, including full details of all cash, credit and value owed and whether it has been credited.**

**3.1.3.1.14. Evolving Marketplace**

**3.1.3.1.15. It is recognised that the creative / production / social marketplace is constantly evolving and traditional approaches or ways of working will change with the move towards increased automation and technological developments. It is expected that the Agency shall evolve with the marketplace throughout the lifetime of this Framework Agreement(s).**

**3.1.3.1.16. The Agency shall maintain and deliver the maximum level of auditability and evolve their approach and methodologies accordingly to reflect best practice in the market.**

**3.1.3.1.17. It is our intention to establish a remuneration / performance related fee (PRF) structure within the creative / production / social supply chain to ensure that the ecosystem is fully aligned in terms of strategic objectives and measurement. The Agency will work with CCS to manage a PRF structure with the Agency(s).**

**3.1.3.1.18. The Agency will ensure that the Media Agency(s) fulfils the KPIs and methodologies have been specified within the Campaign Solutions and Communication Services Framework Agreement. These KPIs are subject to change throughout the duration of the Framework Agreement period.**

**3.1.4. Scope : Contract Compliance - Pricing Validation - Media Buying**

**The Agency must ensure that they can provide Services which allow them to validate pricing commitments under the Media Buying Framework Agreement.**

**3.1.4.1. Specification(s) :**

**3.1.4.1.1. This includes but is not limited to:**

**3.1.4.1.1.1. delivery of pricing commitments from the Media Buying Agency under the Media Buying Framework;**

**3.1.4.1.1.2. delivery of quality parameters defined in the pricing commitments under the Media Buying Framework Agreement;**

**3.1.4.1.1.3. normalisation of buying and quality factors to enable like for like comparisons and new media types/formats to be included in the pricing commitments by the Media Buying Agency, under the Media Buying Framework Agreement;**

**3.1.4.1.1.4. the Agency must as a minimum deliver Annual measurement with quarterly progress reports; and**

**3.1.4.1.1.5. price benchmarking vs. the market, further improved pricing opportunities, me vs. me, me vs. us, appropriateness of the comparison i.e. vs. BT/ASDA - audience targeting.**

**3.1.5. Scope : Pricing Validation - Creative, Production, Events and Social**

**The Agency must ensure they can provide Services which allow them to validate pricing commitments under the current and future iterations of the Campaign Solutions and Communication Services Framework Agreements and/or any other relevant Framework Agreements or DPS contract(s).**

**3.1.5.1. Specification(s) :**

**3.1.5.1.1. This includes but is not limited to:**

**3.1.5.1.1.1. delivery of pricing commitments from the Creative Agency under current and future iterations of the Campaign Solutions and Communication Services Framework Agreements and/or any other relevant Framework Agreements or DPS contract(s);**

**3.1.5.1.1.2. delivery of quality parameters defined in the pricing commitments under the current and future iterations of the Campaign Solutions and Communication Services Framework Agreements and/or any other relevant Framework Agreements or DPS contract(s); GCSi International**

**3.1.5.1.1.3. the Agency must as a minimum deliver Annual measurement with quarterly progress reports; and**

**3.1.5.1.1.4. price benchmarking vs. the market, further improved pricing opportunities, me vs. me, me vs. us, appropriateness of the comparison i.e. NHS vs. client X within the Health and Beauty sector.**

**3.1.6. Scope : Ecosystem Strategic Advice and Support**

**The Agency will provide market advisory services, which may be used in the planning and conduct of a business change. This will include but not be limited to thought leadership from a creative, production, social, and media industry perspective**

**3.1.6.1. Specification(s) :**

**3.1.6.1.1. The Agency will provide this service with a high level of experience and leadership capabilities as well as access to the latest market and ecosystem news and data.**

**3.1.6.1.2. The Agency will agree with the Client at the start of the scope of work the Agency personnel that will be working on the client’s requirements.**

**3.1.6.1.3. The Agency will agree with the Client at the start of the scope of work all documentation to be produced and make those documents accessible to the client.**

**3.1.6.1.4. The Agency will agree and maintain with the Client a time and date schedule for the delivery of all associated and agreed upon deliverables.**

**3.1.6.1.5. The Agency will agree with the Client at the start of the scope of work, the acceptance criteria for all requested deliverables. As a default all deliverables are required to be iterated on until finalisation as determined by the Client.**

**3.1.6.1.6. The Agency shall provide market advisory Services, which may be used in the planning and conduct of a business change, which may include:-**

**3.1.6.1.6.1. Creating, editing, inputting into brand and or campaign communication strategies to drive for higher level outcomes, higher return on investment (ROI), and / or accessing new technologies / channels / partnerships etc.**

**3.1.6.1.7. The Agency shall provide Thought Leadership from a Creative, Production, Social, and Media industry perspective that would enrich / enhance positive behaviours / attitude towards government and wider public sector communications, including but not limited to:-**

**3.1.6.1.7.1. expanding total reach;**

**3.1.6.1.7.2. expanding activation rates relating to the communications;**

**3.1.6.1.7.3. enhancing the opportunity for 360 degree communications;**

**3.1.6.1.7.4. enhancing the precision of the communication(s) both regarding content and frequency;**

**3.1.6.1.7.5. recommendations evidenced by global market best practices;**

**3.1.6.1.7.6. identification of possible risks and mitigation strategies;**

**3.1.6.1.7.7. identification of new technologies particularly with reference to data and insights; and**

**3.1.6.1.7.8. future strategy setting.**

**3.1.6.1.8. The Agency shall provide advice and consultancy Services to CCS regarding any marketing ecosystem business transformation/change programmes, including but not limited to:**

**3.1.6.1.8.1. functional and / or activity in-housing / outsourcing;**

**3.1.6.1.8.2. staff structure, capability, and training;**

**3.1.6.1.8.3. internal / external ways of working / processes;**

**3.1.6.1.8.4. appraisal of supply chains / Agency(s);**

**3.1.6.1.8.5. technological product / service selection and deployment;**

**3.1.6.1.8.6. creation / edits / comment to creative, production, and media specific legal or commercial documents;**

**3.1.6.1.8.7. operational reviews and improvements; and**

**3.1.6.1.8.8. Creation, establishment, and review of outcomes and effectiveness across the marketing ecosystem.**

**3.1.6.1.9. These Services shall be detailed and priced at the Call Off stage.**

**4. Service Level Agreements**

**4.1. Service Delivery**

**4.1.1. The Agency shall provide communication performance audit & analysis services with regular face to face / telephone meetings to discuss progress against delivery of results, achieving targets and milestones and any risks and/or issues arising from the feedback received from the Creative, Media Planning and/or Media Buying Framework Agreements or DPS contract(s).**

**4.1.2. CCS and/or Clients will specify the dates and frequency of UK audits and reporting requirements at the outset of the Call-Off stage.**

**4.1.3. The Agency shall provide a full written report including improvement recommendations and shall deliver a presentation on the performance of the Creative, Media Planning, and/or Media Buying Framework Agreements and/or any other relevant Framework Agreements or DPS contract(s), to be hosted at a Central London location no later than two months after the end date of the audit period, provided that the instruction has been made to the Agency before the end of the audit period. For example, if an audit covers the six-month period January 1st to June 30th, the audit report and presentation must be hosted by August 31st, subject to the Agency receiving an instruction before June 30th). If required by CCS, the Agency shall ensure that representatives for each media channel are in attendance at the presentation.**

**4.1.4. The Agency shall provide an additional, editable high-level summary report, following each UK creative, media planning, and media buying audit, which will not compromise commercial confidentiality if released into the public domain. With reference to the media deliverables this summary report must include, as a minimum, performance rankings by media channel against the Auditor’s Benchmark Pool or a Pool as defined with CCS and/or Clients prior to the audit commencement.**

**4.1.5. For media deliverables, the Agency shall provide details of top line discounts by media channel secured versus the Agency’s auditing benchmark for the year, on an annual basis at the end of the financial year; specified by CCS and/or Clients.**

**4.1.6. For media deliverables, the auditing benchmark shall be based upon a bespoke Pool of advertisers or estimates based on market data / proprietorial research. The methodology used shall be agreed with CCS and/or Clients prior to an audit being conducted. When requested by CCS and/or Clients, the Agency shall provide statistics in relation to the percentage coverage / share of the Agency’s Pool(s) in the relevant market.**

**4.1.7. For media deliverables, the Agency shall provide the following Services as part of the annual mandatory requirements:**

**4.1.8. When requested by CCS, the Agency shall provide verification of the new media pricing (e.g. where new Agencys, formats or buy types are introduced into the market, or for international buying). Timescales for the provision of this information shall be specified at the Call Off stage.**

**4.1.9. When requested by CCS, the Agency shall provide advice on media agencies’ proposed performance and remuneration throughout the period of the contract negotiation with Media Sales House or equivalent.**

**4.1.10. The Agency shall provide verification of the media Agency’s annual performance, when requested by CCS and/or Clients.**

**6. Agency Relationship Management**

**There shall be two levels of Agency relationship management for Agencies awarded under this lot.**

**6.1. Framework Agency Relationship Management**

**CCS will undertake comprehensive Agency relationship management to ensure that both Clients and the Agency are fully supported in the use of the Framework and professional standards and best practices are adhered to.**

**On an annual basis CCS will design and agree with the Agency a Agency Relationship Management schedule which will be indicative of the date and timings of all key meetings and deliverables for the ongoing management of the relationship.**

**CCS will where possible support the Agency with issues that arise from the fulfillment of services under this agreement and the Agency will likewise be supportive of CCS and Clients of the Framework in managing the relationship.**

**6.2. Call Off Contract Agency Relationship Management**

**The Out of Home Agency is by default to play a supporting role to the Agencies appointed under Lot 1 or Lot 2 and should manage its client relationships primarily through that route.**

**Where minor issues do arise, the Client as a first recourse should consult with the relevant contacts with the Agencies organisations before escalating to CCS.**

**5. Key Performance Indicators (KPIs)**

**The following KPIs are the default applicable KPIs between an Agencies awarded under this Lot, Lot 5 Service Evaluation and Performance and a Client. The Client may in its call of contract vary these KPIs according to its specific requirements. These KPIs are in addition to the Framework KPIs.**

**Lot 5 Service Evaluation and Performance KPIs**

**Key Performance Indicator (KPI) KPI Target Measured by**

**The Agency is to provide access to all document form deliverables on an ongoing basis 100% of all documents from deliverables to be accessible by CCS Quarterly reconciliation of deliverables**

**Agencies providing auditing and performance measurement services. The Agency is to produce and submit a written report to the Authority and/or Clients within 30 calendar days of the audit, including full details of all cash, credit and value owed and whether it has been credited. 100% Confirmation of receipt and time of receipt by the Authority and/or Clients, and received prior to the timescales specified by the Authority and/or Clients**

**Agencies providing auditing and performance measurement services. The Agency will provide validation of pricing commitments under media buying, media planning, creative, production, events and social. To provide annual measurement with quarterly progress reports; and price benchmarking. This may be within a CCS or non- CCS public sector marketing contract. 100% Confirmation of receipt and time of receipt by the Authority and/or Clients, and received prior to the timescales specified by the Authority and/or Clients**

**Annex C – Client Brief**

Client brief to be issued as required throughout the lifetime of the contract.

**Annex D – Agency Proposal**

[REDACTED TEXT under FOIA Section 43, Commercial Interests]

**Annex E – Call-Off Terms**



**Annex F – Charges**

**FRAMEWORK SCHEDULE 3 – PART B:**

**MANAGEMENT CHARGES – ALL LOTS**

1.1 Management Charges

1.1.1 The Management Charge is the amount payable by the Agency to CCS as set out in this Schedule 3, Part B (and following the process set out in Clause 6) comprising the CCS Management Charge and (where applicable) the GCS Management Charge.

1.1.2 The Management Charge shall apply as set out in 1.4: (i) for Lots 2, 4 and 5 to all Charges for the Services invoiced to Clients (net of VAT); and (ii) for Lots 1 and 3 to all Net Media Value; in each Month throughout the Term and thereafter until the expiry or earlier termination of all Call-Off Contracts entered into pursuant to this Framework Agreement.

1.2 The CCS Management Charge will apply in the following way:

1.2.4 Agencies awarded under Lot 2 and 5 of this framework are required to pay a CCS Management on all Charges for Services invoiced to Clients. This will be charged at 1%. This charge is in consideration of the management and administration of this Framework Agreement. The Agency shall not pass this charge through to the Client.

**FRAMEWORK SCHEDULE 3 – PART D**

**CHARGING STRUCTURE – LOTS 2 AND 5**

1. APPLICABLE PRICING MECHANISM

2.1.1 The Agency will invoice the Client in respect of all Fees, Expenses and Third Party Costs.

2.1.2 The Agency’s Fees shall be on the basis of:

(a) For both Lots 2 and 5 “Time and Materials” shall apply and the provisions of Paragraph 2 shall apply; and

(b) for Lot 2 only “Agency Commission” shall apply in addition as set out in Paragraph 3 below.

2.2 TIME AND MATERIALS CHARGES

2.2.1 Where services are supplied by Agency personnel under the applicable Call-Off Contract then Charges for this work shall be calculated by reference to a Time and Materials pricing mechanism:

(a) the pricing mechanism will be based on the Agency charging for Agency personnel time, with a maximum daily rate for each specified grade.

(b) the day rates set out in Table 1 of Annex 1 shall be used to calculate the relevant Charges, provided that the Supplier (or its Sub-contractor) shall:

(a) not be entitled to include any uplift for risks or contingencies within its day rates;

(b) only be entitled to be paid Charges that have been properly and reasonably incurred, taking into account the Supplier’s obligation to deliver the Services in a proportionate and efficient manner; and

(c) the Supplier shall keep records of hours properly worked by Supplier Personnel (in the form of timesheets) and expenses incurred and submit a summary of the relevant records with each invoice. If the Authority requests copies of such records, the Supplier shall make them available to the Authority within 10 Working Days of the Authority’s request.

2.2.2 The Supplier shall not be entitled to increase the rates set out in Table 1 of Annex 1 which shall not be subject to Indexation.

2.2.3 Except as expressly set out in this section or the Letter of Appointment, the rates shall be exclusive of expenses/ travel and subsistence relating to the provision of deliverables. These will be invoiced to the Buyer on a separate line to the core service for transparency purposes and reported as a separate line on the CCS MI Report. There should only be one line, which covers all Buyer expenses/ travel and subsistence in a month. This should work in conjunction with the Client’s requirements as stated in a Call Off Order Form. The expenses/ travel and subsistence costs are exclusive of costs incurred prior to the commencement of any Call Off Contract, for which the Client will not be liable.

2.3 AGENCY COMMISION

2.3.1 In addition to the applicable Time and materials Charges, “Agency Commission” shall be payable as part of the Charges by the Agency.

2.3.2 “Agency Commission” shall be calculated at the applicable rate set out in the table in Annex 2 below against the applicable Net Media Value [before deduction of AVBs and Unbilled Media].

2.4 GENERAL PROVISIONS

2.4.1 Unless otherwise approved by the Client, or set out in a Brief, all Third Party Costs shall be charged to the Client at net cost without any mark up.

2.4.2 Where a Brief is agreed in addition to an annual scope of work, notwithstanding any other provision of this Framework Agreement and/or a Call-Off Contract, the Client shall not be obliged to pay the Charges (Fees, Expenses and Third Party Costs) relating to that Brief and the Agency shall not be obliged to supply any Services for a Brief until each party has signed the applicable Brief or the scope of work has otherwise been agreed in writing. Where relevant, the Agency shall not be obliged to supply any Services for a Brief until the Client has supplied a valid purchase order number for those Services.

2.4.3 In consideration of the Agency providing the Services set out in an annual scope of work and any Brief, the Client shall pay the Agency the Charges which shall be payable in accordance with the Framework Agreement and/or the relevant Call-Off Contract.

2.4.4 The Charges (Fees, Expenses and Third Party Costs) will be invoiced in accordance with the payment terms set out in the applicable Brief and shall be payable in accordance with the relevant Call-Off Contract.

2.4.5 All sums stated in this Framework Agreement, a Call-Off Contract or in any Brief, quotation or estimate exclude VAT and any other applicable sales tax (unless otherwise stated) which shall also be payable by the Client at the rate prevailing from time to time where applicable. The Agency shall comply with all applicable HMRC and tax guidance and rules in respect of the payment or otherwise of VAT (or applicable sales taxes) by the Client.

2.4.6 The terms of remuneration set out in this Framework Agreement do not cover the performance of services which are outside of a Brief nor do they cover the performance of services outside the Territory. If any such services are required the terms relating to their provision together with the applicable charges will be agreed in writing by the parties.

2.4.7 In the event that the Client fails to make any payment in full when due to the Agency under the relevant Call-Off Contract, then without prejudice to its other rights and remedies under or in connection with this Framework Agreement, any Call-Off Contract or otherwise in law, the Agency shall be entitled to charge the Client interest on such overdue sum at the rate of 2% above the base rate of HSBC in force from time to time calculated from the due date up to the date of payment, provided that:

(a) such interest is claimed at the time of claiming any outstanding amount from the Client;

(b) the Agency shall not be entitled to claim interest for late payment after the Client has settled any outstanding amounts due; and

(c) the Agency shall not be entitled to set off any claim for interest against any other payments payable by the Agency to the Client.

2.4.8 The Client reserves the right to withhold payment of any invoice or part of an invoice where the Client (acting reasonably and in good faith) has a bona fide reason to challenge the validity or accuracy of such invoice. On receipt of any such invoice the Client shall:

(a) immediately notify the Agency in writing of the reason for such withholding;

(b) pay the undisputed part of such invoice in accordance with the relevant Call-Off Contract; and

(c) work promptly and in good faith with the Agency to resolve any such dispute over the relevant invoice.

2.4.9 If any payment of the Charges, Commission, Expenses or Third Party Costs is subject to tax (whether by way of direct assessment or withholding at its source), the Agency shall be entitled to receive from the Client such amounts as shall ensure that the net receipt to the Agency of the Charges, Fees, Commission, Expenses and Third Party Costs after tax in respect of the payment is the same as it would have been were the payment not subject to such tax.

2.4.10 Where a surcharge is levied by a supplier against the Agency due to late payment and this results from late payment by the Client, the Client shall immediately reimburse to the Agency the amount of such surcharge, together with any accrued interest charged by the supplier in respect of the overdue amount.

2.4.11 Media grids shall be submitted as required during any further competition process and will cover a proportion of the known Client requirements. However, over time the Client expects that new suppliers, formats or buy types that Clients have not purchased previously will appear. The expectation is that the Agency will deliver 'market leading' rates. Any such new rates may be agreed in conjunction with an independent third party (including but not limited to an Auditor) and reviewed through an audit.

2.4.12 Each party shall pay all monies which are payable by it to the other without any right of set off, abatement or withholding in respect of monies which are due to it or alleged to be due to it from the other party.

2.4.13 For the avoidance of doubt, the Agency shall not receive any income, other than the Charges, Expenses or third party costs, stated above, as a direct or indirect result of the Client's spend during the Term.

2.4.14 Notwithstanding any provisions in this Framework Agreement, a Call-Off Contract or the applicable Brief, other than in any territory where the Agency is expressly prohibited by relevant law or regulation from imposing obligations on media vendors to issue invoices within twelve (12) months of the date on which media ran and Agency has notified the Client in advance in writing of this fact, in the event that the Agency issues an invoice and the Client receives such invoice more than twelve (12) months from the date the Agency completed the relevant Services under the invoice, the Agency shall be deemed to have waived its rights to receive payment for such Services and the Client shall be entitled not to make payment for such Services. This provision shall not apply in respect of any invoice which is the subject of a dispute between the Agency and a media vendor and the Agency has notified the Client in advance in writing of such dispute, or where the Client has agreed to later invoicing or where the delay is caused by any other factor beyond the Agency's reasonable control and which has been notified to the Client in advance of such twelve (12) month time limit.

2.5 REBATES & AVBs (Lot 2 only)

2.5.1 In relation to Lot 2 only, the Agency must provide the Client on an half year basis (during the Term and for eighteen (18) months thereafter) with full and accurate reports of:

(a) each media channel and standard terms of payment (before any AVBs have been applied) applicable for any relevant type of Media Placement);

(b) any actions that are required in order for the AVBs to accrue;

(c) the total of any Direct AVBs; and

(d) the total of any Client AVBs.

2.5.2 In respect of each media channel, the Agency must provide to the Client in writing the amount of all of the AVBs received by the Agency Group in respect of the Client wherever or however accrued by the Agency or the Agency Group and, whether such AVBs are reflected in the amount invoiced by the Media Owner or subsequently provided directly or indirectly to any member of the Agency Group.

2.5.3 It is the intention that the Client will receive the AVBs in the same form as they are received by the Agency but the Client shall inform the Agency as to how it wishes the AVBs to be passed back (such as by way of credit note issued against old invoices, credit note against future Media Placements, or invoiced for payment by the Agency). Where AVBs are to be paid back to the Client, the Agency shall pay such sums to the Client within 6 months of the end of the calendar year in which the relevant AVB(s) was generated and any reconciliation of full payment of accrued AVB(s) within 9 months of the end of the relevant calendar year.

2.5.4 The Agency will take all reasonable steps to pursue Media Owners for any AVBs owed by them to the Agency or Agency Group or the Client.

2.5.5 All AVBS must be returned to Client. The Client will refer to all information sources available to validate AVB returns including consultation with any and all internal and external third parties. CCS will also consider AVB returns in light of media price performance versus contract and media price performance versus the market.

2.5.6 The Agency will provide the Client details of and any rebates and/or benefits received in respect of the following types of Agency rebate so as to ensure that the Client receives the rebates and/or benefits to which it is entitled:

2.5.7 Cash – cash/benefit rebates received by the Agency and/or the Agency Group from Media Owners or otherwise in respect of Media Placements and/or the provision of the Services shall be notified to the Client and paid or provided to the Client in proportion to the Client's spend with each Media Owner providing such cash or benefit to the Agency and/or Agency Group;

2.5.8 Value pot – a non-specific value pot which forms part of an arrangement which the Agency and/or the Agency Group has in respect of the delivery of the Services to the Client deal and which can be used by the Agency on behalf of the Client to deliver Client contracted pricing/value;

2.5.9 Free space – any specific Client volume of activity generating related free space in respect of the Media Owners and Media Placements shall be credited to the same Client who has accrued the free space.