



Crown
Commercial
Service



UK Government
Investments

Citigate Dewe Rogerson Ltd
3 London Wall Buildings
London EC2M 5SY

Attn: <REDACTED> Citigate Dewe Rogerson Ltd

Date: 26th March 2018

Our ref: RM6015

Dear Sirs,

Award of contract for the supply of Public Relations / Press Office function

Following your tender/ proposal for the supply of PR Agency services to UK Government Investments (UKGI), we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the contract between the Authority (UKGI) as the Customer and Citigate Dewe Rogerson Ltd as the Supplier for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the “**Conditions**”). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Customer and may delay the conclusion of the Agreement.

For the purposes of the Agreement, the Customer and the Supplier agree as follows:

- 1) The Services shall be performed at 1 Victoria Embankment, London SW1A OET (the Customer’s premises) and at 3 London Wall Buildings, London EC2M 5SY (the Supplier’s premises).
- 2) The charges for the Services shall be as set out in Annex 2.
- 3) The specification of the Services to be supplied is as set out in Annex 3 Service Requirements and at Annex 4 Supplier’s Tender Response.
- 4) All provisions conveyed in this Agreement to carry out the Services are non-exclusive in accordance with the Potential Additional Services section of the Service Requirements at Annex 3.
- 5) The Term shall commence on 1st May 2018 and the Expiry Date shall be 30th April 2020 unless extended or subject to early termination.

6) The address for notices of the Parties are:

Customer

UK Government Investments
1 Victoria Embankment, London SW1A 0ET
Attention: <REDACTED>
Email: <REDACTED>

Supplier

Citigate Dewe Rogerson Ltd
3 London Wall Buildings, London EC2M 5SY
Attention: <REDACTED>
Email: <REDACTED>

7) The following persons are Key Personnel for the purposes of the Agreement:

Name

<REDACTED>

Title

<REDACTED>

8) For the purposes of the Agreement, Service Credit provisions at Annex 5 and Change Management and Variation Form at Annex 6 shall apply.

9) In the event of and only to the extent of any conflict between the Clauses and the Schedules, the conflict shall be resolved in accordance with the following order of precedence:

- a. The Award Letter;
- b. The terms and conditions set out below the Award Letter and in the attached Annexes.

Payment

Before payment can be considered, each invoice must include a detailed elemental breakdown of services delivered and the associated costs in consideration of the Charges.

All invoices must be sent, quoting a valid purchase order number which MUST be detailed on any submitted invoices before payment will be made (PO Number), to: Accounts Payable, Finance Team - Finance & HR Operational Services, HM Treasury, Rosebery Court, St Andrews Business Park, Norwich, NR7 0HS. Process to raise your unique PO Number will begin on receipt of a countersigned Agreement. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to invoicequeries@HMTreasury.gsi.gov.uk or by telephone 020 7270 5000 between 09:00-17:00 Monday to Friday.

Liaison

For general liaison your contact will continue to be <REDACTED>

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to <REDACTED> via the e-Sourcing Suite (as used during procurement process) **within 7** days from

the date of this letter. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

Signed for and on behalf of UK Government Investments

Name: <REDACTED>

Signature: <REDACTED>

Date: 10 April 2018

We accept the terms set out in this letter and its Annexes, including the Conditions.

Signed for and on behalf of Citigate Dewe Rogerson Ltd

Name: <REDACTED>

Signature: <REDACTED>

Date: 6 April 2018

Annex 1

Terms and Conditions of Contract for Services

1 Interpretation

1.1 In these terms and conditions:

“Agreement” means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter and Annexes;

“Award Letter” means the letter from the Customer to the Supplier printed above these terms and conditions;

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

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

“Charges” means the charges for the Services as specified in the Award Letter;

“Confidential” means all information, whether written or oral (however recorded), provided by

Information”	the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Customer”	means the person named as Customer in the Award Letter;
“DPA”	means the Data Protection Act 1998;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Supplier”	means the person named as Supplier in the Award Letter;
“Term”	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;

1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation

not to allow that thing to be done or omitted to be done;

1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;

1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and

1.2.5 the word 'including' shall be understood as meaning 'including without limitation'.

2 Basis of Agreement

2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.

2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Award Letter countersigned by the Supplier within [7] days of the date of the Award Letter.

3 Supply of Services

3.1 In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.

3.2 In supplying the Services, the Supplier shall:

3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;

3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;

3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;

3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;

3.2.5 comply with all applicable laws; and

3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.

3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

4 Term

4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.

4.2 The Customer may extend the Agreement for a period of up to 12 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5 Charges, Payment and Recovery of Sums Due

5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless

otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
 - 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
 - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
 - 5.8.3 In this clause 5.8, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6 Premises and equipment

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Supplier or the Staff shall be at the Supplier's risk.

- 6.2 If the Supplier supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Supplier or any Staff, other than fair wear and tear.
- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7 Staff and Key Personnel

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
 - 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
 - 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,
 and the Supplier shall comply with any such notice.
- 7.2 The Supplier shall:
 - 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
 - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal

status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8 Assignment and sub-contracting

- 8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 8.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

9 Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Customer. If, and to the extent, that any intellectual property rights in such materials vest in the Supplier by operation of law, the Supplier hereby assigns to the Customer by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).

10 Governance and Records

- 10.1 The Supplier shall:
 - 10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
 - 10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.
- 10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11 Confidentiality, Transparency and Publicity

- 11.1 Subject to clause 11.2, each Party shall:
 - 11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

11.2.2 to its auditors or for the purposes of regulatory requirements;

11.2.3 on a confidential basis, to its professional advisers;

11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

11.2.6 where the receiving Party is the Customer:

(a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;

(b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;

(c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or

(d) in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.

11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

12 Freedom of Information

12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

12.1.1 provide all necessary assistance and cooperation as reasonably requested by the

Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;

- 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
- 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 Protection of Personal Data and Security of Data

13.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.

13.2 Notwithstanding the general obligation in clause 13.1, where the Supplier is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Supplier shall:

13.2.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;

13.2.2 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;

13.2.3 promptly notify the Customer of:

- (a) any breach of the security requirements of the Customer as referred to in clause 13.3; and
- (b) any request for personal data; and

13.2.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.

13.3 When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

14 Liability

14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

14.2 Subject always to clauses 14.3 and 14.4:

14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and

14.2.2 except in the case of claims arising under clauses **Error! Reference source not found.** and 18.3, in no event shall the Supplier be liable to the Customer for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Supplier's liability under the indemnity in clause **Error! Reference source not found.** and 18.3 shall be unlimited.

15 Force Majeure

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

16 Termination

16.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:

16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;

16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a

- manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
- 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
 - 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;
 - 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
 - 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Supplier shall:
- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
 - 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17 Compliance

- 17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 17.2 The Supplier shall:
- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
 - 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 The Supplier shall:
- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from

time to time; and

17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.

17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.

17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

18 Prevention of Fraud and Corruption

18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

19 Dispute Resolution

19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20 General

20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.

20.2 A person who is not a party to the Agreement shall have no right to enforce any of its

provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.

- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21 Notices

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22 Governing Law and Jurisdiction

The validity, construction and performance of the Agreement, and all contractual and non contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

Annex 2
Charges

<REDACTED>

Annex 3

Service Requirements

DEFINITIONS

In this Annex, the following definitions shall apply:

“Milestones”	delivery of Services within a timed phase of the Agreement as set out at paragraph 6
“Service Requirements” and “Services”	means the services required to be delivered by the Supplier as set out at this Annex 3
“Potential Additional Services”	means the Services set out at paragraph 3.5

1. INTRODUCTION

- 1.1 This Annex 3 details the Service Requirements of this Agreement at paragraphs 3 – 10, including the key performance indicators and service levels.
- 1.2 The scope of the requirement is to provide a public relations/press office function to the Authority.
- 1.3 The Authority does not have an active social media presence though it does use LinkedIn to advertise job opportunities and promote some of its work. As a result, producing proactive social media activity on behalf of the Authority is not currently needed as part of the Service Requirements - however effective monitoring of social media is a current part of the requirement.

2. AUTHORITY OBJECTIVES AND AUDIENCE

- 2.1 The Authority carries out a wide range of work for government, its objectives are:
 - 2.1.1 prepare and execute all significant corporate asset sales by the UK Government; and
 - 2.1.2 advise on other major corporate finance matters, including all major UK Government financial interventions into corporate structures and on major UK government corporate finance negotiations; and
 - 2.1.3 act as shareholder for, and lead establishment of, UK Government arm’s-length bodies as required and in line with HM Treasury (HMT) priorities.
- 2.2 The Authority is independent of government and therefore part of the responsibilities of the Supplier will be to earn and maintain that independence in the eyes of the media, general public and parliamentarians.
- 2.3 The Authority is responsible for 22 portfolio companies, (see Appendix 1 for a list of these companies). From March 2018 it will also be responsible for Royal Bank of Scotland (RBS) and UK Asset Resolution Ltd (UKAR) which have been managed by UK Financial Investments Ltd (UKFI). Therefore it is likely to generate significant amounts of media interest and work. Please note that UKAR has a current Agreement for PR advice and this Agreement, and any Potential Additional Services under it, shall not include UKAR PR activity.

- 2.4 The Authority has a diverse set of audiences, and these differ depending on which specific assets the PR activity is supporting. At a corporate level, the general audience for the Authority can be broken down into the following:
- 2.4.1 Potential investors in the Authority's assets
 - 2.4.2 Trade associations in this finance and public relations sector and business representative groups. List of main groups the Authority is aware of is at Appendix 2 to this Annex 3.
 - 2.4.3 Parliamentarians – MP's and Lords
 - 2.4.4 Business and financial media
 - 2.4.5 Other Government departments and agencies

Given that the Authority has no direct responsibility or influence over organisations within the list above, the Supplier is expected to update and maintain their own knowledge regarding Authority audiences.

SERVICE REQUIREMENTS

3. The Service Requirements comprise of the three areas set out below (and at 3.4, 3.5 and 3.6) along with the requirements detailed at paragraphs 4 through to (and including) 10 which include reporting, key milestones, key performance indicators and service levels linked to the Service Requirements:
- 3.1 **Business as usual services**, for which there will be a set monthly retainer payable to the Supplier, will include but not be limited to:
 - Delivery of a media communications strategy.
 - Delivery of a media engagement programme.
 - Regular/ daily/ monthly duties.
 - 3.2 **Potential Additional Services**:
 - PR services for potential future transactions for which the Supplier may be awarded the work on a call off basis under this Agreement.
 - 3.3 **Capability**:
 - The level of capability the Supplier is required to maintain and make available to the Authority throughout the term of this Agreement.
 - 3.4 **BUSINESS AS USUAL SERVICES**
 - The Supplier shall:
 - 3.4.1 Provide a sufficient level of resource throughout the duration of the Agreement in order to consistently deliver the Service Requirements.
 - 3.4.2 Work with the Authority to develop and deliver a comprehensive media communications strategy which is refreshed every 6 months. In line with the Authority's objectives at paragraph 2.1, the strategy shall:

- (a) Position the Authority as ‘the government centre of excellence in corporate finance and governance’ and an effective steward of the government and the wider public sector assets; and
- (b) Increase the profile of the Authority and engage the media to enhance and protect the reputation and public profile of the Authority; and
- (c) Ensure the target audiences in paragraph 2.4, and those that have influence on the target audiences understand the Authority’s corporate narrative; and
- (d) Support, at a minimum, an accurate and balanced view of the government and the Authority’s role, principally through media and commentary; and
- (e) Anticipate scenarios across the portfolio which bear relevance to the Authority as a shareholder; and
- (f) Provide financial communications and strategic support for projects undertaken by the Authority across government, and the wider Public Sector:
 - 1. Advising on commercial transactions, especially financial assets disposals; and
 - 2. Managing both corporate and political messages.

3.4.3 Deliver a proactive targeted media engagement programme, the programme shall:

- (a) Provide a clear, simple, multi-channel communications 12 month programme to keep key parts of the media up to date with the work of the Authority and to continue to build the Authority’s profile. The media engagement programme will be reviewed monthly and refreshed at the annual contract review meeting; and
- (b) Support the Authority in delivering the above 12 month programme; and
- (c) Provide proactive communications planning; principally through background briefings and relationship-building with the Authority’s audiences, as set out in paragraph 2.4; and
- (d) On-the-record commentary should be reserved for instances where the Authority either cannot avoid making a statement or where it has a planned set-piece announcement, such as a disposal; and
- (e) Create, build interest in and excitement around, asset disposals.

3.4.4 Provide daily support including:

- 3.4.4.1 a daily email media intelligence digest to all current staff (monitoring all forms of media) providing insights into the media landscape. This should cover media intelligence with a summary covering all assets across which the Authority manages; and
- 3.4.4.2 intra-day coverage reports / call logs by email between the successful Supplier and the Authority on days of announcements; and
- 3.4.4.3 intra-day coverage (by email) of relevant breaking stories; and
- 3.4.4.4 acting as the Authority press office, handling reactive media enquiries – after consultation with the Authority.

- 3.4.5 Work with the Authority to develop appropriate communications materials (press notices briefing notes, RNS's etc.).
- 3.4.6 Provide media/PR training sessions to all identified key figures, as and when required by the Authority.
- 3.4.7 Provide public affairs support to senior figures at the Authority by supporting their parliamentary activity and managing their reputations with parliamentarians. Including, but not limited to, supporting their appearances at select committees by:
 - 3.4.7.1 providing appropriate briefing on the select committees and their members; and
 - 3.4.7.2 holding face-to face briefing sessions with the Authority including dummy runs ahead of such appearances.
- 3.4.8 Attend and take active part in weekly meetings.
- 3.4.9 Attend and take active part in quarterly and annual performance reviews.

3.5 **POTENTIAL ADDITIONAL SERVICES**

3.5.1 The basic scope of potential future PR activity is set out below. Where at its sole discretion the Authority requests, the Supplier shall:

- 3.5.1.1 Advise the Authority, relevant government departments and wider public sector on a targeted media engagement programme and develop the necessary materials; and/or
- 3.5.1.2 Provide necessary media monitoring during any transactions including (but not limited to) national, broadcast, regional, specialist and social media; and/or
- 3.5.1.3 Work with a number of interested parties and key stakeholders including (but not limited to): other government and the wider public sector press offices, banks, lawyers, special advisors and Ministers; and/or
- 3.5.1.4 Advise on tactical and strategic interventions which can be made to relay government messages successfully; and/or
- 3.5.1.5 Flex resources to react to and cover intense bursts of activity and periods of less intensity; and/or
- 3.5.1.6 Provide media/PR training session to prepare each identified Authority individual with skills and confidence to as and when required; and/or
- 3.5.1.7 Sign an non-disclosure agreement (NDA); and/or
- 3.5.1.8 Attend and take active part in meetings as required.

3.5.2 There may be instances in which, despite a request from the Authority for the Supplier to undertake Potential Additional Service(s), the Supplier is not suitable to provide the Potential Additional Service(s). Such instances are set out below:

- 3.5.2.1 Where a conflict of interest is identified; and/or
- 3.5.2.2 Where it is not value for money to use the Supplier; and/or
- 3.5.2.3 Where the budget for this Agreement has been exceeded; and/or
- 3.5.2.4 Where the Supplier identifies it is unable to carry out the specific work for reasons it communicates in writing to the Authority and which are accepted by the Authority.

3.5.3 The Authority will discuss the Potential Additional Service(s) required with the successful Supplier. If, at the sole discretion of the Authority, the reasons identified at 3.5.2 apply then the Authority will undertake a separate process to secure an alternative provider.

3.5.4 If, at the sole discretion of the Authority, it is deemed suitable for the Supplier to carry out the Potential Additional Service(s) then the Charges set out at Annex 2 of this Agreement will apply.

3.6 **CAPABILITY**

The Supplier shall:

3.6.1 Make available to the Authority a senior and experienced team of financial communications professionals with expertise in dealing with the financial media and business press and supporting transactions.

3.6.2 Actively maintain the same, or greater, level of capability displayed in their successful tender for this Agreement.

3.6.3 Be flexible and have the capability to draw on additional resource as and when required. This resource must be fully briefed individuals that are up to speed on the work of the Authority and have the capability to understand the requirement and deliver at pace.

3.6.4 Have an understanding of a PR Agency's role and responsibilities in terms of the legal framework under which transactions take place and how their work can affect the market; and how to mitigate this.

3.6.5 Ensure its staff understand the Authority's vision and its objectives throughout the duration of the Agreement.

3.6.6 Carry out the functions of a press office for the Authority, issue RNS's, providing media intelligence and public affairs advice and services.

3.6.7 Adhere to Market Abuse Regulations.

4. **REPORTING**

The Supplier shall:

4.1 Provide a quarterly dashboard of trends consistent with the Government Communication Service GCS framework. <https://gcs.civilservice.gov.uk/wp-content/uploads/2016/01/GCS-Evaluation-Framework.pdf>

4.2 Provide ad hoc reports and data to the Authority, within 48 hours of the request, which shall include but not be limited to the requirements listed at paragraph 7, key performance indicators.

4.3 The Authority reserves the right to amend the reporting requirement during the life of the Agreement.

5. LOCATION

5.1 The Services will be carried out at the Supplier’s premises. The Supplier shall attend meetings, as set out in these Services Requirements, at the Authority premises at 1 Victoria Street, London, SW1H 0ET.

6. KEY MILESTONES

6.1 The Authority expects to see a phased approach:

6.1.1 immersion - getting to know the Authority; then

6.1.2 preparation - developing appropriate communications strategies and products; then

6.1.3 delivery - using a full mix of proactive PR tactics and tools to support the Authority objectives.

6.2 The following Milestones will be used to measure delivery:

Phase	Milestone	Description	Timeframe
Immersion	1	(a) Set up meeting to discuss Service Requirements and discuss key work needed over the next 12 months	(b) Within week 1 of Agreement Award
Preparation	2	(c) Develop a media communications strategy	(d) Within 2 months of Agreement Award
Preparation	3	(e) Develop and agree an exit management plan.	(f) Within 3 months of Agreement Award
Delivery	4	(g) Review media engagement programme	(h) Monthly
Delivery	5	(i) Refresh media communications strategy	(j) Every 6 months
Delivery	6	(k) Meeting recommendations set in the quarterly and annual reviews of performance	(l) To be determined in the annual and quarterly reviews

Delivery	7	(m) Potential Additional Services – Bespoke project milestones for Potential Additional Services	(n) To be determined by Potential Additional Services
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7. KEY PERFORMANCE INDICATORS

Supplier performance will be measured on the following KPI's during the Agreement. All KPIs will be reviewed during quarterly and annual performance reviews:

7.1 MEDIA IMPRESSIONS:

7.1.1 The number of mentions of the Authority in national, regional and specialist media – an increase of 20% over the first year from the figure provided by the Authority at the commencement of the Agreement.

7.1.2 The potential number of negative articles about the Authority or its assets kept out of the media by the Supplier – a simple running number is sufficient.

7.2 SENTIMENT SCORE: 60% of all articles which focus on the Authority should be positive or neutral.

7.3 WEBSITE TRAFFIC: the number of visits to new Authority website – page impressions and dwell time (this should be linked to on-going proactive work the Supplier will develop and deliver to support the Authority's operating model).

7.4 AWARENESS: an increase in the recognition of the Authority among key audiences at paragraph 2.4 as evidenced by the Supplier via methods to be agreed with the Authority during the Immersion and/or Preparation phase.

7.5 MI: to include the above and any data agreed during the life of this Agreement and/or as part of any Potential Additional Services.

8. BUSINESS AS USUAL SERVICE LEVELS AND PERFORMANCE

Service	Service Level Description	Target
Quality of work and content	All communications products (including, but not limited to, RNS's, press notices, briefing materials) must be technically accurate and meet the communications needs of the Authority. Technical accuracy, consistency with the broader communications strategy and programme, and polished presentation (including accurate Grammar and spelling) are required.	100%
Coverage reports	Three intra-day coverage reports on days of announcements	98%

On call: 24 hours Service	The Supplier shall respond, within 2 hours, to all requests for reputation management support by the Authority, 24 hours a day, 365 days a year.	98%
Provision of media/PR training to all identified key figures	The Supplier is to provide media/PR training session to prepare each identified Authority individual with skills and confidence to fulfil this requirement, and when a requested, a plan for the individual's further development.	100%
Regular attendance at 'keep in touch' meetings (face to face or via telephone)	The Supplier will meet with the Authority within the first week of the Agreement and agree how the relationship between both parties will work. Regular meetings to be held monthly, with daily meetings if required.	98%
Media intelligence Digest	Daily email intelligence digest to all current staff by 9.30am each working day. This should cover media intelligence with a summary covering all assets which the Authority manages.	98%
Evaluation	The Supplier shall evaluate the work carried out for Authority at least twice a year. This evaluation shall be carried out in line with the Government Communication Service guidelines – https://gcs.civilservice.gov.uk/wp-content/uploads/2016/01/GCS-Evaluation-Framework.pdf	100%
Media engagement programme	The Supplier shall design and deliver a programme of external communications to inform key audiences of the role and objectives of the Authority. This is a rolling requirement which should continue over the lifetime of the Agreement.	100%
Reporting Requirements	Ad hoc reports and data from the Supplier as requested by the Authority.	Requests completed within 48 hours.

9. POTENTIAL ADDITIONAL SERVICE LEVELS AND PERFORMANCE

Service levels for Potential Additional Services will be agreed with the Supplier at call off, however they will be based on the Service levels below with supplementary Service levels as agreed at the point of call off.

Service	SLA Description	Target
Quality of work and content	All communications products (including, but not limited to, RNS's, press notices, briefing materials) must be technically accurate and meet the communications needs of the Authority. Technical accuracy, consistency with the broader communications strategy and programme, and polished presentation (including accurate Grammar and spelling) are required.	100%
Coverage reports	Three intra-day coverage reports on days of announcements	100%
On call: 24 hours Service	The Supplier shall respond, within 2 hours, to all requests for reputation management support by the Authority, 24 hours a day, 365 days a year.	
Regular attendance at 'keep in touch' meetings (face to face or via telephone)	The Supplier will meet with the Authority within the first week of being awarded any Potential Additional Services to agree how the relationship between both parties will work, and how often regular 'keep in touch' meetings will happen.	98%
Evaluation	The Supplier shall evaluate the work carried out for Authority at least twice a year. This evaluation shall be carried out in line with the Government Communication Service guidelines – https://gcs.civilservice.gov.uk/wp-content/uploads/2016/01/GCS-Evaluation-Framework.pdf	100%
Future transactions	The Supplier shall provide Potential	To be

and/or asset disposals – Potential Additional Services	Additional Services as described in these Services Requirements.	determined by Potential Additional Services as and when they arise.
Reporting Requirements	Ad hoc reports and data from the Supplier as requested by the Authority.	Requests completed within 48 hours.

10. EXIT MANAGEMENT

10.1 The Supplier shall;

10.1.1 Ensure the smooth transition of the availability of the Services from the Supplier to the Authority and / or an incoming Supplier at the expiry of the Agreement.

10.1.2 Within 3 months start of the Agreement the Supplier shall create and agree an exit plan with the Authority. This exit plan will be reviewed and maintained during quarterly and annual performance review meetings.

10.1.3 Provide an exit plan which sets out the proposed methodology for achieving an orderly transition of the Services from the Supplier to the Authority and/or its incoming Supplier on the expiry or termination of this Agreement;

10.1.4 As a minimum, provide an exit plan which sets out:

- (a) how exit information will be obtained; and
- (b) the management structure to be employed during both transfer and cessation of the Services; and
- (c) a detailed description of both the transfer and cessation processes, including a timetable; and
- (d) how the Services will transfer to an incoming Supplier and/or the Authority; and
- (e) proposals for providing the Authority or an incoming Supplier copies of all documentation:
 - (i) used in the provision of the Services and necessarily required for the continued use thereof, in which the Intellectual Property Rights are owned by the Supplier; and
 - (ii) relating to the use and operation of the Services;
- (f) proposals for the supply of any other information or assistance reasonably required by the Authority or an incoming Supplier in order to effect an orderly handover of the provision of the Services.

10.1.5 On reasonable notice, at any point during the Agreement, the Supplier shall provide to the Authority any exit information in order to facilitate the preparation by the Authority of any invitation to tender and/or to facilitate any potential incoming Suppliers undertaking due diligence.

10.1.6 Acknowledge that the Authority may disclose the Supplier's Confidential Information to an actual or prospective incoming Supplier or any third party whom the Authority is considering engaging to the extent that such disclosure is necessary

in connection with such engagement (except that the Authority may not disclose any Supplier's Confidential Information which is information relating to the Supplier's or its Sub-Contractors' prices or costs).

APPENDIX 1

PORTFOLIO COMPANIES THE AUTHORITY ARE RESPONSIBLE FOR. This list may be updated from time to time:

- British Business Bank;
- CDC - Development Finance Institution;
- Channel 4;
- Companies House;
- Electrical Settlements Company;
- Highways England;
- Insolvency Service;
- Land Registry;
- London & Continental Railway;
- Low Carbon Agreements Company;
- National Air Traffic Services (NATS);
- National Nuclear Laboratory;
- Network Rail;
- Nuclear Decommissioning Authority;
- Nuclear Liabilities Fund;
- Oil & Gas Authority;
- Ordnance Survey;
- Post Office Limited;
- Royal Mint;
- UK Export Finance;
- Urenco

APPENDIX 2

Trade associations in this finance and public relations sector and business representative groups including but not limited to:

- UK Finance;
- Confederation of British Industry (CBI);
- Institute of Directors (IOD);
- Financial Conduct Authority (FCA);
- Prudential Regulation Authority (PRA)

Annex 4
Supplier's Tender Response

<REDACTED>