

M&C Saatchi (UK) Ltd.
36 Golden Square
London
W1F 9EE

Dear [REDACTED]

Letter of Appointment for the provision of DIT Marketing: Strategic & Specialist Services

This letter of Appointment is issued in accordance with the provisions of the Framework Agreement (RM3774) between CCS and the Agency, dated 16th December 2016.

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:	Contract Reference: CR_126 A purchase order will be issued with each brief that is agreed between the Client and the Agency
From:	The Secretary of State for the Department for International Trade, with offices at 3 Whitehall Place, London, SW1A 2AW ("Client")
To:	M&C Saatchi (UK) Ltd. ("Agency")

Effective Date:	17 March 2020
Expiry Date:	End date of Initial Period: 31 March 2022 Extensions available: 2 Maximum length of each extension: Twelve (12) months Maximum Extension Expiry Date: 31 March 2024 Minimum written notice to Agency in respect of extension: Thirty (30) days

	The Client may extend the Call-Off Contract in as many periods as needed up to the maximum length of each overall extension available.
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Services required:	<p>Set out in Section 2 (Services offered) and refined by:</p> <p>Schedule 2 (Specification of Services) and Schedule 9 (Agency Response). Schedules 2 and 9 replace Annexes A and B of this Letter of Appointment respectively.</p> <p>As defined in clause 1.1 of the Call-Off Terms, the term "Brief" and in its plural "Briefs" shall have the same meaning as "Statement of Work" and in its plural the same as "Statements of Work".</p>
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Key Individuals:	Name	Party	Title

Call Off Contract Charges (including any applicable discount(s), but excluding VAT):	<p>The total value of this Call-Off Contract is £40,000,000 (forty million pounds sterling) which includes all charges associated with the delivery of the Services, including the CCS 1% management fee. This is exclusive of VAT. This total value applies during any enabled extensions. The Client does not commit to spending up to this value.</p> <p>Charges will be agreed on a Brief-by-Brief basis between the Client and the Agency. The Agency will ensure the charges are based on the established Schedule of Rates for this Call-Off Contract in Schedule 10 (Call-Off Contract Charges) of the Call-Off Contract Terms. The Agency must not exceed these rates but is encouraged to offer discount where possible.</p> <p>The Agency will not apply a mark-up or management fee to any costs incurred via provision of the Services through a partner agency or a subcontracted agency. The Agency will ensure all rates of partner agencies or subcontracted agencies are in line with the Schedule or Rates in Schedule 10.</p>
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	All other costs applicable to each Brief will be agreed between the Client and the Agency at the time the Brief is agreed.
Liability	<p>Agency Liability: For the purposes of 18.3(a), (b) and (c), the figure specified in the Letter of Appointment shall be £12,500,000</p> <p>Client Liability: see Clause 18.5 of the Call-Off Terms</p>
Insurance Requirements	<p>Additional public liability insurance to cover all risks in the performance of the Call-Off Contract, with a minimum limit of £2million for each individual claim</p> <p>Additional employers' liability insurance with a minimum limit of £5million indemnity</p> <p>Additional professional indemnity insurance adequate to cover all risks in the performance of the Call-Off Contract with a minimum limit of indemnity of £1million for each individual claim</p>
Client billing address for invoicing:	<p>Department for International Trade</p> <p>c/o UKSBS, Queensway House, West Precinct, Billingham, TS23 2NF</p> <p>Email: ap@uksbs.co.uk</p>

GDPR	See Call-Off Contract Terms and Conditions Schedule 8 (Authorised Processing Template)
Alternative and/or additional provisions:	<p>The following Schedules have been appended to the Call-Off Contract Terms and conditions:</p> <ul style="list-style-type: none"> • Schedule 9 – Agency Response • Schedule 10 – Call-Off Contract Charges • Schedule 11 – Agreed Brief Format Template • Schedule 12 – Travel & Subsistence • Schedule 13 – Governance & Contract Management • Schedule 14 – Performance Management Framework • Schedule 15 – Approved Subcontractors List • Schedule 16 – Commercially Sensitive Information

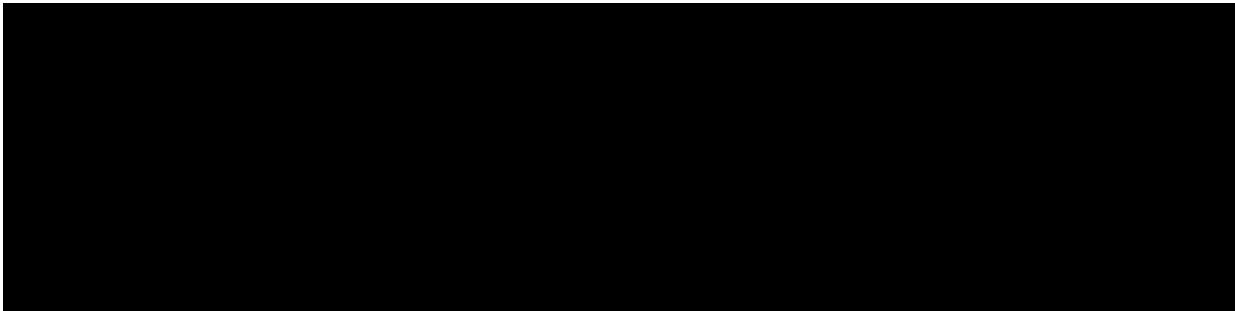
FORMATION OF CALL OFF CONTRACT

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.

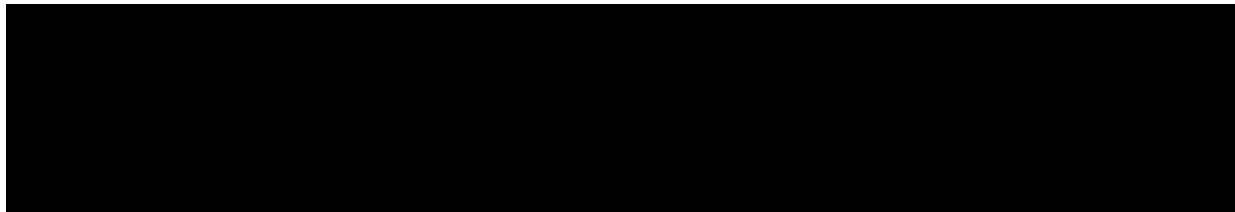
The Parties hereby acknowledge and agree that they have read this letter and the Call-Off Terms.

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 Client: The Secretary of State for the Department for International Trade



For and on behalf of the Agency: M&C Saatchi (UK) Ltd.



ANNEX A

CLIENT BRIEF

1 GENERAL

This section sets out:

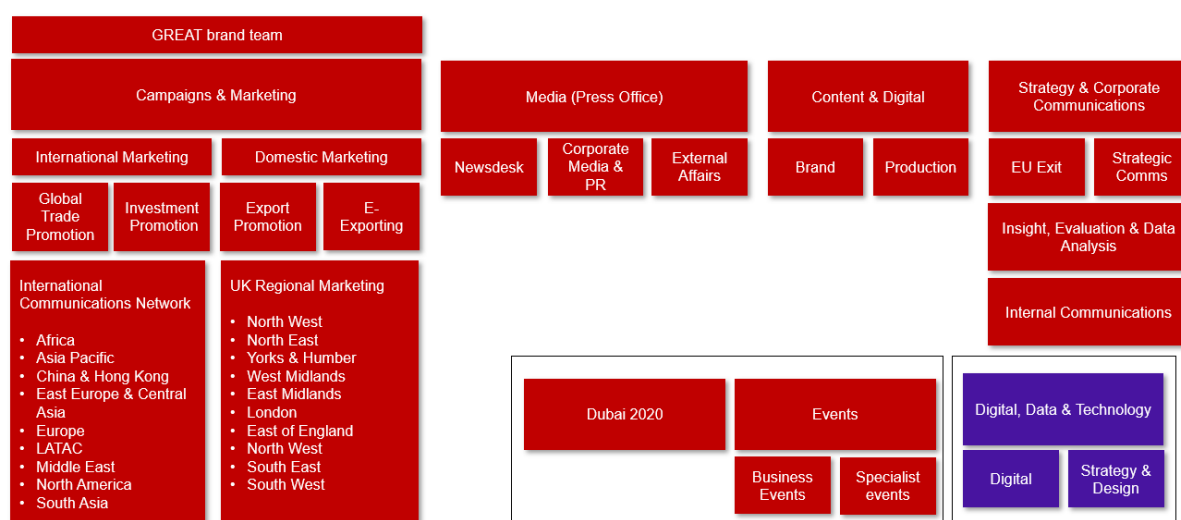
- The accountabilities of DIT, the Client; and
- The “Agency requirements” for this procurement. Please note that these are mandatory service requirements that the “Agency” is expected to meet and provide.

2 DIT MARKETING ACTIVITY

Overarching

- 2.1 The Client’s Communication & Marketing (C&M) directorate and Digital, Data and Technology (DDaT) directorate support the departmental mission to promote and increase UK exports, and promote the UK as a place for investment. The focus in 2020 onwards will be by audience:
- 2.1.1. Domestic: UK businesses who wish to seize the opportunity of exporting overseas and stakeholders in the UK Trade debate. Campaigns will aim to drive supply of UK businesses exporting. Previously campaigns have included Exporting is GREAT and E-Exporting is GREAT.
- 2.1.2. International: Overseas business investors or buyers who are likely to invest or procure goods and services. Campaigns will aim to drive demand for the UK. Previously campaigns have included the Invest in GREAT, Global Trade Campaign and GREAT International Trade Campaign.
- 2.2. The Client also has the scope, where needed, to deliver new or different campaigns to reach the right people and businesses that help it to achieve its goals; for example relating to potential future Free Trade Agreements with other countries and campaigns linked to government policies (e.g. Freeports).
- 2.3. The Client consists of any communication or marketing requirement across the Department for International Trade and Other Government Departments (OGDs) with an aligned requirement. The DIT Communication & Marketing directorate is the lead directorate in managing work within scope of this contract and be the gatekeeper for other directorates (and OGDs) to leverage this contract. The other major stakeholder is the Digital, Data and Technology directorate.

- 2.3.1 The Communication & Marketing directorate is an international network of communication and marketing professionals, with 150 staff in the UK, 65 staff at post across 22 countries. Current capabilities within the directorate include strategy, insight, marketing and campaigns, press and media, content and digital, events, social media, internal communications, public affairs, and evaluation.



3 AGENCY SUPPORT FOR DIT MARKETING – CURRENT MODEL

Current Model

- 3.1 The Client has previously procured contracts that focus on one specialist function (i.e. creative, planning, production etc.) and has also limited certain contracts to just domestic or just international campaign work. Aligned to an audience-based approach and Major Communication Projects (MCPs) that link to the Department's core objectives, the Client has reviewed its approach to working with agencies.

4 NEW MODEL

- 4.1. The Client's ambition is to have a streamlined Agency group model with a suite of capabilities available with a lead strategic Agency at the helm. The need for a domestic campaign that feeds directly into an international campaign, as well as consistency of messaging, is paramount.
- 4.2. The scope includes a set of core services (Tier 1) that are an ongoing and vital requirement across all marketing work.
- 4.3. Tier 1 services can be delivered directly by the Agency, or through partners in their group; subcontracted companies on this or other frameworks; or subcontracted

partners elsewhere. However, they are core services and the Agency needs to be able to deliver these across all campaigns from commencement.

- 4.4. The scope of this contract also includes a set of specialist functional requirements (Tier 2), that the Client may need to use on a project-by-project basis both domestic and international. The Agency once again can deliver this themselves; or through partners in their group; subcontracted companies on this or other frameworks; or subcontracted partners elsewhere. Where a Tier 2 service is not a part of the Agency's core business, the Client encourages the Agency to fully utilise its supply chain to identify a suitable specialist partner to deliver the Client's Tier 2 requirement on its behalf.
- 4.5. The Client reserves the right to separately procure Tier 2 services elsewhere. Regardless of whether Tier 2 services are provided directly by the Agency, by a partner or subcontractor of the Agency, or by an agency separately procured by the Client, the Agency is (on request of the Client) responsible for:
- Briefing Tier 2 service providers where they are delivered via a subcontractor;
 - Providing all necessary contextual information and insights to the Tier 2 service provider for them to deliver the highest quality outputs where they are delivered via a subcontractor;
 - Ensuring delivery of projects to time and on budget;
 - Ensuring high quality outputs from Tier 2 service providers where they are delivered via a subcontractor;
 - Providing updates to the Client on schedules, budgets and project management.

Where the Client is managing projects directly with a separately procured Tier 2 agency (or a Tier 3 Agency – see model), the Agency may be called on to:

- Provide insights to that subcontracted Tier 2 service provider;
 - Be involved in working groups; and
 - Any other support as required.
- 4.6. For any subcontracted services at Tier 2, the Client expects a significant number of these agencies to be Small and Medium Enterprises (SMEs), and encourages, where needed, partnerships or subcontracts with agencies on the Communication Services Framework (RM3796) to deliver these requirements.
- 4.7. To comply with [Procurement Policy Note \(PPN\) 01/18](#), if, during the life of the contract, the need arises for the Agency to let a new subcontract for any service from this contract, or re-subcontract any part of the services, and the subcontract is £25,000 or more, the Agency must advertise this opportunity on the Government Contracts Finder website. (Please note this does not apply to subcontracts established as part of the bidding process).
- 4.8. The Client requires that the Agency procures any subcontract (regardless of value) in a transparent and fair manner and allows the involvement of the Client in the procurement of any subcontract if the Client requests it.

- 4.9. Figures 1 to 3 below shows how the Client visualises the structure of the Tier 1 and 2 services in relation to out of scope services and in-house DIT services:



Figure 1 - DIT Marketing Agency Support Model – Tier 1

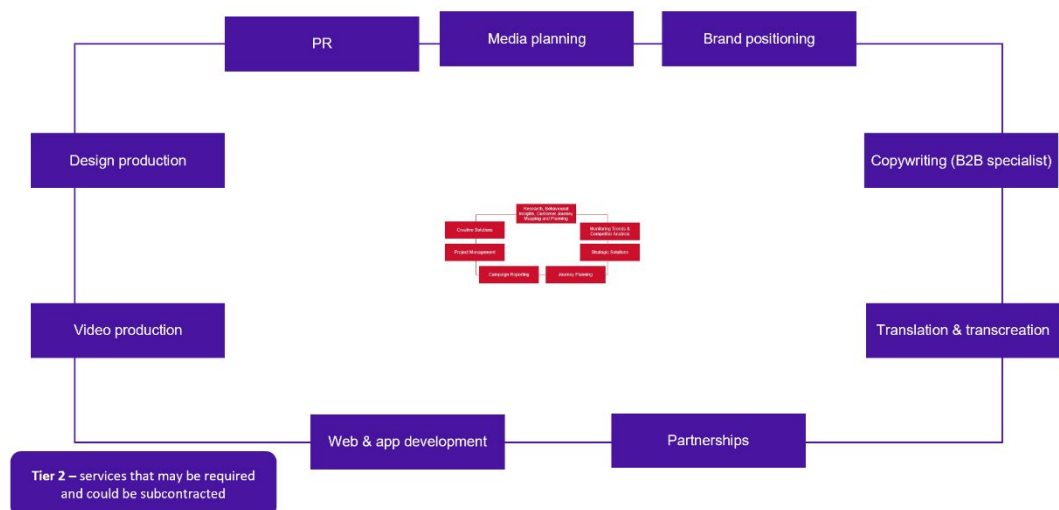


Figure 2 - DIT Marketing Agency Support Model – Tier 2

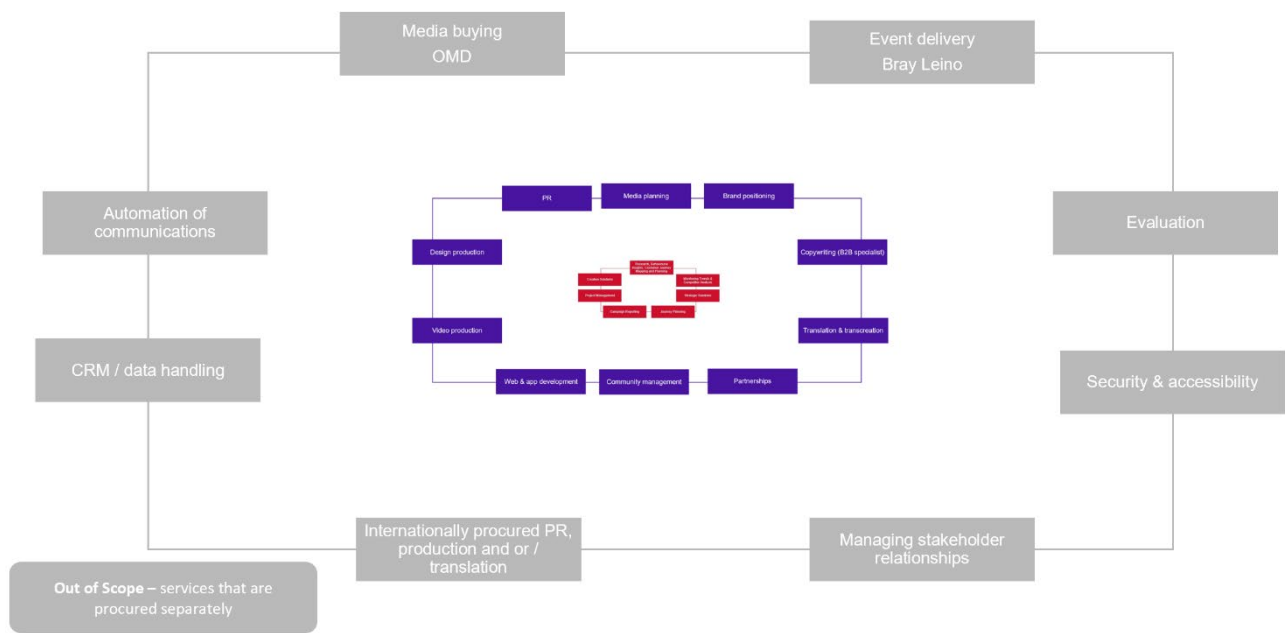


Figure 3 - DIT Marketing Agency Support Model – Out of Scope

DIT Responsibilities

4.10 The Client's Communication & Marketing Directorate has responsibility:

- To Manage:
 - Projects via the main stakeholders leading the management under this model, potentially including a domestic lead, international lead and a Major Communications Project (MCP) lead. These people will be the main points of contact for the Agency, on a project basis. This may change through the life of the Contract.
 - The Agency's performance to ensure the approaches recommended are delivered in a timely manner and meet our requirements.
 - Internal stakeholders within DIT to ensure the model is used correctly.
 - Clear domestic and international goals so the Client can ensure that both objectives are met.
- To Provide:
 - Clear briefs that provide the Agency with all the information required to deliver the brief.
 - Where subcontracting arrangements exist at Tier 2, goals around the management of Tier 2 Agencies to ensure collaboration.

- Minimum spends around the model to ensure it is used efficiently.
 - Existing Departmental insights.
 - To Perform:
 - Setup quarterly feedback sessions that cover both Tier 1 and Tier 2 services, including any subcontracted/partner agencies, to evaluate the model and identify any challenges.
- 4.11 The Agency must refer to Annex B of Schedule 13 of the contract – (Ways of Working and Agency Management) for further clarification on the proposed way of how the Contract is to operate.

5 AGENCY CORE REQUIREMENTS – TIER 1

5.1. (A) Research, Behavioural Insights, Customer Journey Mapping and Planning

The Agency is required to provide evidenced insights and develop these to actionable strategies and tactics for both online and offline interventions and activities. The Agency needs to demonstrate its ability to provide strategic solutions/journey planning, including consideration of the Client's owned channels. The Client wants to ensure that all activity going forward is driven by insights from the following list. Some may be services procured from the Agency, but they may also be gathered from the Client's internal work or third-party agency as part of the evaluation process.

- **Behavioural insights** – insights into our audience's attitudes, behaviours and perceptions that help inform our strategic thinking and develop our planning and creative routes.
- **Customer Journey Mapping** – provide clear and in-depth analysis into our audience's journey; identifying strategic moments for interventions and how audiences interact with our owned, earned and paid media channels.
- **Planning** – strategic thinking about our owned and earned channels and how we can optimise these.
- **Research** – it is vital that all our activity has been tested and is driven by insight. This can be a combination of existing DIT insight and insight that is commissioned.

Client Accountabilities

The Client will work with the Agency to share existing research/insight. The Insight & Evaluation team will also be in regular contact with the Agency to ensure consistency and alignment across all projects.

5.2. (B) Monitoring Trends & Competitor Analysis

The Agency is required to provide regular insights and learnings into the Client's defined audiences and recommendations on how these learnings can be applied to strategic approaches. The Agency will monitor owned, earned and paid social channels and provide feedback and insights, along with deeper analysis and sentiment tracking analysis across our key stakeholders, advocates and competitors. The Agency will also help define domestic and international trends, along with external horizon scanning for key industry reports to help shape our strategic communications and priorities.

Client Accountabilities

The Client will outline the key sectors and markets we want to focus on domestically and internationally. The Client will liaise with the Agency on existing organic social activity along with any monitoring dashboards currently used.

5.3. (C) Strategic Solutions

The Agency is required to develop strategic communication solutions for domestic and international audiences engaged in the export, trade and investment debates. These communications go beyond typical campaign messaging and include wider, more corporate strategic communications with external stakeholders that can be used for different projects and events.

The content will focus on Government to Business and Government to Government audiences, however, may not be limited to these over the period.

Client Accountabilities

The Client will liaise with internal stakeholders to ensure alignment of overarching activities and objectives and feed this back to the Agency.

5.4. (D) Journey Planning

The Agency is to provide clear journey/channel plans that incorporate strategic thinking and how this can be applied to teams within the Client's organisation rather than solely focusing on paid media approaches; this can incorporate existing Client research. Where a Tier 2 service is subcontracted, the Agency is required to collaborate with any Tier 2 agencies to develop this journey.

The Agency is required to look at the bigger picture of the Client's channel/journey planning, rather than focusing solely on the paid channel mix or creative route. Channels that may be included within this planning are (but not limited to) Events, Public Affairs and other owned and earned channels. Proposals may include collaboration via Tier 2 services (including any of those that are subcontracted).

Client Accountabilities

The Client will inform the Agency of existing channel and journey knowledge and coordinate any out of scope agencies when necessary.

5.5. (E) Campaign Reporting

The Agency is responsible for coordinating and delivering all quarterly Post Campaign Analysis (PCAs), and where subcontracted, combining reports from all relevant Tier 2 agencies. The Agency will also lead on the creation of campaign metrics, key performance indicators (KPIs) and benchmarks to align all channel activity (with the assistance of the specialist Tier 2 agencies where they have been subcontracted).

The Agency is responsible for delivering the PCAs to the Client and liaising with any Tier 2 agencies (where they have been subcontracted) to ensure analysis is delivered as one consistent piece rather than by each agency separately.

The Agency IS responsible for ensuring that all benchmarks, KPIs and metrics are met across both tiers of services.

Client Accountabilities

The Client will confirm all data required along with any out of scope partners that should be involved with the PCA.

5.6. (F) Project Management

The Agency is responsible for liaising with and managing the provision of Tier 2 services, whether that be through themselves, a partner agency or a subcontractor. The Agency will provide the Client with the relevant briefing documents for all partners, ways of working guidelines for all parties to adhere to, organograms of key contacts across DIT, Tier 1 and Tier 2 services, critical paths, stakeholder maps and finance documents.

Where a Tier 2 service is subcontracted or provided through partner agency, the Agency is expected to create and maintain good relations with all Tier 2 agencies and lead the management of the relationship. The Agency should ensure the Tier 2 agencies (where they are not the Agency) are involved with all relevant projects and it is their responsibility to brief them

Client Accountabilities

The Client will have three main stakeholders, with a minimum of two leading on any project. These stakeholders include a domestic, lead, international lead and a representative from a Major Communications Project (MCP). The domestic and international leads are responsible for ensuring that work briefed into the Agency is done to a high quality. They will also act as gatekeepers to the department. Other key stakeholders will include both the Director for Marketing and Campaigns and Deputy Director of Marketing.

5.7. (G) Creative Solutions

The Agency is responsible for the development of all domestic and international hero creative and associated guidelines, informed by the strategic communications and plans previously defined. The Agency is required to develop accompanying brand or creative guidelines and share with the Marketing and Content & Digital teams.

Client Accountabilities

The Client will liaise with internal stakeholders to confirm working capabilities internally. The Client will sign off hero creatives with internal stakeholders (such as the Content & Digital team) ensuring that all creatives align with the GREAT guidelines and ensure consistency across all creatives.

6 SPECIALIST REQUIREMENTS – TIER 2

In addition to the core, tier 1 services provided by the Agency, the Client also has a set of tier 2 services that it considers specialist. It is up to the Agency how they provide these services (themselves or through a subcontracted partner). However, where a Tier 2 service is not a part of the Agency's core business, the Client encourages the Agency to fully utilise its supply chain to identify a suitable specialist partner to deliver the Client's Tier 2 requirement on its behalf.

The Agency must take note of any Key Performance Indicator (KPI) set by the Client linked to engagement with SMEs as part of their supply chain.

6.1. (A) Translation, Transcreation & Proofreading

The Client may require translation, transcreation and proofreading in multiple languages. The Client may require the Agency to provide these services across some or all of the required languages, but may also require that the Agency coordinate with additional agencies overseas who will provide certain languages where separately procured by the Client locally. In this case, the Client will require the Agency to have the capability to coordinate and liaise with these local translation, transcreation and proofreading services contracted by Post overseas to ensure consistency across the work and delivery to deadline.

It is the Agency's responsibility to manage the relationship with any local agencies and raise any concerns with the Client and ensure all communication/messaging is consistent across the different regions.

Client Accountabilities

The Client will liaise with international stakeholders to ensure the procurement of international services and inform the Agency once these have been procured.

6.2. (B) Copywriting (B2B Specific)

The Agency is required to develop copy appropriate for Government to Business (G2B) and Government to Government (G2G) audiences, with strong attention to detail. This will range in formality from campaign messaging to corporate stakeholder communications. The content will need to be appropriate for domestic and international audiences and the Agency is responsible for liaising with international teams when necessary.

The Agency is responsible for ensuring consistency across all communications, with strong attention to detail. The Agency will need to liaise with both domestic and international teams.

Client Accountabilities

The Client will confirm internal capabilities and liaise with the Agency the scope of the requirements.

6.3. (C) Brand Positioning

The Agency is required to help frame the Client's tone of voice and how we can adapt this to a campaign and stakeholder level. The Agency is also be required to understand the values of the wider GREAT campaign, how the Client can adapt it for use while also contributing to the overall values of the campaign.

The Agency will need to demonstrate a clear understanding of who DIT are, what the GREAT campaign stands for and how we use it while continuing to build on the brand and what it represents.

Client Accountabilities

The Client will liaise with internal stakeholders (such as the GREAT team) to ensure work is in accordance with the GREAT guidelines.

6.4. (D) Web & App Development

This service includes any changes that would be made to the Client's site or customer journey online across the domestic and international pages including any back-end updates (for example to amend our Search Engine Optimisation – SEO or data management), web analytics insights such as Google Analytics and any development on additional government pages such as Aventri (Aventri is the event planning tool used by the Client to promote and manage international, local and online events).

The Agency is required to support the Client with any proposed amendments to the site (domestic and/or international) along with any additional government pages such as Aventri. The Agency will need to liaise with internal stakeholder to ensure all updates are in accordance to guidelines and data regulations.

Client Accountabilities

The Client will maintain ownership of all Government websites and liaise with internal stakeholders as and when changes are needed, ensuring consistency across the updates and that they are in accordance with guidelines and data regulations.

6.5. (E) Partnership Marketing

This service refers to all types of partnerships and not just paid media. The Agency will support key aspects of the Client's partnerships-making, including scoping/brokering new partnerships, producing insight-led strategies and implementation plans delivering/evaluating activity across several internal Client teams.

The Agency will develop and implement a compelling offer for domestic and international partners that will allow the Client to work with a greater variety of partners. This may include development of new partnerships as well as the nurture of existing, and the creation of bespoke materials and resources for partners.

Client Accountabilities

The Client is accountable for defining all existing private sector and business partnerships that the Agency could support.

6.6. (F) Design Production

The Agency is required to work with the Client's Content & Digital team to work on delivery of various artwork sizes required for channel plan, particularly where required at speed.

Any creative work produced by the Agency needs to adhere to the Client's brand and creative guidelines. The Agency should liaise with the relevant stakeholders from the start of any production project to ensure compliance.

Client Accountabilities

When design production is required, the Client will liaise with internal stakeholders to confirm working capabilities internally and confirm scope of work along with the exact requirements with the Agency.

6.7. (G) Video Production

The Agency is required to assist with/supply bespoke film and video outputs as required as well as capability to supply freelance crews to supplement internal teams. This needs to be applicable for both domestic and international production.

The Agency is required to work with the Client's internal stakeholders in the development of any video production ensuring that it adheres to the Client's brand and creative guidelines. Video production may include, but is not limited to -

- Documentary style brand content
- Animations
- Event filming (including live streaming)
- Scripted content
- Video News Releases

This includes all pre-production (story research, creative development, shoot and crew planning, contributor engagement, pre-production interviews and logistics) production (kit hire, relevant insurances, responsibility for release forms and approvals) and post production (edit, edit producers, colour grading, motion graphics and sound dub).

Client Accountabilities

When video capabilities are required, the Client will liaise with internal stakeholders to confirm internal working capacity and confirm the exact requirements needed with the Agency which could cover domestic or international (or both).

6.8. (H) Media Planning

The Agency is required to plan activity for both domestic and international audiences. Where this service is subcontracted, the subcontracted agency will need to work with the Agency to demonstrate combined strategic thinking across all DIT offline and online channels, encompassing owned, earned and paid channels.

The Agency is required to demonstrate strategic planning capability for both domestic and international markets. The Agency is expected to work collaboratively with the Media Buying agency (Tier 3, out of scope service), coordinating and liaising with each other on proposals when necessary to ensure consistency. The Agency is responsible for providing buying briefs to the Media Buying agency. The Client will not manage this relationship.

Client Accountabilities

Where the service is subcontracted for, the Client will run regular reviews to ensure both parties are working together collaboratively.

6.9. (I) Public Relations (PR)

The Client's PR requirements are both domestic and international. Any PR work will be done in collaboration with the Client's in-house Corporate Media & PR team (part of Media / press office).

Internationally this would include:

- Internationalising content that's been created for UK media outlets
- Delivering international coverage when a separate procurement does not exist (e.g. ministerial visits)
- Working with any international (local) PR agencies and / or Foreign and Commonwealth Office press officials to ensure consistency of core message and build additional local contacts (not translation)

Domestically:

- Liaise with stakeholders from within the Client's organisation to identify and develop stories for placement in national, regional and trade press.
- Develop a strategy for earned media that compliments the broader domestic activity. (Earned media strategy should be multi-channel and consider all supporting media outputs (e.g. bespoke photography and video)).

- Respond to briefs for PR moments as required

PR solutions proposed by the Agency should be actionable by the Client's major overseas markets which encompasses brand, low cost/no cost PR, stakeholders and partnership marketing while ensuring consistency across all content.

Client Accountabilities

The Client will liaise with internal stakeholders (domestic – press team, international – local Posts overseas) to define the scope of work required.

6.10. (J) Future Requirements

The Client wishes to remain flexible during the contract period and there may be additional services required that are currently unforeseen on a domestic and/or international front that will fall under the umbrella of the directorate. These may include (although not limited to):

- **Surge Resourcing** – the Client may require additional resource to assist with projects on a case by case basis. This could be additional desk support, or the need of a more specialist skillset not currently held by the Client.
- **Canvassing Stakeholders** – the Client may require additional resource to assist to help with desk research to build out a list of key stakeholders and advocates we can liaise with in relation to the US Free Trade Agreements (FTAs).
- **Community Management** – the Client manages their social channels in house, but scope exists for some aspects of this (e.g. closed groups) to sit within an Agency. A wider requirement may be support in the area of growing and managing a programme of national advocates, both online and offline.
- **Virtual Reality (VR)/Augmented Reality (AR)** – the Agency may be required to demonstrate VR/AR capabilities if needed on a domestic and/or international front.

If/when necessary, the Agency will respond accordingly to the Client's additional requirements, managing expectations of timelines and cost.

If the Agency is providing additional resource to source new stakeholder/advocate relationships, the Agency will accept that any contacts gained or built belong to the Client and not the Agency.

Any community management capabilities that are utilised need to demonstrate an overarching strategy that can be applied to all channels while ensuring consistency across hero messaging.

Client Accountabilities

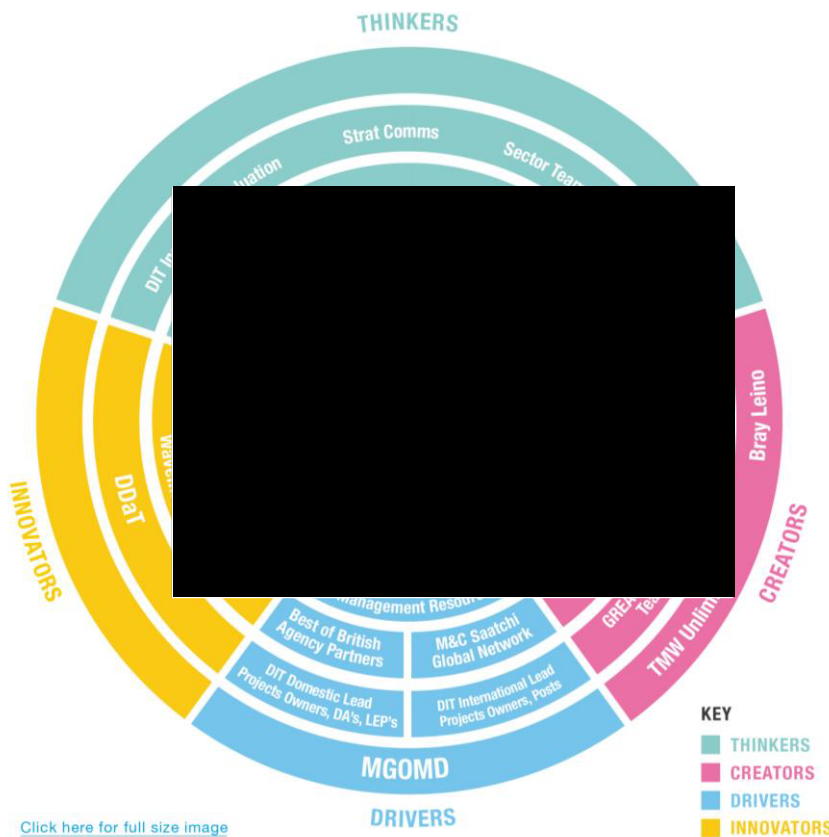
The Client wishes to remain flexible to future demands and will confirm scope of work required with internal stakeholders on a case by case basis. Once confirmed, the Client will clearly outline to the Agency what specialist support is needed along with timelines

and deliverables of the project. If any canvassing is required, the Client will own all stakeholder relationships.

ANNEX B
AGENCY PROPOSAL

A TEAM TO DELIVER RADICAL CHANGE FOR DIT (A)

This proposal is submitted on the day the UK leaves the European Union. Our proposal reflects the new brand of thinking in Government – new energy that embraces the nation, supports ‘levelling up’ and drives growth. We will take responsibility for change and support DIT in shaping the next era of UK international trade promotion.



A new organisational structure:

A new team to address the new world:

Thinkers (a richer set of strategic skillsets),
Creators (more, different types of talent),
Innovators (the best and newest technologies), and
Drivers (delivering agreed project outcomes).

Client and agency in union:

This is not just an agency team structure. It brings together talents from across tiers 1, 2, 3 and 4 into a single operating team. It will eliminate silos and foster collaboration with shared aims, ensuring cohesion between DIT, its internal specialists and the wider agency network (including tier 2 services contracted independently by DIT).

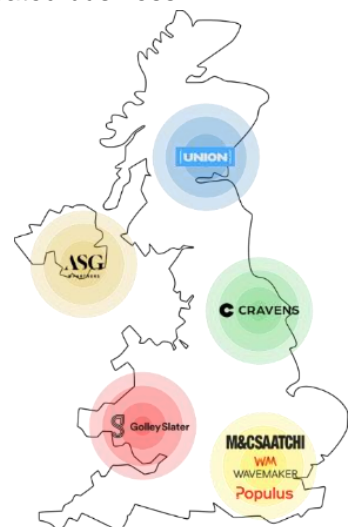
A senior Core Team:

This Core Team will work directly with DIT’s marketing leadership team. Dedicated business directors for international and domestic will work hand-in-hand with DIT to harness the resources of the **Thinkers, Creators, Innovators** and **Drivers** to ensure integrated delivery using a matrix way of working.

A new centre of gravity, from Channel-led to Outcome-led working: Our new operating model will ensure that the right resources can be deployed to meet the desired objective, these could be international or domestic and in any channel. Our ability to operate in this way has been enhanced by bringing new skills into our company, including: customer journey specialists, technologists and, via M&C Saatchi Intelligence, access to data scientists and proven Performance Marketing tools.

Access to a collection of best-in-class specialists: We have partnership agreements in place with specialists who bring particular knowledge and skills: our research partner *Populus* and our media & data partner *Wavemaker*. Both represent the best in their field and are companies with whom M&C Saatchi and DIT have worked successfully.

Accessing UK regional insight and talent – Best of British: We have regional partners, if required, to support with local insight and activation in each home nation. Note: all are SMEs.



An international network combining creative centres of excellence with local media insight and delivery: M&C Saatchi, Wavemaker and Populus have a combined international network across all major DIT markets and HMTC regions. We make up a network of over 8,000 people in over 90 countries worldwide. Transcreation partner Creative Translation provides access to 3,000 in-market linguists with hubs in London, New York and Singapore.

MANAGING SUBCONTRACTORS AT TIERS 1 & 2 (B)

For occasional subcontractors: Written, project-specific scope of work prior to commencement; Statement of Work (to be signed off by the DIT Project Owner) containing a detailed description of services; delivery timetable; agreed cost inclusive of fees and payment terms. Best-of-three arrangements can be put in place for certain budget limits.

For key, regular subcontractors (e.g. Wavemaker and Populus): Establish clearly defined roles and responsibilities across all projects. Subcontractors will operate according to the same (transparent) remuneration framework agreed on an institutional level.

To ensure quality control, responsibility for each of these subcontractors will lie with the most senior party in charge of the four sections of agency resource:

Resource	Thinkers		Creators	Drivers	Innovators
Subcontractors	Populus Insight partners, including Wavemaker	Data Partners, including Wavemaker	Video, Photography & Design Production Companies B2B Copywriters (where outsourced)	Invoicing, cost control and SLAs for all Subcontractors Best of British Partners	Web/App Developers AR/VR providers

COLLABORATING WITH DIT SPECIALISTS AND THIRD PARTY AGENCIES (C) & (D)

A matrix working process for collaboration: Our new organisational structure brings together client and all Tier 1, 2, 3 and 4 agencies and specialists under a single unified model. This means that a team comprising the right resources (within DIT, M&C Saatchi and from agency partners) can be put together at the inception of any project, aligned on outcomes, to deliver the best results.

Co-location for seamless delivery - M&C Saatchi Inside: We will co-locate M&C Saatchi resource permanently inside DIT with scale and nature of the co-located team flexing as project needs change over time. This resource will act as a champion for cross-departmental/agency collaboration and will help embed understanding, improve agility and speed of response. This will be of particular importance when building relationships with Tier 4 in-house specialists, enabling regular and ongoing contact as well as information sharing.

A BRAND-NEW MI DASHBOARD TO OPTIMISE CAMPAIGN PERFORMANCE (E)

We will create for DIT an all-new MI Reporting Dashboard, comprising two separate functions:
Contract Management: Everything in a single, transparent portal from invoicing to workflow to status reports.

Campaign evaluation and reporting: PRISM, our new campaign optimisation platform will be built into the MI Reporting Dashboard, pulling in fast and slow data, to show DIT how the campaign is performing in real time. More detail on PRISM can be found in the response to question (3).

IDENTIFYING SUBCONTRACTORS (F)

The 'GREAT' collective: As well as already having a world class roster of production partners ready to go live from day 1, we propose a novel approach to identifying and selecting new suppliers where they are needed. We will manage a nationwide competition, on DIT's behalf, that will select a shortlist of SME talent to work on projects. It will comprise, for example, a Videographer, Illustrator, Animator, 4D and Immersive Experience Creator, etc. They represent the best of British. The roster will be reviewed annually.

Methodology

- We assessed the branding, positioning and messaging of the defined competitors
- We mapped their customer journeys, doing ‘mystery shopping’ for key services
- We assessed their data offering, ease of contact, search visibility and priority touchpoints
- We reviewed their media approach and creative output across all channels

How we selected competitors

We did nine deep dives into direct competitors, defined as follows:
Risk: countries that compete most directly for the UK’s market share
Opportunity: countries where there is the biggest opportunity for the UK to steal market share
Best Practice: best practice in the field of Trade & Investment promotion, from whom we believe there is the most to learn

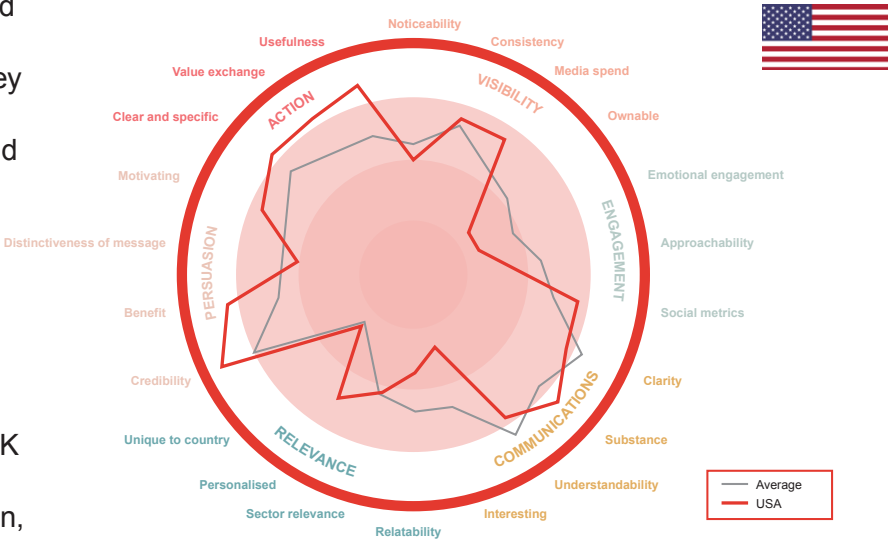


Analysing their performance

We mapped out brand behaviour across six categories relevant to the customer journey, each containing measurable criteria.

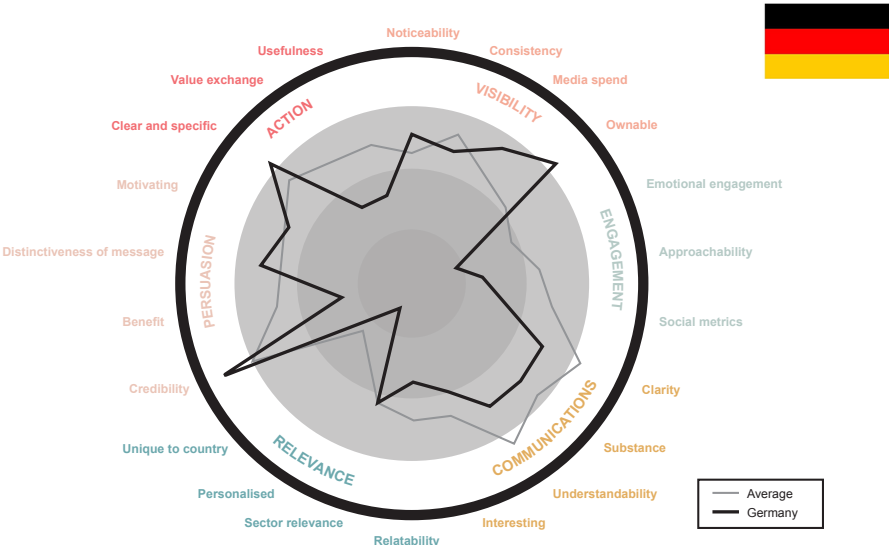
Visibility	Noticeability Consistency	Media Spend Ownability
Engagement	Emotion Approachability	Social metrics
Communication	Clarity Substance	Intelligibility Interest
Relevance	Relatability Relevance	Personal Unique
Persuasion	Credibility Benefit	Distinctive Motivation
Action	Clarity Utility	Value exchange

In-depth Country Analysis



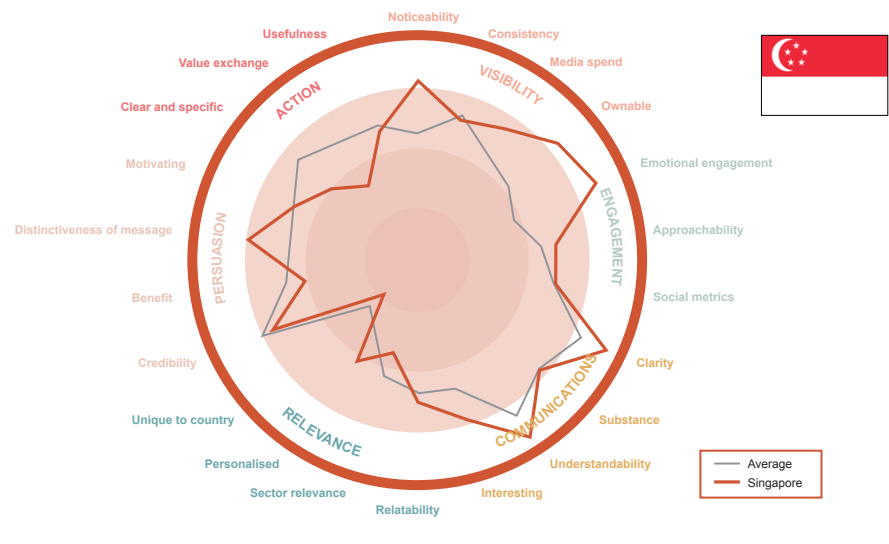
Event-driven approach leaning on history of innovation

- Select USA events are a key component of activity, capturing and repurposing talks as content for the website
- Clear in terms of ask of audience, the value exchange offered and the utility provided
- Examples being the ‘Cost of Ownership Estimator’ and the ability to benchmark key offers (e.g. Capex, taxation) against any economy globally
- Largest advertising spend in Mexico
- Relies on credibility and substance of country proposition, further substantiated by partnerships such as Harvard Business School, who deliver some of the online tools



Asserts position in Europe, focused on generating leads

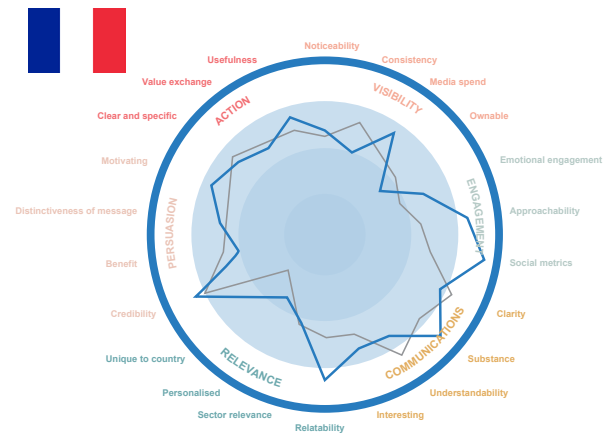
- Visible and ownable asset - Germany Works - carried through in all communications
- However, low emotional engagement, further evidenced through low interactions on social channels. Largest advertising spend in Holland
- Persuasion based largely on credibility of offer rather than communication of specific benefit
- Provides a bespoke ‘Brexit’ service with people who can be directly contacted. Webinars held live every week
- Industries handled at a subsector level – high degree of choice and detail
- Trade focus online is for exporters, its doesn’t directly address the buyer audience – tenders for exporters published online



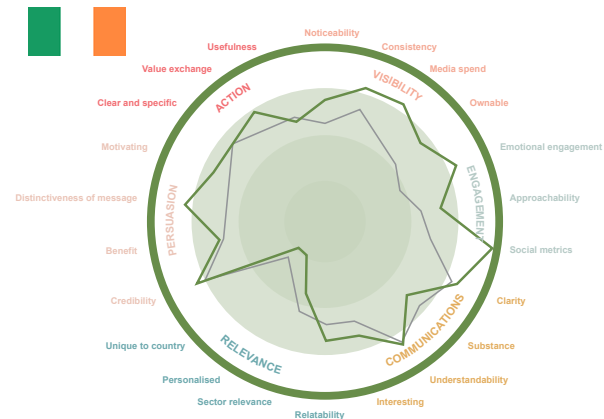
Start-up focused messaging telling stories of Singapore

- Significant engagement due to emotional approach
- Positions the ‘Singapore Story’ as success against the odds. Showcases business that are doing the same in Singapore
- Case studies are witty, captivating and well made. They create a sense of excitement and opportunity.
- Falls short in providing utility and value exchange
- Visible in terms of both media spend and distinct nature of approach
- Largest advertising spend in Germany

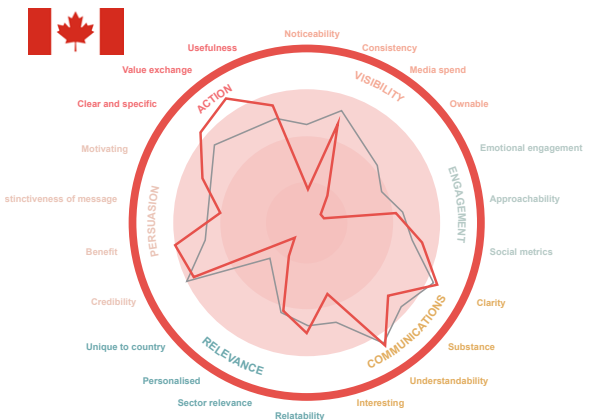
Topline Country Analysis



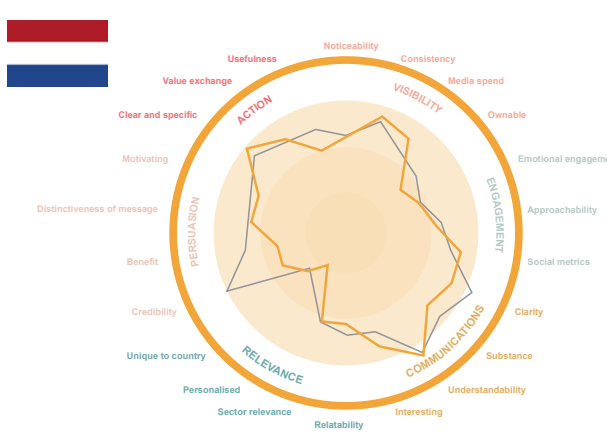
Strong social engagement, takes a country targeted approach, promoting supplier events and skewing towards trade promotion



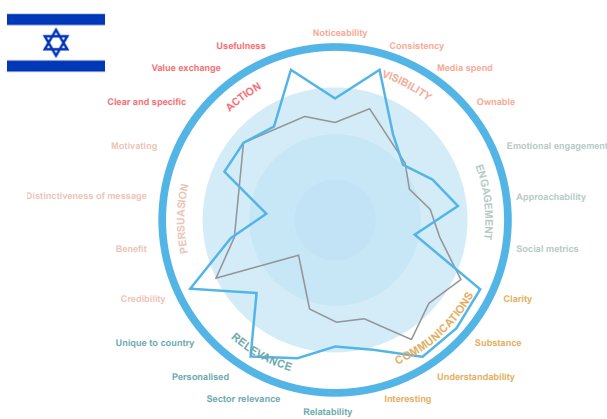
Communicates services with value, e.g. 'The landing space' Purpose built office space for companies wishing to make a fast entry.



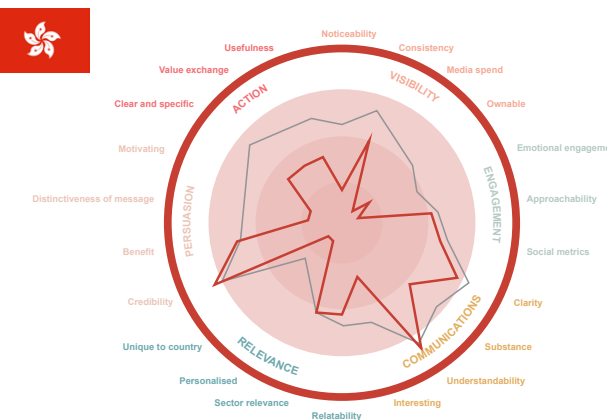
Focuses on their key themes; access to the Canadian and US markets, great talent and political neutrality and stability



Running an international farming campaign to promote competitive advantage of the Netherlands agrifood and horticulture supply chains to potential global partners



Website UX is best-in-class delivering on their investment promise of 'ease' with a suite of helpful support tools



InvestHK utilizes credentials in financial sector and as a gateway to Asia. Event focused

Sector Analysis

Life Sciences - Opportunity to elevate incentives and networks
Emphasis on **available talent**, particularly at PHD level, and in STEM occupations.
Size of domestic market key point of communication - e.g. Germany emphasises number of hospitals, and **number of people in market for specific drugs** (e.g. diabetes).
Specificity around sub sectors communicates specialism - e.g. the **US splits out its specific drugs markets**.
Incentives are hidden - Canada has investment programs and affiliate bodies, but all link out to third party before relevancy established.
Events are more easily discovered through third parties and conference organisers, rather than specifically promoted by promotion agencies.
Non-for-profit industry organisations funded by the Government, such as GenomeCanada provide a deeper understanding of the market opportunity than the promotion agency.

Financial and Professional Services - Combine innovation culture and regulatory environment
FinTech and Financial Services positioned separately. The latter focuses on sub-sectors, whereas the former majors on innovation. Hong Kong is particularly strong on FinTech, using norming to make the latest FinTech developments feel safe and established in the territory.
Focusing on sector specific finance opportunities can bring to life opportunities. For example Ireland pulls out its specialism in Aviation Leasing, providing stature to its overall sector proposition.
Professional services are not featured prominently by many competitors. Germany promote a "Corporate services" sector, but it is nebulous and unspecific in its offer (mostly IT, not specialist areas such as law).

Technology - Make relevant to other sectors to drive relevance
Tech is intangible, so talk about tech success stories with an angle
It's important to find something distinctive about your tech offer, as tech in and of itself has no clear identity.
Marketing most successful when delineated down vertical market lines. For example Holland does this well in the context of green mobility. They find a content pillar and then build a rich case around it rather than spreading the messaging too thin.
Content clearly aimed at startup businesses is key in this sector, particularly given the area of the world of tech the UK is shooting for. Hong Kong do this with particular strength, building an annual calendar moment around this in StartUp Festival supported by a distinct startup brand "Startmeup.hk".

Creative - Create value in "UK creativity" across all sub-sectors
Is not a widely promoted key sector - for example Germany and Singapore. Is promoted by Hong Kong (film heritage), but not by Ireland, enhancing the strength of Northern Ireland as the creative hub on the island.
Creativity covers a wide array of sub-sectors that might not see themselves as similar to one another. The USA promotes "**Media & Entertainment**" as a sector, as does Canada, which is more direct (e.g. music, film, publishing), but without the implied benefit of creativity.
Canada is one of the UK's biggest rivals for video games, giving particular focus to both the titles developed in the country (e.g. FIFA), the number of jobs it supports (220k) and the number of studios it is home to (692).

Be Distinct	Convey Benefits	Have a point of view
<p>A sea of sameness: There are well-worn territories in trade and investment promotion. “Right place, Right time” takes you to the Republic of Ireland, whereas ‘The right place. The right people’ will take you to Israel. Canada promotes itself as ‘#1 most attractive country for entrepreneurs’, the USA claims ‘#1 country for entrepreneurship’. And Israel is ‘a competitive nation of entrepreneurs’.</p> <p>Everybody has a top claim: Countries choose the most convenient measure from rankings. Germany is top 5 for infrastructure according to WEF. Canada “air transport infrastructure is the best in the world”. France has Europe’s leading business aviation airport.</p> <p>Thematic positionings cut through better : ‘Germany Works’ crystallises their engineering heritage into a broader platform. France is seeking the same effect with ‘Créative France’.</p>	<p>Most countries are inward looking, promoting features not benefits: The narrative of ‘Germany Works’ explains different ways Germany works across sectors, rather than benefits to partners. France suffers a similar problem. Le French Fab film promises a ‘solutions revolution’, but then lists French achievements without elevating them to a benefit.</p> <p>In North America the picture is different: Whilst both Canada and the US lack a thematic positioning, their marketing focuses more on the end benefit. For investors, Canada’s promise is “your business expansion destination”, followed by reassurance of ‘reduced risk’. The USA uses benefit-led messaging throughout comms. For example, ‘Select USA’ qualifies the investment offering with clearly laid out reasons to invest.</p>	<p>Some countries generate engagement with a strong point of view on the world: The Netherlands frame their Trade & Invest opportunities as solutions to societal challenges. Their website sets out a position on social justice issues; content promotes stories of businesses making positive impact; their blog extends this with articles on “Using data for positive impact” and “Water as leverage: solutions to water related challenges”.</p> <p>Countries investing in long form content: Israel provides depth on key issues and key sectors. Beyond its digital presence, it ensures offline interactions are rich too. They host conferences which bring together academics, industry thought leaders, policymakers, researchers and entrepreneurs.</p>
<p>Concluding Insight: Being thematically distinctive beats rational claims of differentiation</p> <p>There is a gap in being distinctive and simple. The UK has a strong start with GREAT, a highly recognisable asset. To be distinctive we must instil GREAT with meaning relevant to a post Brexit, changing world, not falling back on marginal differentiators.</p>	<p>Concluding insight: Conveying benefits rather than features reflects an understanding of audience decision-making</p> <p>Investing and trading overseas is a significant business decision. More can be done to demonstrate the operational and competitive advantages to be derived from trade with the UK.</p>	<p>Concluding insight: Having a point of view as a country can create stand out and engagement</p> <p>A point of view on a sector can elevate a country, add value to the target audience and give a reason to engage frequently rather than as a passing visitor to their online presence. Credibility can be enhanced with partnerships.</p>
Share your data	Valuable interactions	System 1 > System 2
<p>Countries sharing data to help audience decision making: France has an attractiveness scoreboard that provides rich data on pillars of the French economy, from their FDI rates to labour productivity, employment rates and state expenditure.</p> <p>Countries using data for social norming : Germany publishes their FDI data, creating reassurance and norming the decision to choose Germany. The USA goes further and provides infographics which reveal the impact of FDI on different sectors, e.g. Agribusiness. They also publish online reports that present dense data in visually appealing ways.</p>	<p>Most countries lack a structured, simple customer journey: There is a tendency to supply information rather than guide potential partners through an intuitive and responsive journey relevant to their business, sector and needs.</p> <p>However, some countries do stand out for having specific tools that drive desired behaviour: Israel has a web app that allows users to start their investment directly through the website, by filling out a highly-chunked form which allows the app to identify personalised opportunities.</p> <p>Norway has a highly focused matchmaking tool focusing on sustainability opportunities.</p>	<p>Most countries prioritise rational over emotional positionings: Although the USA packages its features as benefits, it does so in a rational way. Its website is structured around rational reasons to invest (Invest Here, Grow Here, Succeed Here). Germany’s brand film positions it as the most rational choice for investors, by underlining the nation’s reputation for quality, efficiency and reliability.</p> <p>Only a minority deploy more emotional claims: Singapore uses ‘passion made possible’. It showcases individual stories of Singaporeans who have overcome adversity. It seeks to balance left and right brain decision-making.</p>
<p>Concluding Insight: Share your data and make it interesting to consume</p> <p>Business audiences are hungry for data. Manipulating it to add value to decision-making or to nudge behavioural change is a big opportunity.</p>	<p>Concluding Insight: Make every intervention a simple input with meaningful output</p> <p>Online and off, every interaction needs a value exchange clearly communicated and built in. Audiences are time poor so the process needs to be responsive to their inputs with an offer relevant to each stage of the customer journey.</p>	<p>Concluding Insight: Appeal to hearts as well as minds: System 1 trumps System 2</p> <p>The importance of British soft power is well understood. It creates emotional resonance. To build on this there is an opportunity to create a sense of magic to go with the mechanics of investing or trading with the UK.</p>

<p>We have permission to be <u>bold</u> in how we position the UK</p>	<p>Reframing trade and exporting as the road to sustainable <u>growth</u> unites all segments</p>	<p>How businesses self-identify is a key driver for behavioural change</p>
<p>Brexit has not had a negative impact on buyers/investors</p> <p>Favourability tracks higher across all markets than familiarity revealing a clear opportunity to exploit latent goodwill towards the UK</p> <p>There is a belief that “there is a lot of demand for British products and services around the world”, with an average agreement with statement of 78%</p>	<p>Domestically, more businesses see themselves in the market to grow, than in the market to export. Even if they do export they don’t always identify as an ‘exporter’</p> <p>Clear appetite for international growth with 69% agreeing that “international growth is an exciting prospect for my business”</p> <p>However, there is a clear need to communicate the growth story, with variance between the segments, from 93% agreement down to 34%</p>	<p>The biggest opportunity is SMEs that are both ‘open’ and ‘global’ mindsets. They have the confidence and the strategy to export successfully.</p> <p>SMEs with ‘closed’ and ‘national’ mindsets are still motivated by growth, but they need reassurance on the risk and workload</p> <p>‘Global’ and ‘open’ SMEs are more innovative: almost three times as likely to apply for legal protection.</p>
<p>International buyers are under pressure to stay up to date with the <u>latest</u> developments in their sector</p>	<p>Different segments require <u>tailored</u> navigation and nudges</p>	<p>British <u>quality</u> is multi-faceted but is currently only seen as being premium</p>
<p>In order to deliver for their business, buyers need to stay up to date with both innovation and obsolescence within their category</p> <p>Procurement professionals are currently unaware of the value of HMTC’s; valuing their own expertise in their sector above third party organisations</p> <p>There is an unmet need in the market for a trusted partner who can inspire buyers with the latest developments in their sector</p>	<p>‘Sustain’ and ‘Promote’ segments have different needs based on capabilities/ attitudes</p> <p>Existing exporters (e.g. Sustain) are looking for tools, whereas others (e.g. Promote) require inspiration as they don’t recognise the opportunity in exporting</p> <p>Peer to peer and trusted networks help reassure audiences and normalise exporting attitudes and behaviours</p>	<p>Quality is the most sought-after attribute from people looking to buy goods from another country. ROI is the most desired attribute for Invest audiences.</p> <p>The need to better define UK quality is clear “focus on promoting expertise and technical innovation... where procurers are actively seeking a trusted, quality product”</p> <p>British quality encapsulates innovation, transformation and new thinking, reframing it will help increase the UK’s value proposition</p>

Competitive Opportunity		Research Insight	Strategic Recommendations
Distinct	X	Bold	1
Benefits	X	Growth	2
P.O.V	X	Identity	3
Share	X	Latest	4
Intervention	X	Tailored	5
System 1	X	Quality	6

1. Make GREAT feel new again...

A dynamic movement reflecting the confident post-Brexit UK.

Make GREAT open source: owned by every business looking to grow

Accelerates GREAT's ability to unleash the energy British businesses

Give GREAT a sense of renewed mission

GREAT = unlocking growth both at home and abroad

2. Communicate and prove that GREAT is the edge...

Help businesses take the challenges of a changing world in their stride.

GREAT = unfair advantage over the competition

GREAT will enhance the value equation

Create a sense of loss aversion

Key reference tool for international businesses

3. Elevate British SMEs

Celebrate their rightful position as engines of innovation.

Capture the spirit of entrepreneurship in the UK

Make being a UK small business a badge of honour

Small businesses that export aren't small businesses, they're mini multi-nationals

GREAT will be seen as a necessary ingredient of success for international companies

4. Better align supply and demand marketing activity

Create a marketplace with a richer value exchange for both buyers and sellers

Co-ordinate domestic and international campaigns so that together they support an overarching aim

Provide branded tools that can be used with confidence

Provide valuable content by sector, not just valuable contacts

Share data and knowledge by sector

5. Create simplicity/relevance in customer journeys

Match an audience's revealed need to the most relevant GREAT offer.

Triage tool = first step

Ensure sector relevancy to audiences

Make the first step easy, risk-free and socially normed

Demonstrate the value of repeat engagement with GREAT

Help convert audiences to more valuable segments

6. Create a kitemark

GREAT becomes a shorthand for quality - an ingredient brand not just as master brand.

Allowing verified UK businesses access to a GREAT kitemark

Deliver a toolkit that transforms small businesses into both partners and brand advocates

Enable every international buyer to easily identify a business that will give them an edge

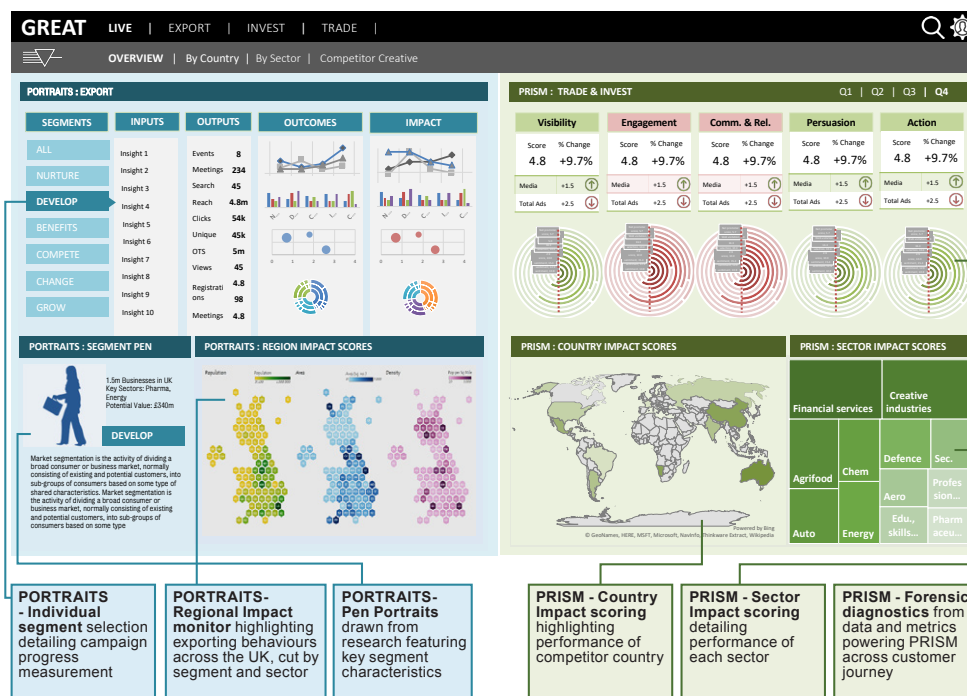


We will tailor two proprietary tools:

PORTRAITS - For measuring impact across domestic export segments

Dedicated to measuring the progress of campaigns against the newly defined (Kantar/ NSRB) segmentation, PORTRAITS will map the core segments and analyse the effectiveness of the campaign using Inputs, Outputs, Outcomes and Impact.

PORTRAITS will combine existing research, 1st party campaign performance data, and inputs for web, search traffic, press data, social media, and public data. It can leverage new opportunities for B2B audience measurement and segmentation through data suppliers including Bombora and Boostify.



PRISM and PORTRAITS will be drawn into the **GREAT Impact Monitor** - a single, interactive dashboard bringing a centralised view of campaign strategy & effectiveness across domestic and international audiences.

PRISM - For measuring international impact.

PRISM collates brand and campaign diagnostics, facilitating strategic planning, resource allocation, KPI development and competitor tracking, by market and sector.

PRISM's dashboard ensures client teams have full view of performance relative to competitors and hands-on access to data visualisations.

PRISM measures brand behaviour across the customer journey (Visibility, Engagement, Communication & Relevance, Persuasion, Action), incorporating both competitor analysis benchmarks defined in A02, and hard metrics derived from structured & unstructured data sources across web traffic, search, press data, social media, public data and 1st party research.

PRISM can cut data at both country and sector level and provide understanding of campaign performance relative to competitors across the customer journey.

ANNEX C

CALL-OFF CONTRACT CHARGES

1.1 Schedule of Rates

Table 1 details the rates to be charged to the Client by the Agency for different roles under the contract. Definitions for the roles in each area are detailed in Section 1.2 of this Schedule.

Table 1: Schedule of Rates

Area	Rate per Day (£)

1.2 Role Definitions

Table 2 gives examples of roles that the Client expects to fit into each area. This list is not exhaustive and additional roles can be added to each area during the life of the contract.

Table 2: Role Definitions

Area	Role	Role Definition
Board	Strategy Director	Responsible for all Strategic output of the Agency. Typically 20 years + experience.
	Technical Development Director	Most senior person responsible for managing all technology requirements at the agency.
	Data Planning Director	Most senior person responsible for defining data strategies for businesses.
	Business Director	Overall leadership of the client's business within the agency ensuring best in class service, supporting the client team with business challenges and informing the client team with the latest industry trends.
	Chief Digital Officer	Leadership of all digital and social marketing for the agency. Leads on strategies and ensures industry best practice is implemented across all activity.
	PR Board Director	Senior counsel and strategic consultant, with overall leadership of PR team.

Senior	Senior Account Director	Provides strategic direction and leadership to ensure agency optimises its client offering in line with client's business goals and objectives. Works across multiple client brands or services and client agency.
	Senior Planner	Recognised expert in the subject matter with experience across multiple clients and sectors, works with client to help set strategic direction for activity.
	Senior Research Exec	Expert in defining and leading research across a broad range of research disciplines.
	Creative Director	Reports to Executive Creative Director. Responsible for the quality of all creative work produced by the agency for a group of clients. Directs activities of team to maintain standards of creative excellence and ensure achievement of goals. Senior level client contact and presentation.
	Creative Technologist	Responsible for leading front-end digital design across various platforms.
	Information Architect	Responsible for creating the architecture of website and digital applications, including the organisation of information and content and defining navigation solutions.
	Technical Development Manager	Develops coding utilizing HTML, Flash and other programming platforms for web interface/front-end architectures.
	User Experience Consultant	Responsible for translating user goals and creative ideas into a digital user interface/user experience architecture across web, email and online applications.
	Head of Influencer & Partnerships	Oversees Influencer Strategy, Influencer Identification and outreach activities including management of partnerships and contracts.
	Senior Data Planner	Expert in setting data strategies, reporting and interpreting of results and recommendations to inform ongoing strategies.
	Studio/Delivery Lead	With a creative background, the Studio Lead provides the quality assurance across all content created ensuring formats and specifications are correct and content aligns to brand guidelines. Leadership of all members of the content studio.
	SEO Consultant	Channel expert in advising on SEO strategies.
Mid	Project Manager	Overall responsibility for the successful initiation, planning, design, execution, monitoring, controlling and closure of a project.
	Digital Production Director	Oversight of all aspects of production for film, video, or other forms of digital media
	Copywriter	Responsible for the creation of copy, usually under supervision, for print, digital, and collateral material; may or may not supervise others or have client contact.
	Art Director	Responsible for creation of ideas that will positively engage and influence consumer behaviour. Translates conceptual thinking into visual design for all campaign components.
	Senior Campaign Manager	All aspects of campaign management and administration from strategic response to creative / design development and production and delivery. Stakeholder management and coordination, managing schedules, creation of estimates and maintaining accurate status reports.

	Planner	Analysis and compilation of primary as well as secondary research, meeting client requirements, includes developing digital media strategies across multiple digital marketing channels. Provides insight to clients, regarding consumer preference. Assist in the development of overall marketing.
	Web Developer	Develops coding utilizing HTML, Flash and other programming platforms for web interface/front-end architectures.
	Influencer & Partnerships Manager	Oversees day to day Influencer programmes including management and reporting.
	Analyst	Analysing relevant data and creating reports.
	Motion Producer	Creative role with design, art working, filming, animation and photography capabilities.
	Email Manager	HTML email build, content population, testing and quality assurance.
	Senior Social Media Manager	Significant experience in planning and delivering social campaigns, content creation, moderation / customer service and reporting.
	SEO Analytics Manager	Expertise in provision of SEO analytics.
	Proof-reader	Provision of expertise in final proofing of documents.
Junior	Designer	Involved in the development of visual concepts for use in print, digital and collateral work.
	Account Manager	Supporting all campaign management and administration tasks within the account team.
	Content Leader	Specialists in loading content into all forms of Content Management Systems.
	Social Media Manager	Planning and delivering social campaigns, content creation, moderation / customer service and reporting.

Part 1: Call-Off Terms

The Call-Off Terms are attached to this Letter of Appointment



DIT MARKETING – STRATEGIC & SPECIALIST SERVICES

THE DEPARTMENT FOR INTERNATIONAL TRADE

AND

M&C SAATCHI (UK) LTD.

CALL-OFF CONTRACT TERMS AND CONDITIONS

CCS FRAMEWORK RM3774 – CAMPAIGN SOLUTIONS

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Call-Off Contract –Call-Off Terms

This Call-Off Contract is made on the 1st day of April 2020
between:

The Secretary of State for the Department for International Trade with offices at 3 Whitehall Place,
London, SW1A 2AW (“the **Client**”);

and

M&C Saatchi (UK) Ltd. a company registered in England and Wales under Company Number
03003693, whose registered office is at 36 Golden Square, London, W1F (“the **Agency**”),

Both the Client and the Agency can be referred to as a “**Party**” or together the “**Parties**”.

INTRODUCTION

- (1) The Agency is one of a number of agencies appointed by the Crown Commercial Service (**CCS**) to the Framework Agreement and is therefore able to enter into this Call-Off Contract to provide the Services to the Client.
- (2) This Call-Off Contract, made between the Client and the Agency, sets out the terms of the Agency’s appointment as a provider of the Services to the Client. The Services will be delivered according to the terms of this Call-Off Contract, any agreed Statement of Work (or Brief), and the Framework Agreement.
- (3) The Agency’s appointment has been confirmed in the Letter of Appointment.
- (4) The Parties agree that the Services and associated Deliverables shall be supplied in accordance with the terms of the Framework Agreement and this Call-Off Contract.
- (5) Following the successful completion of a Further Competition Procedure, the Letter of Appointment, these Call-Off Terms (including all Schedules) and any Statement of Work (or Brief) will become binding.

IT IS AGREED:

1. APPOINTMENT & BRIEFS

- 1.1. Throughout the Term of this Call-Off Contract, the Agency will perform the Services and (where relevant) supply the Deliverables to the Client in accordance with this Call-Off Contract and any one or more agreed Briefs.
- 1.2. Subject to Clause 1.4 the Parties may agree new Projects to be delivered under this Call-Off Contract by agreeing a new Brief. This must be done in writing and using the form set out at Schedule 11. Once both Parties have signed a Brief, it automatically forms part of this Call-Off Contract.
- 1.3. Any schedule attached to an agreed Brief will describe in detail the different types of Services to be provided under that Brief. A schedule attached to a Brief only applies to the relevant Project to be delivered under that Brief, and not to any other Brief, or to the provision of the Services as a whole.
- 1.4. Where a Brief would result in:
 - 1.4.1 a variation of the Services procured under this Call-Off Contract;
 - 1.4.2 an increase in the Charges agreed under this Call-Off Contract; or
 - 1.4.3 a change in the economic balance between the Parties to the detriment of the Client that is not provided for in this Call-Off Contract,the relevant term(s) will be dealt with as a proposed Variation to this Call-Off Contract in accordance with the Variation procedure set out in Clause 9.

2. TERM

- 2.1. This Call-Off Contract starts on the **Effective Date** and ends on the **Expiry Date**, as stated in the Letter of Appointment. The Expiry Date may be changed in accordance with Clause 2.2 or Clause 23.
- 2.2. The Client may extend this Call-Off Contract for any period up to the Extension Expiry Date by giving the Agency notice in writing before the Expiry Date. The minimum notice which must be given in order to amend the Expiry Date is specified in the Letter of Appointment.
- 2.3. The revised date the contract will end (the **New Expiry Date**) will be set out in the notice given under Clause 2.2 above.
- 2.4. The terms and conditions of this Call-Off Contract will apply throughout any extended period.
- 2.5. Each Project starts on the Project Commencement Date and ends on the Project Completion Date, unless it is terminated earlier in accordance with Clause 23.

3. CALL OFF GUARANTEE

- 3.1. Where the Client has stated in the Letter of Appointment that this Call-Off Contract is conditional on receipt of a Guarantee, then, on or prior to the Effective Date (or on any other date specified by the Client), the Agency must provide:
 - 3.1.1. an executed Guarantee from a Guarantor; and
 - 3.1.2. a certified copy extract of the board minutes and/or resolution of the Guarantor approving the execution of the Guarantee.

- 3.2. The Client may at any time agree to waive compliance with the requirement in Clause 3.1 by giving the Agency notice in writing.

4. CLIENT'S OBLIGATIONS

- 4.1. The Client will give the Agency instructions as to its requirements for the Services and Deliverables. These will be included in a Brief and may include start and end dates for each stage of the proposed Services and Deliverables.

5. SERVICE DELAY, DELIVERY & RECTIFICATION

Service Delivery

- 5.1. The Agency will give the Client full and clear instructions as to any Client Materials it reasonably requires to perform the Services and provide the Deliverables.
- 5.2. The Agency will:
- 5.2.1 comply with all Law;
 - 5.2.2 use all reasonable and proper skill and care in its performance of the Services and provision of the Deliverables;
 - 5.2.3 comply with all reasonable Client instructions regarding the Services and Deliverables, as long as these instructions do not materially amend the Brief (unless the amendment has been agreed in accordance with Clause 9.1);
 - 5.2.4 keep Client Materials under its control safe and secure and in accordance with any security policy provided by the Client; and
 - 5.2.5 provide all Deliverables by any dates set out in the applicable Brief or any other date(s) agreed by the parties in writing.

Delay

- 5.3. If the Client materially breaches its obligations in connection with this Call-Off Contract (including its payment obligations), and consequently delays or prevents the Agency from performing any of the agreed Services or providing any of the agreed Deliverables this will be a "**Client Cause**". In the event of a Client Cause, the Agency will be granted an appropriate extension of time (to be approved by the Client, acting reasonably) to perform the agreed Services or provide the agreed Deliverables. The Agency will not be liable for any Losses incurred by the Client as a result of Client Cause, provided the Agency complies with its obligations set out at Clause 5.4.
- 5.4. The Agency must notify the Client within 2 Working Days of the Agency becoming aware that the Client has breached, or is likely to breach, its obligations in connection with this Call-Off Contract. This notice must detail:
- 5.4.1 the Client Cause and its actual or potential effect on the Agency's ability to meet its obligations under this Call-Off Contract, and
 - 5.4.2 any steps which the Client can take to eliminate or mitigate the consequences and impact of such Client Cause.

- 5.5. The Agency must use all reasonable endeavours to eliminate or mitigate the consequences and impact of a Client Cause. The Agency must try to mitigate against any Losses that the Client or the Agency may incur, and the duration and consequences of any delay or anticipated delay.
- 5.6. If at any time the Agency becomes aware that it may not be able to perform the Services or provide any Deliverables by any date set out in the applicable Brief (or any other deadline agreed by the Parties in writing), this will constitute a Default and the Agency will immediately notify the Client of the Default and the reasons for the Default.
- 5.7. If the Default described in Clause 5.6 above is, in the Client's opinion capable of remedy, the Client may, up to 10 Working Days from being notified of the Default, instruct the Agency to comply with the Rectification Plan Process.

Rectification Plan Process

- 5.8. If instructed to comply with the Rectification Plan Process by the Client under Clause 5.7 above, the Agency will submit a draft Rectification Plan to the Client to review as soon as possible and in any event within 10 Working Days (or such other period as may be agreed between the Parties) from being instructed to do so. The Agency shall submit a draft Rectification Plan even if the Agency does not agree that the Default is capable of remedy.
- 5.9. The draft Rectification Plan shall set out:
- 5.9.1 full details of the Default that has occurred, including the underlying reasons for it;
 - 5.9.2 the actual or anticipated effect of the Default; and
 - 5.9.3 the steps which the Agency proposes to take to rectify or mitigate the Default and to prevent any recurrence of the Default, including timescales for such steps and for the rectification of the Default (where applicable).
- 5.10. The Agency shall promptly provide to the Client any further documentation that the Client requires to assess the Agency's reasoning behind the default. If the Parties do not agree on the root cause set out in the draft Rectification Plan, either Party may refer the matter to be determined in accordance with paragraph 5 of Schedule 4 (Dispute Resolution Procedure).
- 5.11. The Client may reject the draft Rectification Plan by notice to the Agency if, acting reasonably, it considers that the draft Rectification Plan is inadequate. An example of an inadequate draft Rectification Plan is one which:
- 5.11.1 is insufficiently detailed to be capable of proper evaluation;
 - 5.11.2 will take too long to complete;
 - 5.11.3 will not prevent reoccurrence of the Default;
 - 5.11.4 will rectify the Default but in a manner which is unacceptable to the Client; or
 - 5.11.5 will not rectify the Default.
- 5.12. The Client will tell the Agency as soon as reasonably practicable if it agrees to or rejects the draft Rectification Plan.

- 5.13 If the Client rejects the draft Rectification Plan, the Client will give reasons for its decision in its rejection notice. The Agency must take these reasons into account in the preparation of a revised Rectification Plan. The Agency shall submit a revised draft of the Rectification Plan to the Client for review within 5 Working Days (or such other period as agreed between the Parties) of the Client's rejection notice.
- 5.14 If the Client agrees the draft Rectification Plan, or any revised draft Rectification Plan, the Agency shall immediately start work on the actions set out in the Rectification Plan.

6. AGENCY: OTHER APPOINTMENTS

- 6.1 Adverse public perception could have a detrimental impact on the Client's desired outcomes for the Project. To minimise this risk, the Agency must not, without the Client's written consent, provide communication or campaign services to a third party during the Term of this Call-Off Contract where the provision of such services (in the reasonable opinion of the Client):
- 6.1.1 has the potential to adversely affect the Client's desired outcome of the Project or diminish the trust that the public places in the Client; or
 - 6.1.2 is likely to cause embarrassment to the Client or bring the Client into disrepute or may result in a conflict of interest for the Client.
- 6.2 The only exception to this is if the Agency provides communication services to an existing client, which the Client had been informed about before entering into this Call-Off Contract.
- 6.3 If the Agency becomes aware of a breach, or potential breach, of its obligations under Clause 6.1, the Agency must notify the Client immediately, providing full details of the nature of the breach and the likely impact on any Projects
- 6.4 If the Agency breaches Clause 6.1, the Client may terminate this Call-Off Contract, a Project, or any part of a Project with immediate effect in accordance with Clause 23.3.

7. CLIENT: OTHER APPOINTMENTS

- 7.1 Subject to Clause 6 the relationship between the Parties is non-exclusive. The Client is entitled to appoint any other agency to perform services and produce deliverables which are the same or similar to the Services or Deliverables.

8. PERSONNEL

- 8.1 The Agency must ensure that Agency personnel who provide the Services:
- 8.1.1 are appropriately experienced, qualified and trained to provide the Services in accordance with this Call-Off Contract
 - 8.1.2 apply all reasonable skill, care and diligence in providing the Services
 - 8.1.3 obey all lawful instructions and reasonable directions of the Client and provide the Services to the reasonable satisfaction of the Client, and

- 8.1.4 are vetted in accordance with Good Industry Practice and, where applicable, the security requirements of the Client and the Standards
- 8.2 The Agency will be liable for all acts or omissions of the Agency personnel. Any act or omission of a member of any Agency personnel which results in a breach of this Call-Off Contract is a breach by the Agency.
- 8.3 The Client acknowledges and agrees that it may be necessary for the Agency to replace the personnel providing the Services with alternative personnel with similar levels of seniority and experience.
- 8.4 The Agency will seek to ensure that any Key Individual responsible for the provision of the Services will remain involved in the provision of the Services. If any Key Individual leaves the Agency, or ceases to be involved in the provision of the Services for any reason (for example, if they are promoted to a different role within the Agency), the Agency will consult with the Client and, subject to the Client's prior Approval, appoint a suitable replacement.
- 8.5 If the Client reasonably believes that any of the Agency personnel are unsuitable to undertake work on this Call-Off Contract, it will notify the Agency who will then end the person's involvement in providing the Services.

9. VARIATIONS AND CANCELLATIONS

- 9.1 Either Party may request a change to this Call-Off Contract, a Project or a Brief. Any requested change must not amount to a material change of this Call-Off Contract (within the meaning of the Regulations and the Law). A change, once implemented, is called a "**Variation**".
- 9.2 A Party may request a Variation by completing, signing and sending the Variation Form to the other Party. The requesting Party must give sufficient information for the receiving Party to assess the extent of the proposed Variation and any additional cost that may be incurred by it.
- 9.3 Subject to Clause 9.5, the receiving Party must respond to the request within the time limits specified in the Variation Form. The time limits shall be reasonable and ultimately at the discretion of the Client, having regard to the nature of the Services and the proposed Variation.
- 9.4 If the Agency requests a Variation, the Client can ask the Agency to carry out an assessment of the effects of the proposed Variation (an **Impact Assessment**). The Impact Assessment must consider:
- 9.4.1 the impact of the proposed Variation on the Services and Agency's ability to meet its other obligations under this Call-Off Contract (including in relation to other Briefs);
 - 9.4.2 the initial cost of implementing the proposed Variation and any ongoing costs post-implementation;
 - 9.4.3 any increase or decrease in the Contract Charges, any alteration in the resources or expenditure required by either Party and any alteration to the working practices of either Party;

- 9.4.4 a timetable for the implementation, together with any proposals for the testing of the Variation; and
- 9.4.5 any other information the Client reasonably asks for in response to the Variation request.
- 9.5 The Parties may agree to adjust the time limits specified in the Variation Form so the Impact Assessment can be carried out.
- 9.6 If the Parties agree the Variation, the Agency will implement it, and be bound by it as if it was part of this Call-Off Contract.
- 9.7 Until a Variation is agreed, the Agency must continue to perform and be paid for the Services as originally agreed, unless otherwise notified by the Client.
- 9.8 Subject to Clauses 9.9 and 23.1 the Client can ask the Agency to suspend or cancel any Project or Brief, or any part of a Project, including any plans, schedules or work in progress at any time, regardless of whether a Variation has been requested. Any request shall be made by an Authorised Client Approver in writing. The Agency will take all reasonable steps to comply with any such request.
- 9.9 In the event of any cancellation under Clause 9.8, the Client will pay the Agency all Contract Charges reasonably and properly incurred by the Agency during the Project Notice Period, provided that the Agency uses all reasonable endeavours to mitigate any charges or expenses.

10. APPROVALS AND AUTHORITY

- 10.1 For the purposes of this Call-Off Contract, any reference to Client Approval means written approval in one of the following ways:
 - 10.1.1 the Client issuing a purchase order bearing the signature of an Authorised Client Approver, or
 - 10.1.2 e-mail from the individual business e-mail address of an Authorised Client Approver, or
 - 10.1.3 the signature of an Authorised Client Approver on the Agency's documentation
- 10.2 Any reference to Agency Approval means written approval in one of the following ways:
 - 10.2.1 e-mail from the individual business e-mail address of an Authorised Agency Approver, or
 - 10.2.2 the signature of an Authorised Agency Approver on the Client's documentation
- 10.3 The Agency will seek the Client's prior Approval of:
 - 10.3.1 any estimates or quotations for any costs to be paid by the Client that are not agreed in a Brief; and
 - 10.3.2 any creative treatments, including but not limited to scripts, messaging, storyboards, copy, layouts, design, artwork, or proposed marketing activity

- 10.3 The Agency will seek the Client's prior Approval of any draft Deliverables. The Client's Approval will be the Agency's authority to proceed with the use of the relevant Deliverables.
- 10.4 If the Client does not approve of any matter requiring Approval, it must notify the Agency of its reasons for disapproval within 14 days of the Agency's request.
- 10.5 If the Client delays approving or notifying the Agency as to its disapproval, the Agency will not be liable for any resulting delays or adverse impact caused to the delivery of the Project.

11. PROJECT MANAGEMENT

- 11.1 During the Term of this Call-Off Contract, the Agency will:
 - 11.1.1 keep the Client fully informed as to the progress and status of all Services and Deliverables, by preparing and submitting written reports at such intervals and in such format as is agreed by the Parties
 - 11.1.2 promptly inform the Client of any actual or anticipated problems relating to provision of the Deliverables
- 11.2 During the Term, the Parties' respective project managers will arrange and attend meetings to review the status and progress of the Services, Deliverables and the Project(s), and to seek to resolve any issues that have arisen. These meetings will be held at locations and intervals as agreed by the parties.
- 11.3 Unless otherwise agreed in the Brief, the Agency will produce contact reports providing each Party with a written record of matters of substance discussed at meetings or in telephone conversations between the parties within 3 Working Days of such discussions. If the Client does not question any of the subject matter of a contact report within 7 Working Days of its receipt, it will be taken to be a correct record of the meeting or telephone conversation.

12. FEES AND INVOICING

- 12.1. The Contract Charges for the Services will be the full and exclusive remuneration of the Agency for supplying the Services. Unless expressly agreed in writing by the Client in the Briefs, the Contract Charges will include every cost and expense of the Agency directly or indirectly incurred in connection with the performance of the Services.
- 12.2. All amounts stated are exclusive of VAT which will be charged at the prevailing rate. The Client shall, following the receipt of a valid VAT invoice, pay to the Agency a sum equal to the VAT chargeable in respect of the Services.
- 12.3. The Agency will invoice the Client in accordance with the payment profile agreed in the Briefs. Each invoice will include all supporting information required by the Client to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 12.4. The Client will pay the Agency 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 Client may, without prejudice to any other rights and remedies under this Call-Off Contract, withhold or reduce payments in the event of unsatisfactory performance.
- 12.5. If the Client does not pay an undisputed amount properly invoiced by the due date, the Agency has the right to charge interest on the overdue amount at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 12.6. If at any time during the Term the Agency reduces its Framework Prices for Services provided in accordance with the terms of the Framework Agreement, the Agency shall immediately reduce the Contract Charges for the Services under this Call-Off Contract by the same amount. This obligation applies whether or not the Services are offered in a catalogue provided under the Framework Agreement.
- 12.7. The Client is entitled to deduct from any sum due any money that the Agency owes the Client. This includes any sum which the Agency is liable to pay to the Client in respect of breach of this Call-Off Contract. In these circumstances, the Agency may not assert any credit, set-off or counterclaim against the Client.
- 12.8. The Agency will indemnify the Client on a continuing basis against any liability (to include any interest, penalties or costs incurred, levied, demanded or assessed) on the Client at any time in respect of the Agency's failure to account for or to pay any VAT on payments made to the Agency under this Call-Off Contract. Any amounts due under Clause 12.2 will be paid by the Agency to the Client not less than 5 Working Days before the date upon which the tax or other liability is payable by the Client.
- 12.9. If there is a dispute between the Parties about an amount invoiced, the Client will pay the undisputed amount by the due date. The Agency will not suspend the supply of the Services in any Project, unless the Agency is entitled to terminate that Project for a failure to pay undisputed sums in accordance with Clause 23.8.
- 12.10. The Agency shall not apply a mark-up or management fee for services rendered via a subcontractor. All rates of a subcontractor shall comply with the maximum charges as described in Schedule 10 (Call-Off Contract Charges).

13. THIRD PARTY AGENCIES: ASSIGNMENT AND SUB-CONTRACTING

Assignment and Sub-Contracting

- 13.1. Other than where a Sub-Contractor is agreed in the Letter of Appointment or a Brief, the Agency will not, without the prior Approval of the Client, assign, sub-contract, novate or in any way dispose of the benefit or the burden of this Call-Off Contract or any part of it.
- 13.2. In requesting Approval to sub-contract, the Agency will:
- 13.2.1 use reasonable care and skill in the selection of proposed Sub-Contractors;
 - 13.2.2 if the Client requests, the Agency will obtain more than one quote for a particular sub-contracted service; and
 - 13.2.3 provide the Client with a business case for sub-contracting all or part of the Services, identifying why it is economically advantageous for the Agency to sub-contract to its proposed sub-contractor. The Client may reject the Agency's request to appoint a proposed sub-contractor if it considers the proposed sub-contractor does not provide value for money.
- 13.3. If the Client consents to the Agency's proposed sub-contractor, it shall be a Sub-Contractor as the term is defined in Schedule 1 (Definitions).
- 13.4. In granting consent to any assignment, novation sub-contracting or disposal, the Client may set additional terms and conditions it considers necessary.
- 13.5. The Agency shall ensure that its Sub-Contractor does not further sub-contract all or part of the Services or Deliverables.
- 13.6. Any contracts the Agency enters into with third party suppliers for Services and Deliverables ("**Sub-Contracts**") must be on terms that are in line with the Agency's' standard contractual terms and conditions, must not permit further sub-contracting, and must not conflict with the terms of this Call-Off Contract.
- 13.7. Provided that the Agency has notified the Client of any significant restrictions or contract terms contained in any Sub-Contracts, the Client hereby acknowledges that:
- 13.7.1. its right to use or otherwise benefit from any Services or Deliverables acquired under Sub-Contracts will be as set out in the Sub-Contracts; and
 - 13.7.2. it will be responsible for any reasonable and proper charges or liabilities (including cancellation payments) that the Agency is directly liable for under Sub-Contracts only to the extent that that these are caused by an act or omission of the Client or its Affiliates
- 13.8. The Agency will promptly provide the Client with a copy of any Sub-Contract if requested to do so.
- 13.9. The Agency will be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 13.10. The Agency will obtain the Client's Approval before commissioning services from any Agency Affiliate.

Improving Visibility of Sub-Contract opportunities available to SMEs and VCSEs in the supply chain

- 13.11. The Agency shall:
- 13.11.1. subject to clause 13.13, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Services above a minimum threshold of £25,000 that arise during the Term
 - 13.11.2. within 90 days of awarding a Sub-Contract to a Sub-Contractor, update the notice on Contracts Finder with details of the successful Sub-Contractor;
 - 13.11.3. monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Term;
 - 13.11.4. provide reports on the information at clause 13.13 to the Authority in the format and frequency as reasonably specified by the Authority; and
 - 13.11.5. promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.
- 13.12. Each advert referred to at clause 13.11.1. above shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Agency.
- 13.13. The obligation at Clause 13.11.1 shall only apply in respect of Sub-Contract opportunities arising after the contract award date.
- 13.14. Notwithstanding clause 13.11, the Authority may by giving its prior written approval, agree that a Sub-Contract opportunity is not required to be advertised on Contracts Finder.

Management Charges and Information

- 13.15. In addition to any other management information requirements set out in this Call off Contract, the Agency agrees and acknowledges that it shall, at no charge to the Authority, provide timely, full, accurate and complete SME Management Information (MI) reports to the Authority which incorporate the data described in the MI Reporting template which is:
- 13.15.1. the total contract revenue received directly on a specific contract;
 - 13.15.2. the total value of sub-contracted revenues under the contract (including revenues for non-SMEs/non-VCSEs); and
 - 13.15.3. the total value of sub-contracted revenues to SMEs and VCSEs.
- 13.16. The SME MI reports shall be provided in the correct format as required by the MI Reporting Template and any guidance issued by the Authority from time to time. The Agency shall use the initial MI Reporting Template which is agreed between both Parties and which may be changed from time to time (including the data required and/or format) by the Authority by issuing a replacement version.

The Authority shall give at least thirty (30) days notice in writing of any such change and shall specify the date from which it must be used.

- 13.17. The Agency further agrees and acknowledges that it may not make any amendment to the current MI Reporting Template without the prior written approval of the Authority

Supply Chain Protection

- 13.18. The Agency will ensure that all Sub-Contracts contain provisions:
- 13.18.1. requiring the Agency to pay any undisputed sums which are due from it to the Sub-Contractor within a specified period not exceeding 30 days from the receipt of a Valid Invoice;
 - 13.18.2. requiring the Agency to verify any invoices submitted by a Sub-Contractor in a timely manner;
 - 13.18.3. giving the Client the right to publish the Agency's compliance with its obligation to pay undisputed invoices to the Sub-Contractor within the specified payment period;
 - 13.18.4. giving the Agency a right to terminate the Sub-Contract if the Sub-Contractor fails to comply with legal obligations in the fields of environmental, social or labour law; and
 - 13.18.5. requiring the Sub-Contractor to include in any Sub-Contract which it in turn awards provisions to the same effect as those required by this Clause 13.11.

14. DISCOUNTS AND REBATES

- 14.1. The Agency will disclose to the Client any commission, discount or rebate earned by the Agency arising in respect of third party costs directly related to the Projects. The Client will receive the full benefit of such commission, discount or rebate.

15. CONFIDENTIALITY, TRANSPARENCY AND FREEDOM OF INFORMATION

CONFIDENTIALITY

- 15.1. For the purposes of the Clauses below, a Party which receives or obtains, directly or indirectly, Confidential Information is a "**Recipient**". A Party which discloses or makes available Confidential Information is a "**Disclosing Party**".
- 15.2. Unless a Recipient has express permission to disclose Confidential Information, it must:
- 15.2.1. treat the Disclosing Party's Confidential Information as confidential and store it securely
 - 15.2.2. not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Call-Off Contract or with the owner's prior written consent
 - 15.2.3. use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Call-Off Contract, and
 - 15.2.4. immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information
- 15.3. The Recipient is entitled to disclose Confidential Information if:
- 15.3.1. It is required to so by Law (though in such cases, Clause 15.15 (Freedom of Information) applies to disclosures required under the FOIA or the EIRs)
 - 15.3.2. the need for such disclosure arises out of or in connection with:
 - 15.3.3. any legal challenge or potential legal challenge against the Client regarding this Call-Off Contract

- 15.3.4. the examination and certification of the Client's accounts (provided that the disclosure is made on a confidential basis) or for any examination under Section 6(1) of the National Audit Act 1983, or
- 15.3.5. a Central Government Body review in respect of this Call-Off Contract or
- 15.3.6. the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010. Such disclosure can only be made to the Serious Fraud Office.
- 15.4. If the Recipient is required by Law to disclose Confidential Information, it should notify the Disclosing Party as soon as reasonably practicable and to the extent permitted by Law. It may advise the Disclosing Party of what Law or regulatory body requires such disclosure and what Confidential Information it will be required to disclose.
- 15.5. Subject to Clauses 15.3 and 15.4, the Agency may disclose Confidential Information, on a confidential basis, to:
 - 15.5.1. Agency personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable performance under this Call-Off Contract, and
 - 15.5.2. its professional advisers for the purposes of obtaining advice in relation to this Call-Off Contract.
- 15.6. Where the Agency discloses Confidential Information in such circumstances, it remains responsible for ensuring the persons to whom the information was disclosed comply with the confidentiality obligations set out in this Call-Off Contract.
- 15.7. The Client may disclose the Confidential Information of the Agency:
 - 15.7.1. to any Central Government Body, on the basis that the information may only be further disclosed to Central Government Bodies
 - 15.7.2. to Parliament, including any Parliamentary committees, or if required by any British Parliamentary reporting requirement
 - 15.7.3. if disclosure is necessary or appropriate in the course of carrying out its public functions
 - 15.7.4. on a confidential basis to a professional adviser, consultant, supplier or other person engaged by a Central Government Body or Contracting Body (including any benchmarking organisation) for any purpose relating to or connected with this Call-Off Contract
 - 15.7.5. on a confidential basis for the purpose of the exercise of its rights under this Call-Off Contract, or
 - 15.7.6. to a proposed successor in title (transferee, assignee or novatee) to the Client.
- 15.8. Any references to disclosure on a confidential basis means disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Client under this Clause 15.

- 15.9. Nothing in this Clause 15 will prevent a Recipient from using any techniques, ideas or know-how gained during the performance of this Call-Off Contract in the course of its normal business, as long as this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.
- 15.10. If the Agency fails to comply with this Clause 15, the Client can terminate this Call-Off Contract.

TRANSPARENCY

- 15.11. Except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Call-Off Contract (and any Transparency Reports submitted by the Agency under it) is not Confidential Information. This will be made available in accordance with the procurement policy note 13/15 www.gov.uk/government/uploads/system/uploads/attachment_data/file/458554/Procurement_Policy_Note_13_15.pdf and the Transparency Principles referred to therein.
- 15.12. The Client will determine whether any of the content of this Call-Off Contract is exempt from disclosure in accordance with the provisions of the FOIA. The Client may consult with the Agency to inform its decision regarding any redactions but will have absolute discretion over the final decision.
- 15.13. Notwithstanding any other provision of this Call-Off Contract, the Agency consents to the Client publishing this Call-Off Contract in its entirety (including any agreed changes). Any information which is exempt from disclosure in accordance with the provisions of the FOIA will be redacted).
- 15.14. The Agency will cooperate with the Client to enable publication of this Call-Off Contract.

FREEDOM OF INFORMATION

- 15.15. The Client is subject to the requirements of the FOIA and the EIRs. The Agency will:
- 15.15.1. provide all necessary assistance to the Client to enable it to comply with its Information disclosure obligations.
 - 15.15.2. send all Requests for Information it receives relating to this Call-Off Contract to the Client as soon as practicable and within a maximum of 2 Working Days from receipt.
 - 15.15.3. provide the Client with a copy of all Information belonging to the Client requested in the Request for Information which is in its possession or control in the form that the Client requires within 5 Working Days of the Client's request.
- 15.16. The Agency must not respond directly to a Request for Information without the Client's prior Approval.
- 15.17. The Client may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Agency. The Client will take reasonable steps to notify the Agency of a Request for Information where it is permissible and reasonably practical for it to do so. However, the Client will be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information are exempt from disclosure in accordance with the FOIA and/or the EIRs.

16. AGENCY WARRANTIES

- 16.1. The Agency warrants that:

- 16.1.1. it has full capacity and authority to enter into this Call-Off Contract and that by doing so it will not be in breach of any obligation to a third party;
- 16.1.2. the personnel who perform the Services are competent and suitable do so;
- 16.2. The Agency undertakes that:
 - 16.2.1. the use of the Deliverables by the Client in accordance with this Call-Off Contract and for the purposes set out in the Brief will not infringe the copyright of any third party; and
 - 16.2.2. as at the date they are delivered, the Deliverables of this Call-Off Contract may be used for the purposes set out in the Brief and comply with all Advertising Regulations.
- 16.3. The Agency hereby indemnifies the Client against any Losses incurred by the Client as a result of breach by the Agency of its warranty and undertaking in Clauses 16.1 and 16.2.
- 17. CLIENT WARRANTIES**
- 17.1. The Client warrants that:
 - 17.1.1. it has full capacity and authority to enter into this Call-Off Contract and that by doing so it will not be in breach of any obligation to a third party; and
 - 17.1.2. the Client Materials will not, when used in accordance with this Call-Off Contract and any written instructions given by the Client, infringe third party copyright.
- 18. LIABILITY**
- 18.1. Nothing in this Call-Off Contract will exclude or in any way limit either Party's liability for fraud, death or personal injury caused by its negligence.
- 18.2. The Agency does not limit its liability in respect of the indemnity in Clause 20.12 (IPR)
- 18.3. Subject always to Clauses 18.1, 18.2 and 18.4, the maximum amount the Agency can be liable for in respect of all Defaults shall in no event exceed:
 - 18.3.1. in relation to any Defaults occurring from the Effective Date to the end of the first Contract Year, the higher of the figure specified in the Letter of Appointment or a sum equal to 125% of the Contract Charges estimated by the Client for the first Contract Year;
 - 18.3.2. in relation to any Defaults occurring in each subsequent Contract Year that commences during the remainder of the Term, the higher of the figure specified in the Letter of Appointment or a sum equal to 125% of the Contract Charges payable to the Agency under this Call-Off Contract in the previous Contract Year; and
 - 18.3.3. in relation to any Defaults occurring in each Contract Year that commences after the end of the Initial Term, the higher of the figure specified in the Letter of Appointment or a sum equal to 125% of the Contract Charges payable to the Agency under this Call-Off Contract in the last Contract Year commencing during the Term;
- 18.4. Subject to Clause 18.1 and except for any claims arising under Clause 20.12, neither Party will be liable to the other in any situation for any:
 - 18.4.1. loss of profits

- 18.4.2. loss of goodwill or reputation
 - 18.4.3. loss of revenue
 - 18.4.4. loss of savings whether anticipated or otherwise; or
 - 18.4.5. indirect or consequential loss or damage of any kind
- 18.5. Without prejudice to its obligation to pay the undisputed Contract Charges as and when they fall due for payment, the Client's total aggregate liability in respect of all defaults, claims, losses or damages howsoever caused will in no event exceed an amount equal to the Charges paid under the Call-Off Contract.

19. INSURANCE

- 19.1. The Agency will hold insurance policies to the value sufficient to meet its liabilities in connection with this Call-Off Contract (including any specific insurance requirements as are set out in the Briefs). The Agency will provide the Client with evidence that such insurance is in place at the Client's request.
- 19.2. The Agency will effect and maintain the policy or policies of insurance as stipulated in the Letter of Appointment.
- 19.3. If, for whatever reason, the Agency fails to comply with the provisions of this Clause 19 the Client may make alternative arrangements to protect its interests. If the Client does so, it may recover the premium and other costs of such arrangements as a debt due from the Agency.
- 19.4. Any insurance effected by the Agency will not relieve it of any liability under this Call-Off Contract. It is the Agency's responsibility to determine the amount of insurance cover that will be adequate to enable the Agency to satisfy any liability in relation to the performance of its obligations under this Call-Off Contract.
- 19.5. The Agency must ensure that the policies of insurance it holds pursuant to this Clause 19 are not cancelled, suspended or vitiated. The Agency will use all reasonable endeavours to notify the Client (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any circumstance whereby the relevant insurer could give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

20. INTELLECTUAL PROPERTY RIGHTS

- 20.1. The Agency acknowledges that the Client retains ownership of Client Materials and all Intellectual Property Rights in them. This includes any modifications or adaptations of Client Materials produced by the Agency in the course of providing the Services and Deliverables. The Client hereby grants to the Agency a non-exclusive licence to use the Client Materials during the applicable Project Term solely for the purposes of providing the Services and Deliverables.
- 20.2. The Agency hereby:
- 20.2.1. assigns to the Client all of the Intellectual Property Rights other than copyright and database rights in the Agency Materials which are capable of being assigned, together with the right to sue for past infringement of such Intellectual Property Rights in the Agency Materials; and

- 20.2.2. assigns to the Crown all of the copyright and database rights in the Agency Materials which are capable of being assigned, together with the right to sue for past infringement of such copyright and database rights in the Agency Materials.
- 20.3. All Intellectual Property Rights in the Agency Proprietary Materials remain the property of the Agency. The Agency grants to the Client a non-exclusive, royalty-free licence to use any Agency Proprietary Materials as are included in the Deliverables, in the Territory, for the period of time and for the purposes set out in the Brief.
- 20.4. Prior to delivery of the Deliverables to the Client, the Agency will obtain all licences or consents in respect of Third Party Materials that are required so the Client can use these Third Party Materials for the purposes set out in the Brief. The Agency will notify the Client of any restrictions on usage and any other contractual restrictions arising in respect of such Third Party Materials.
- 20.5. The Agency agrees:
- 20.5.1. at the Client's request and expense, to take all such actions and execute all such documents as are necessary (in the Client's reasonable opinion) to enable the Client to obtain, defend or enforce its rights in the Agency Materials and Deliverables; and
- 20.5.2. neither to do nor fail to do any act which would or might prejudice the Client's rights under this Clause 20.
- 20.6. To the extent permitted by law, the Agency shall ensure that all Moral Rights in the Agency Materials are waived. Where it is not lawfully possible to waive Moral Rights, the Agency agrees not to assert any Moral Rights in respect of the Agency Materials.
- 20.7. The Agency will use its reasonable endeavours to ensure that all Moral Rights in Third Party Materials are waived. Where it is not lawfully possible to waive Moral Rights, the Agency will work with the owner or creator of the Third Party Materials to procure that Moral Rights are not asserted in respect of Third Party Materials). If the Agency cannot obtain such waiver of (or agreement not to assert) such Moral Rights in respect of any Third Party Materials, the Agency will notify the Client and will obtain the Client's Approval prior to incorporating such Third-Party Materials into the Deliverables
- 20.8. Unless expressly prohibited in a Brief, the Agency will be able during and after the Term to use any Deliverables which have been broadcast, published, distributed or otherwise made available to the public, and the Client's name and logo for the purposes of promoting its work and its business including on the Agency's website, in credentials pitches and in its showreel. Any other use by the Agency shall be subject to the Client's prior Approval.
- 20.9. During the Term, if the Agency is asked to take part in a competitive pitch or other similar process for the Client, then notwithstanding any of the previous provisions of this Clause 20, the Agency will retain ownership of all Intellectual Property Rights in any Materials forming part of the pitch process. If the Agency is successful in such pitch and the Parties agree that such Materials will be used in a Project, the Agency will assign all such Intellectual Property Rights to the Client.

- 20.10. The Agency is not liable in connection with this Call-Off Contract for any modifications, adaptations or amendments to any Deliverables made by the Client or by a third party on the Client's behalf after the Agency has handed them over. The Agency is also not liable if any fault, error, destruction or other degradation in the quality and/or quantity of the Deliverables arises due to the acts or omissions of the Client or its Associates.
- 20.11. The terms of and obligations imposed by this Clause 20 continue after the termination of this Call-Off Contract.
- 20.12. The Agency will indemnify the Client in full against all costs, expenses, damages and losses (whether direct or indirect in connection with any claim made against the Client for actual or alleged infringement of a third party's intellectual property rights in connection with the supply or use of the Services, if the claim is attributable to the acts or omission of the Agency any of its Associates. This indemnity extends to any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Client

21. AUDIT

- 21.1. The Agency will keep and maintain full and accurate records and accounts of the operation of this Call-Off Contract, the Services provided under it, any Sub-Contracts and the amounts paid by the Client for at least 7 years after the Expiry Date or New Expiry Date, or such longer period as the Parties agree.
- 21.2. The Agency will:
- 21.2.1. keep the records and accounts referred to in Clause 21.1 in accordance with Good Industry Practice and Law, and
 - 21.2.2. afford any Auditor access to the records and accounts referred to in Clause 21.1 at the Agency's premises and/or provide records and accounts (including copies of the Agency's published accounts) or copies of the same to Auditors throughout the Term and the period specified in Clause 21.1. This is so the Auditor(s) can assess compliance by the Agency and/or its Sub-Contractors with the Agency's obligations under this Call-Off Contract, and in particular to:
 - a) verify the accuracy of the Contract Charges and any other amounts payable by the Client under this Call-Off Contract (and proposed or actual variations to them in accordance with this Call-Off Contract);
 - b) verify the costs of the Agency (including the costs of all Sub-Contractors and any third-party suppliers) in connection with the provision of the Services;
 - c) verify the Agency's and each Sub-Contractor's compliance with the applicable Laws;
 - d) identify or investigate an actual or suspected act of fraud or bribery, impropriety or accounting mistakes or any breach or threatened breach of security. In these circumstances, the Client is not obliged to inform the Agency of the purpose or objective of its investigations;
 - e) identify or investigate any circumstances which may impact upon the financial stability of the Agency or any Sub-Contractors or their ability to perform the Services;

- f) obtain such information as is necessary to fulfil the Client's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes, including the supply of information to the Comptroller and Auditor General;
- g) review any books of account and the internal contract management accounts kept by the Agency in connection with this Call-Off Contract;
- h) carry out the Client's internal and statutory audits and to prepare, examine and/or certify the Client's annual and interim reports and accounts
- i) enable the National Audit Office to carry out an examination under Section 6(1) of the National Audit Act 1983;
- j) review any records relating to the Agency's performance of the provision of the Services and to verify that these reflect the Agency's own internal reports and records;
- k) verify the accuracy and completeness of any information delivered or required by this Call-Off Contract;
- l) inspect the Client Materials, including the Client's IPRs, equipment and facilities, for the purposes of ensuring that the Client Materials are secure; and
- m) review the integrity, confidentiality and security of any Client data.

21.3. The Client will use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Agency or delay the provision of the Services (although the Agency accepts and acknowledges that control over the conduct of audits carried out by the Auditor(s) is outside of the control of the Client.)

21.4. Subject to the Agency's rights in respect of Confidential Information, the Agency will, on demand, provide the Auditor(s) with all reasonable co-operation and assistance in providing:

21.4.1. all reasonable information requested by the Client within the scope of the audit;

21.4.2. reasonable access to sites controlled by the Agency and to any equipment used in the provision of the Services; and

21.4.3. access to the Agency personnel.

21.5. The Parties agree that they will bear their own respective costs and expenses incurred during any Audit, unless the Audit reveals a default by the Agency, whereby the Agency will reimburse the Client for the Client's reasonable costs incurred in relation to the Audit.

21.6. If an Audit reveals that the Client has been overcharged, the Agency will reimburse to the Client the amount of the overcharge within 30 days. If an Audit reveals the Agency has been underpaid, the Client shall pay to the Agency the amount of the underpayment within 30 days.

22. ADVERTISING STANDARDS

22.1. Both parties acknowledge that they have a responsibility to comply with all relevant Advertising Regulations.

22.2. The parties will co-operate with each other to ensure satisfaction of the requirements of any applicable Advertising Regulation.

23. TERMINATION

24. CLIENT RIGHTS TO TERMINATE

- 24.1. The Client may, by giving not less than 3 month's written notice to the Agency, terminate this Call-Off Contract without cause.
- 24.2. The Client may terminate or cancel a Project at any time subject to Clause 9 and payment of all Contract Charges specifically set out at Clause 9.
- 24.3. The Client may terminate this Call-Off Contract or a Project by written notice to the Agency with immediate effect if the Agency:
 - 24.3.1. commits a material Default which cannot be remedied;
 - 24.3.2. repeatedly breaches any of the terms and conditions of this Call-Off Contract in such a manner as to indicate that it does not have the intention or ability to adhere to the terms and conditions;
 - 24.3.3. commits a Default, including a material Default, which in the opinion of the Client is remediable but has not remedied such Default to the satisfaction of the Client within 30 days of receiving notice specifying the Default and requiring it to be remedied or in accordance with the Rectification Plan Process;
 - 24.3.4. breaches any of the provisions of Clauses 6.1 (Agency: Other Appointments), 10 (Approvals and Authority), 15 (Confidentiality, Transparency and Freedom of Information), and 32 (Prevention of Fraud and Bribery);
 - 24.3.5. is subject to an Insolvency Event; or
 - 24.3.6. fails to comply with legal obligations.
- 24.4. The Agency must notify the Client as soon as practicable of any Change of Control or any potential Change of Control.
- 24.5. The Client may terminate this Call-Off Contract with immediate effect by written notice to the Agency within 6 Months of:
 - 24.5.1. being notified in writing that a Change of Control is anticipated or in contemplation or has occurred; or
 - 24.5.2. where no notification has been made, the date that the Client becomes aware that a Change of Control is anticipated or is in contemplation or has occurred but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.
- 24.6. The Client may terminate this Call-Off Contract or a Project by giving the Agency at least 14 days' notice if:
 - 24.6.1. the Framework Agreement is terminated for any reason;
 - 24.6.2. the Parties fail to agree a Variation under Clause 9; or
 - 24.6.3. the Agency fails to implement an agreed Variation.

- 24.7. Where this Call-Off Contract is conditional upon the Agency procuring a Guarantee pursuant to Clause 3 (Call Off Guarantee), the Client may terminate this Call Off Contract by issuing a notice of termination Notice to the Agency where:
- 24.7.1. the Guarantor withdraws the Guarantee for any reason;
 - 24.7.2. the Guarantor is in breach or anticipatory breach of the Guarantee;
 - 24.7.3. an Insolvency Event occurs in respect of the Guarantor; or
 - 24.7.4. the Guarantee becomes invalid or unenforceable for any reason whatsoever, and in each case the Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Client; or
 - 24.7.5. the Agency fails to provide the documentation required by Clause 3.1 by the date so specified by the Client.

Agency Rights to Terminate

- 24.8. The Agency may terminate a Project and any Brief in respect of that Project by written notice to the Client if:
- 24.8.1. the Client has not paid any undisputed amounts falling due under that Project, and
 - 24.8.2. the undisputed sum due remains outstanding for 40 Working Days after the Client has received a written notice of non-payment from the Agency specifying:
 - a) the Client's failure to pay;
 - b) the correct overdue and undisputed sum;
 - c) the reasons why the undisputed sum is due; and
 - d) the requirement on the Client to remedy the failure to pay

This right of termination does not apply where the failure to pay is due to the Client exercising its rights under this Call-Off Contract (including the right to set off under Clause 30).

25. CONSEQUENCES OF TERMINATION

- 25.1. Termination of a Project (and any Brief in respect of that Project) in accordance with the terms of this Call-Off Contract by either Party shall not serve to terminate this Call-Off Contract, which will continue in full force and effect.
- 25.2. If this Call-Off Contract is terminated, all ongoing and outstanding Projects (and any Brief in respect of those Projects) will also terminate on the same date as this Call-Off Contract.
- 25.3. Upon termination of this Call-Off Contract or a Project for any reason:
- 25.3.1. the Expiry Date or New Expiry Date shall be the date this Call-Off Contract terminates;
 - 25.3.2. the Client will pay the Agency all Contract Charges falling properly due and payable to the Agency prior to the date of termination (in accordance with Clause 9 where relevant);

- 25.3.3. each Party will, following a reasonable request by the other Party, promptly deliver or dispose of any and all materials and property belonging or relating to the other Party (including all Confidential Information) and all copies of the same, which are then in its possession, custody or control and which relate to all affected Projects. On the request of the other Party, each will certify in writing that the same has been done; and
- 25.3.4. the agency and its staff will vacate any premises of the Client occupied for any purpose of providing the Services or Deliverables.
- 25.4. Any provisions of this Call-Off Contract which are to continue after termination will remain in full force and effect after this Call-Off Contract is terminated. Such provisions may include (but are not limited to):
 - 25.4.1. Clause 15 (Confidentiality)
 - 25.4.2. Clause 16 (Agency warranties)
 - 25.4.3. Clause 17 (Client warranties)
 - 25.4.4. Clause 18 (Liability)
 - 25.4.5. Clause 19 (Insurance)
 - 25.4.6. Clause 20 (Intellectual Property Rights)
 - 25.4.7. Clause 21 (Audit)
 - 25.4.8. Clause 24 (Consequences of Termination)
 - 25.4.9. Clause 25 (Notices)
 - 25.4.10. Clause 27 (Staff Transfer)
 - 25.4.11. Clause 33 (General) and
 - 25.4.12. Clause 34 (Governing law and jurisdiction)

26. FORCE MAJEURE

- 26.1. Neither Party will have any liability under or be in breach of this Call-Off Contract for any delays or failures in performance which result from circumstances beyond the reasonable control of the Party seeking to claim relief (a **Force Majeure Event** and the **Affected Party**).
- 26.2. Following a Force Majeure Event, the Affected Party must promptly notify the other Party in writing, both when the event causes a delay or failure in performance, and when the event has ended. If a Force Majeure Event continues for 60 consecutive Working Days, the Party not affected by the Force Majeure Event can suspend or terminate this Framework Agreement. They must do so in writing and state the date from which the suspension or termination will come into effect.
- 26.3. If a Force Majeure event occurs, the Parties will use all reasonable endeavours to prevent and mitigate the impact and continue to perform their obligations under this Call-Off Contract as far as is possible. Where the Agency is the Affected Party, it will take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.

27. NOTICES

- 27.1. Any notices sent under this Call-Off Contract must be in writing and sent by hand, by post or by email. The table below sets out deemed time of delivery and proof of service for each.

Notice delivered	Deemed time of delivery	Proof of service
In person	At the time of delivery	Proof that delivery was made (e.g. a signature is obtained)
By first class post, special delivery or other recorded delivery	2 Working Days from the date of posting	Proof that the envelope was addressed and delivered into the custody of the postal authorities
Email	09:00 hours on the first Working Day after sending	Dispatched in an emailed pdf to the correct email address without any error message

- 27.2. The address and email address of each Party will be:

27.2.1. Agency: New.Business@mcsaatchi.com

27.2.2. Client: CommercialMarEvents@trade.gov.uk

- 27.3. For the purpose of this Clause and calculating receipt all references to time are to local time in the place of receipt.

28. STAFF TRANSFER

- 28.1. The Parties agree that

28.1.1. if providing the Services means staff must be transferred from the Client to the Agency, where the commencement of the provision of the Services or any part of the Services results in one or more Relevant Transfers, Schedule 3 (Staff Transfer) will apply as follows:

- where the Relevant Transfer involves the transfer of Transferring Client Employees, Part A of Schedule 3 (Staff Transfer) will apply
- where the Relevant Transfer involves the transfer of Transferring Former Agency Employees, Part B of Schedule 3 (Staff Transfer) will apply
- where the Relevant Transfer involves the transfer of Transferring Client Employees and Transferring Former Agency Employees, Parts A and B of Schedule 3 (Staff Transfer) will apply, and
- Part C of Schedule 3 (Staff Transfer) will not apply

- 28.2. Where providing the Services does not result in a Relevant Transfer, Part C of Schedule 3 (Staff Transfer)) will apply and Parts A and B of Schedule 3 (Staff Transfer) shall not apply; and

- 28.3. Part D of Schedule 3 (Staff Transfer) will apply on the expiry or termination of the Services or any part of the Services.

- 28.4. Both during and after the Term, the Agency will indemnify the Client against all Employee Liabilities that may arise as a result of any claims brought against the Client due to any act or omission of the Agency or any Agency personnel.

29. THIRD PARTY RIGHTS

- 29.1. Except for CCS and the persons that the provisions of Schedule 3 of this Call-Off Contract confer benefits on, a person who is not a Party to this Call-Off Contract has 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.

30. DATA PROTECTION, SECURITY AND PUBLICITY

- 29.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Agency is the Processor. The only processing that the Agency is authorised to do is listed in Schedule 8 (Authorised Processing Template) by the Client and may not be determined by the Agency.
- 29.2 The Agency shall notify the Client immediately if it considers that any of the Client instructions infringe the Data Protection Legislation.
- 29.3 The Agency shall provide all reasonable assistance to the Client in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Client, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 29.4 The Agency shall, in relation to any Personal Data processed in connection with its obligations under this Call Off Contract:
- (a) process that Personal Data only in accordance with Schedule 8 (Authorised Processing Template), unless the Agency is required to do otherwise by Law. If it is so required, the Agency shall promptly notify the Client before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures which have been reviewed and approved by the Client as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;

- (c) ensure that:
 - (i) the Agency Personnel do not process Personal Data except in accordance with this Call Off Contract (and in particular Schedule 8 (Authorised Processing Template));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Agency Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Agency's duties under this Clause;
 - (B) are subject to appropriate confidentiality undertakings with the Agency or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Client or as otherwise permitted by this Call Off Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
 - (i) the Client or the Agency has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Client;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Agency complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Client in meeting its obligations); and
 - (iv) the Agency complies with any reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- (e) at the written direction of the Client, delete or return Personal Data (and any copies of it) to the Client on termination of the Call Off Contract unless the Agency is required by Law to retain the Personal Data.

29.5 Subject to Clause 29.7, the Agency shall notify the Client immediately if it:

- (f) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (g) receives a request to rectify, block or erase any Personal Data;
- (h) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (i) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Call Off Contract;
- (j) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (k) becomes aware of a Data Loss Event.

- 29.6 The Agency's obligation to notify under Clause 29.5 shall include the provision of further information to the Client in phases, as details become available.
- 29.7 Taking into account the nature of the processing, the Agency shall provide the Client with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 29.5 (and insofar as possible within the timescales reasonably required by the Client) including by promptly providing:
- (a) the Client with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Client to enable the Client to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Client, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Client following any Data Loss Event;
 - (e) assistance as requested by the Client with respect to any request from the Information Commissioner's Office, or any consultation by the Client with the Information Commissioner's Office.
- 29.8 The Agency shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Agency employs fewer than 250 staff, unless:
- (a) the Client determines that the processing is not occasional;
 - (b) the Client determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Client determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 29.9 The Agency shall allow for audits of its Data Processing activity by the Client or the Client designated auditor.
- 29.10 The Agency shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 29.11 Before allowing any Sub-processor to process any Personal Data related to this Call Off Contract, the Agency must:
- (a) notify the Client in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Client;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 29.11 such that they apply to the Sub-processor; and
 - (d) provide them with such information regarding the Sub-processor as the Client may reasonably require.
- 29.12 The Agency shall remain fully liable for all acts or omissions of any Sub-processor.

- 29.13 The Client may, at any time on not less than 30 Working Days' notice, revise this Clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Call Off Contract).
- 29.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Client may on not less than 30 Working Days' notice to the Agency amend this Call Off Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

- 31.1. The Agency may not make any press announcements or publicise this Call-Off Contract or use the Client's name or brand in any promotion or marketing or announcement of orders without Approval from the Client.
- 31.2. The Agency will seek the Client's prior Approval before marketing their involvement in any Deliverable or draft Deliverable or entering into any industry awards or competition which will involve the disclosure of all or any part of any Deliverable or draft Deliverable.

31. RETENTION AND SET OFF

- 31.1. If the Agency owes the Client any money, the Client may retain or set off this money against any amount owed to the Agency under this Call-Off Contract or any other agreement between the Agency and the Client. In order to exercise this right, the Client will, within 30 days of receipt of the relevant invoice, notify the Agency of its reasons for retaining or setting off the relevant Contract Charges.
- 31.2. The Agency will make any payments due to the Client without any deduction. Deductions, whether by way of set-off, counterclaim, discount, abatement or otherwise, are not permitted unless the Agency has obtained a sealed court order requiring an amount equal to such deduction to be paid by the Client.

32. INCOME TAX AND NATIONAL INSURANCE CONTRIBUTIONS

- 32.1. Where the Agency or any Agency personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Call-Off Contract, the Agency will:
 - 32.1.1. comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, and
 - 32.1.2. indemnify the Client against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Agency or any Agency Personnel.
- 32.2. If any of the Agency Personnel is a Worker as defined in Call-Off Schedule 1 (Definitions) who receives consideration relating to the Services, then, in addition to its obligations under Clause 31.1, the Agency must ensure that its contract with the Worker contains the following requirements:
 - 32.2.1. that the Client may, at any time during the Term, request that the Worker provides information to demonstrate how the Worker complies with the requirements of Clause 31.1, or why those requirements do not apply to it. In such case, the Client may specify the information which the Worker must provide and the period within which that information must be provided
 - 32.2.2. that the Worker's contract may be terminated at the Client's request if:
 - 32.2.2.a. the Worker fails to provide the information requested by the Client within the time specified by the Client under Clause 31.2(a). and/or

- 32.2.2.b. the Worker provides information which the Client considers is inadequate to demonstrate how the Worker complies with Clause 31.2(a), or confirms that the Worker is not complying with those requirements
- 32.2.3. that the Client may supply any information it receives from the Worker to HMRC for the purpose of the collection and management of revenue for which they are responsible.

33. PREVENTION OF FRAUD AND BRIBERY

- 33.1. The Agency represents and warrants that neither it, nor to the best of its knowledge any of its staff or Sub-Contractors, have at any time prior to the Effective Date:
 - 33.1.1. committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; or
 - 33.1.2. been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 33.2. The Agency must not:
 - 33.2.1. commit a Prohibited Act; or
 - 33.2.2. do or suffer anything to be done which would cause the Client or any of the Client's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 33.3. The Agency shall during the Term:
 - 33.3.1. establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
 - 33.3.2. keep appropriate records of its compliance with its obligations under 32.3 (a) and make such records available to the Client on request;
 - 33.3.3. if so required by the Client, within 20 Working Days of the Effective Date, and annually thereafter, certify to the Client in writing that the Agency and all persons associated with it or its Sub-Contractors or other persons who are supplying the Services in connection with this Call-Off Contract are compliant with the Relevant Requirements. The Agency shall provide such supporting evidence of compliance as the Client may reasonably request; and
- 33.4. have, maintain and (where appropriate) enforce an anti-bribery policy to prevent it and any Agency staff or Sub-Contractors or any person acting on the Agency's behalf from committing a Prohibited Act. This anti-bribery policy must be disclosed to the Client on request.
- 33.5. The Agency shall immediately notify the Client in writing if it becomes aware of any breach of Clause 32.1, or has reason to believe that it has or any of the Agency staff or Sub-Contractors have:
 - 33.5.1. been subject to an investigation or prosecution which relates to an alleged Prohibited Act;

- 33.5.2. been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act;
 - 33.5.3. received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Call-Off Contract; or
 - 33.5.4. otherwise suspects that any person or Party directly or indirectly connected with this Call-Off Contract has committed or attempted to commit a Prohibited Act.
- 33.6. If the Agency makes a notification to the Client under to Clause 32.5, the Agency shall respond promptly to the Client's enquiries, co-operate with any investigation, and allow the Client to audit any books, records and/or any other relevant documentation in accordance with Clause 21 (Audit).
- 33.7. If the Agency breaches Clause 32.5, the Client may by notice:
- 33.7.1. require the Agency to remove any Agency Personnel whose acts or omissions have caused the Agency's breach from any Project; or
 - 33.7.2. immediately terminate this Call-Off Contract for material Default.
- 33.8. Any notice served by the Client under Clause 32.5 shall set out:
- 33.8.1. the nature of the Prohibited Act;
 - 33.8.2. the identity of the Party who the Client believes has committed the Prohibited Act;
 - 33.8.3. the action that the Client has elected to take; and
 - 33.8.4. if relevant, the date on which this Call-Off Contract shall terminate.

34. GENERAL

- 34.1. 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 this Call-Off Contract, and that this Call-Off Contract is executed by its duly authorised representative.
- 34.2. This Call-Off Contract 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 this Call-Off Contract on the basis of any representation that is not expressly incorporated into this Call-Off Contract.
- 34.3. Nothing in this Clause excludes liability for fraud or fraudulent misrepresentation.
- 34.4. Any entire or partial waiver or relaxation of any of the terms and conditions of this Call-Off Contract will 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 particular breach of this Call-Off Contract will not constitute a waiver of any right or remedy arising from any other breach of the same Call-Off Contract.
- 34.5. This Call-Off Contract does not constitute or imply any partnership, joint venture, agency, fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Call-Off Contract. Neither Party has, nor has represented, any authority to make any commitments on the other Party's behalf.

- 34.6. Unless expressly stated in this Call-Off Contract, all remedies available to either Party for breach of this Call-Off Contract are cumulative and may be exercised concurrently or separately. The exercise of one remedy does not mean it has been selected to the exclusion of other remedies.
- 34.7. If any provision of this Call-Off Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from this Call-Off Contract. Any severance will not, so far as is possible, modify the remaining provisions. It will not in any way affect any other circumstances of or the validity or enforcement of this Call-Off Contract.

35. DISPUTE RESOLUTION

- 35.1. The Parties shall resolve Disputes in accordance with the Dispute Resolution Procedure.
- 35.2. The Agency shall continue to provide the Services in accordance with the terms of this Call-Off Contract until a Dispute has been resolved.

36. GOVERNING LAW AND JURISDICTION

- 36.1. This Agreement will be governed by the laws of England and Wales.
- 36.2. Each Party submits to the exclusive jurisdiction of the courts of England and Wales and agrees that all disputes shall be conducted within England and Wales.

SCHEDULE 1

Definitions and Interpretation

1. INTERPRETATION

- 1.1. In this Call-Off Contract, any references to numbered Clauses and schedules refer to those within this Call-Off Contract unless specifically stated otherwise. If there is any conflict between this Call-Off Contract, the Letter of Appointment, the provisions of the Framework Agreement and the Brief(s), the conflict shall be resolved in accordance with the following order of precedence:
 - 1.1.1. the Framework Agreement, except Framework Schedule 9 (Tender)
 - 1.1.2. the Letter of Appointment (except the Agency Proposal)
 - 1.1.3. the Call-Off Contract Terms
 - 1.1.4. the applicable Brief(s)
 - 1.1.5. the Agency Proposal, and
 - 1.1.6. Framework Schedule 9 (Tender)
- 1.2. The definitions and interpretations used in this Call-Off Contract are set out in this Schedule 1.
- 1.3. Definitions which are relevant and used only within a particular Clause or Schedule are defined in that Clause or Schedule.
- 1.4. Unless the context otherwise requires:
 - 1.4.1. words importing the singular meaning include where the context so admits the plural meaning and vice versa
 - 1.4.2. words importing the masculine include the feminine and the neuter and vice versa
 - 1.4.3. the words 'include', 'includes' 'including' 'for example' and 'in particular' and words of similar effect will not limit the general effect of the words which precede them
 - 1.4.4. references to any person will include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind
 - 1.4.5. references to any statute, regulation or other similar instrument mean a reference to the statute, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted
 - 1.4.6. headings are included in this Call-Off Contract for ease of reference only and will not affect the interpretation or construction of this Call-Off Contract
 - 1.4.7. If a capitalised expression does not have an interpretation in Call-Off Schedule 1 (Definitions) or relevant Call-Off Schedule, it shall have the meaning given to it in the Framework Agreement. If no meaning is given to it in the Framework Agreement, it shall be interpreted in accordance with the relevant market sector/industry. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

1.5. In this Call-Off Contract, the following terms have the following meanings:

Advertising Regulations	A present or future applicable code of practice or adjudication of the Committee of Advertising Practice, Broadcast Committee of Advertising Practice or the Advertising Standards Authority (including any applicable modification, extension or replacement thereof), together with other UK laws, statutes and regulations which are directly applicable to the Services.
Agency Affiliate	Any company, partnership or other entity which at any time directly or indirectly controls, is controlled by or is under common control with the Agency, including as a subsidiary, parent or holding company.
Agency Confidential Information	Any information that the Agency gives to CCS or to Clients that is designated as being confidential, or which ought reasonably be considered to be confidential (whether or not it is marked “confidential”). This may include information, however it is conveyed, that relates to the Agency’s business, affairs, developments, trade secrets, Know-How, personnel and suppliers including all IPRs.
Agency Materials	Those Materials specifically created by any officers, employees, sub-contractors or freelancers of the Agency for the purposes of a Project, whether or not these materials are incorporated into Deliverables during the Term. (Includes any Materials adapted, modified or derived from the Client Materials).
Agency Proprietary Materials	Software (including all programming code in object and source code form), methodology, know-how and processes and Materials in relation to which the Intellectual Property Rights are owned by (or licensed to) the Agency and which: <ul style="list-style-type: none"> - were in existence prior to the date on which it is intended to use them for a Project, or - are created by or for the Agency outside of a Project and which are intended to be reused across its business
Agency Proposal	The Agency’s solution in response to the Client’s Brief, as set out in the Letter of Appointment.
Approval	Formal Approval from one Party to another, given in accordance with Clause 10.1 or 10.2.
Associates	A Party’s employees, officers, agents, sub-contractors or authorised representatives.
Authorised Agency Approver	Any personnel of the Agency who have the authority to contractually bind the Agency in all matters relating to this Call-Off Contract. They must be named in the applicable Brief, and the Client must be notified if they change.
Authorised Client Approver	Any personnel of the Client who have the authority to contractually bind the Client in all matters relating to this Call-Off Contract. They must be named in the applicable Brief, and the Agency must be notified if they change.

Brief	One or more documents (including the schedules attached) describing the relevant Project(s) as agreed and signed by the parties either as part of the Letter of Appointment or as a separate document under Clause 1.
Call-Off Contract	This contract between the Client and the Agency (entered into under the provisions of the Framework Agreement), which consists of the terms set out in the Letter of Appointment, the Call Off Terms, the Schedules and any Brief.
Call-Off Terms	The terms and conditions set out in this Call-Off Contract including this Schedule 1 but not including any other Schedules or Brief.
Central Government Body	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: Government Department; Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); Non-Ministerial Department; or Executive Agency.
Change of Control	Change of Control has the same meaning as in section 416 of the Income and Corporation Taxes Act 1988.
Client Affiliates	Any organisation associated with the Client that will directly receive the benefit of the Services. Client Affiliates must be named in Brief, or subsequently notified to the Agency.
Client Brief	The document containing the Client's requirements issued as part of the Call Off Process set out in Section 3 of the Framework Agreement.
Client Cause	A situation where the Client does not fulfil its obligations in connection with this Call-Off Contract (including its payment obligations), and as a consequence the Agency is prevented from performing any of the agreed Services and/or providing any of the agreed Deliverables.
Client Confidential Information	All Client Data and any information that the Client or CCS gives to Agencies that is designated as being confidential, or which ought reasonably be considered to be confidential (whether or not it is marked "confidential"). This may include information, however conveyed, that is politically or security sensitive and/or relates to the Client's business, affairs, developments, trade secrets, Know-How, personnel and suppliers.
Client Data	Data, text, drawings, diagrams, images or sounds (together with any database made up of any of these), including any Client's Confidential Information, supplied to the Agency by or on behalf of the Client, or which the Agency is required to generate, process, store or transmit in connection this Call-Off Contract, and any Personal Data for which the Client is the Data Controller.
Client Materials	Any Client Data, client equipment, computer systems, software, documents, copy, Intellectual Property Rights, artwork, logos and any other materials or information owned by or licensed to the Client which are provided to the Agency or its Associates by or on behalf of the Client.
Confidential Information	The Client's Confidential Information and/or the Agency Confidential Information.

Contract Charges	All charges payable by the Client for the Services provided under this Call-Off Contract calculated in accordance with Framework Schedule 3 (Charges Structure) and the Letter of Appointment including all Approved costs properly incurred by the Client including but not limited to all Expenses, disbursement, taxes, sub-contractor or third party costs, and fees.
Contracting Body	CCS, the Client and any other bodies listed in the OJEU Notice.
Contract Finder	the Government's publishing portal for public sector procurement opportunities.
Contract Year	A consecutive 12- month period during the Term commencing on the Effective Date or each anniversary thereof.
Controller	Has the meaning given in the GDPR.
Data Protection Legislation	<ul style="list-style-type: none"> the GDPR, the LED and any applicable national implementing Laws amended from time to time; the DPA to the extent that it relates to processing of personal data and privacy; all applicable Law about the processing of personal data and privacy;
Data Protection Officer	Has the meaning given in the GDPR.
Data Subject	Has the meaning given in the GDPR.
Data Subject Access Request	Means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
Default	Any breach of the obligations of the Agency (including but not limited failing to provide any Deliverables by any date set out in the applicable Brief (or any other deadline agreed by the Parties in writing), and abandonment of this Call-Off Contract in breach of its terms) or any other default (including material Default), act, omission, negligence or statement of the Agency, of its Sub-Contractors or any of its staff howsoever arising in connection with or in relation to the subject-matter of this Call-Off Contract and in respect of which the Agency is liable to the Client.
Deliverables	The advertising, creative and other materials which are to be provided by the Agency as specified in a Brief.
Dispute	Any dispute, difference or question of interpretation arising out of or in connection with this Call-Off Contract, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Variation Procedure or any matter where this Call-Off Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure.

Dispute Resolution Procedure	The dispute resolution procedure set out in Call-Off Schedule 4 (Dispute Resolution Procedure).
DPA	Means the Data Protection Act 2018 as amended from time to time;
Effective Date	The date this Call-Off Contract starts, as set out in the Letter of Appointment.
Environmental Information Regulations or EIRs	The Environmental Information Regulations 2004 together with any related guidance and/or codes of practice issued by the Information Commissioner or relevant Government department.
Expenses	Reasonable travelling, hotel, subsistence and other expenses incurred by the Agency in connection with the supply of Services and Deliverables, provided that such Expenses have either received the Client's prior Approval or are in accordance with any expenses policies which have been supplied to the Agency and set out in the agreed Brief.
Expiry Date	The date this Call-Off Contract ends, as set out in the Letter of Appointment.
Extension Expiry Date	The latest date this Call-Off Contract can end, as set out in the Letter of Appointment.
FOIA	The Freedom of Information Act 2000 as amended from time to time and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation.
Force Majeure	<p>Means:</p> <ul style="list-style-type: none"> • acts, events, omissions, happenings or non--happenings beyond the reasonable control of the affected Party • riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare • fire, flood, any disaster and any failure or shortage of power or fuel • an industrial dispute affecting a third party for which a substitute third party is not reasonably available <p>but does not mean</p> <ul style="list-style-type: none"> • any industrial dispute relating to the Agency, its staff, or any other failure in the Agency's (or a subcontractor's) supply chain • any event or occurrence which is attributable to the wilful act, neglect or failure to take reasonable precautions against the event or occurrence by the Party concerned, and • any failure of delay caused by a lack of funds

Framework Agreement	The framework agreement between Crown Commercial Services and the Agency reference number: RM3774 referred to in the Letter of Appointment.
Framework Price(s)	The maximum charges the Agency may charge as set out in Schedule 3 to the Framework Agreement.
Further Competition Procedure	The process of a Client issuing a Brief and the Agency submitting a proposal in response to such Brief, as set out in Framework Clause 3.10.
GDPR	means the General Data Protection Regulation (Regulation (EU) 2016/679)
Good Industry Practice	Standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector.
Guarantee	A deed of guarantee that may be required under this Call Off Contract in favour of the Client in the form set out in Framework Schedule 9 (Guarantee) granted pursuant to Clause 3 (Call Off Guarantee).
Guarantor	The person, in the event that a Guarantee is required under this Call Off Contract, acceptable to the Client to give a Guarantee.
Impact Assessment	The assessment to be carried out by a Party requesting a Variation in accordance with Clause 9.4.
Information	The same meaning given under section 84 of the Freedom of Information Act 2000 as amended from time to time
Insolvency Event	Means, in respect of the Agency: <ul style="list-style-type: none"> a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986; or b) a winding-up resolution is considered or passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or

	<p>h) where the Agency is an individual or partnership, any event analogous to these listed in this definition occurs in relation to that individual or partnership; or</p> <p>any event analogous to these listed in this definition occurs under the law of any other jurisdiction.</p>
Intellectual Property Rights or IPR	<p>The following rights, wherever in the world enforceable, or such similar rights, which have equivalent effect, including all reversions and renewals and all applications for registration:</p> <ul style="list-style-type: none"> • any patents or patent applications • any trade marks (whether or not registered) • inventions, discoveries, utility models and improvements whether or not capable of protection by patent or registration • copyright or design rights (whether registered or unregistered) • database rights • performer's property rights as described in Part II of the Copyright Designs and Patents Act 1988 and any similar rights of performers anywhere in the world • any goodwill in any trade or service name, trading style or get-up and <p>i) any and all other intellectual or proprietary rights</p>
Key Individuals	<ul style="list-style-type: none"> • Individuals named by the Agency in the Letter of Appointment or Brief as having a major responsibility for delivering the Services.
Law	Any law, subordinate legislation, bye-law, enforceable right, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Agency has to comply.
LED	means the Law Enforcement Directive (Directive (EU) 2016/680)
Letter of Appointment	The Letter of Appointment, substantially in the form set out in Framework Schedule 4, signed by both Parties and dated on the Effective Date.
Losses	Any losses, damages, liabilities, claims, demands, actions, penalties, fines, awards, costs and expenses (including reasonable legal and other professional expenses) to either Party subject to Clause 18.1 and 18.2.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Materials	Any artwork, copy, models, designs, photographs, commercial, feature film, character, music, voice over, sound recording, performance, book,

	painting, logo, software, or any other material protected by Intellectual Property Rights.
Moral Rights	All rights described in Part I, Chapter IV of the Copyright Designs and Patents act 1988 and any similar rights of authors anywhere in the world.
New Expiry Date	Has the meaning given to it in Clause 2.3
Personal Data	Has the meaning given in the GDPR
Personal Data Breach	Has the meaning given in the GDPR
Processor	Has the meaning given in the GDPR
Prohibited Act	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Client or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> a) induce that person to perform improperly a relevant function or activity b) reward that person for improper performance of a relevant function or activity c) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement; d) commit any offence: <ul style="list-style-type: none"> • under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or • under legislation or common law concerning fraudulent acts; or • defrauding, attempting to defraud or conspiring to defraud the Client; or <p>any activity, practice or conduct which would constitute one of the offences listed above if such activity, practice or conduct had been carried out in the UK;</p>
Project	<ul style="list-style-type: none"> • Any project(s) agreed between the Parties from time to time by which the Agency is to perform the Services which are the subject of this Call-Off Contract and supply Deliverables to the Client as more fully described in the applicable Brief;
Project Commencement Date	The date a Project will start, as set out in the relevant Brief.
Project Completion Date	The date by which a Project is to be completed, as set out in the relevant Brief.
Project Notice Period	The period of notice for cancellation of a Project as set out in the Brief.
Project Term	The period during which the Services for each Project will be provided as specified in the applicable Brief.
Protective Measures	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that

	availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it
Purchase Order Number	The order number set out in the Letter of Appointment.
Rate Card	The Agency's rate card set out in Framework Schedule 3.
Records	The accounts and information maintained by the Agency related to the operation and delivery of this Call-Off Contract, including all expenditure which is reimbursable by the Client, as are necessary for the provision of management information and to enable the Client to conduct an audit as set out in Clause 21.
Rectification Plan	The rectification plan pursuant to the Rectification Plan Process.
Rectification Plan Process	The process set out in Clauses 5.8 to 5.14.
Regulations	The Public Contracts Regulations 2015.
Relevant Requirements	All applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
Request for Information	A request for information or an apparent request relating to this Call-Off Contract or the provision of the Services or an apparent request for such information under the FOIA or the EIRs.
Schedule	Any Schedule attached to this Call-Off Contract.
Services	The Services to be supplied by the Agency under this Call-Off Contract and in accordance with Framework Section 2, as set out in the relevant Brief. This includes the provision of Deliverables.
SME	Means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises; and
Special Terms	Any terms specifically designated as varying these Call Off Terms or the terms of any schedule, as set out in the applicable Brief.
Standards	Any: <ul style="list-style-type: none"> standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Agency would reasonably and ordinarily be expected to comply with; standards detailed in the specification in Framework Section 2 (Services and Key Performance Indicators);]

	<ul style="list-style-type: none"> standards detailed by the Client in the Letter of Appointment and any Brief or agreed between the Parties from time to time; <p>relevant Government codes of practice and guidance applicable from time to time.</p>
Statement of Work	For the purpose of this Call-Off Contract this has the same meaning as "Brief" and the terms shall be used interchangeably.
Sub-Contract	A contract entered into between the Agency and a Sub-Contractor.
Sub-Contractor	Any person or agency appointed by the Agency to provide elements of the Services on behalf of the Agency to the Client.
Sub-processor	Any third party appointed to process Personal Data on behalf of the Agency related to this agreement
Tender	The tender submitted by the Agency in response to the Invitation to Tender and set out at Framework Schedule 10 (Call Off Tender).
Term	<p>The period from the Effective Date to the earlier of:</p> <ul style="list-style-type: none"> the Expiry Date or New Expiry Date; and any date of termination
Territory	The United Kingdom, unless specified otherwise in the applicable Brief. Publication and marketing on globally accessible mediums such as the internet shall not mean that the Territory is deemed to be worldwide.
Third Party Materials	Any Materials used in the Deliverables which are either commissioned by the Agency from third parties or which have already been created by a third party and the Agency proposes to use. Excludes software which is owned or licensed by a third party.
Transparency Principles	The principles set out at www.gov.uk/government/publications/transparency-of-suppliers-and-government-to-the-public detailing the requirement for the proactive release of contract information under the Government's transparency commitment.
Transparency Reports	The information relating to the Services and performance of this Call-Off Contract which the Agency is required to provide to the CCS in accordance with its reporting requirements.
Variation	A change in this Call-Off Contract that is formally agreed by both Parties, as detailed in Clause 10.2.
Variation Form	The template form to process and record variations to this Call-Off Contract as set out at Schedule 5.
Worker	Any Agency personnel to whom the Client considers Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) applies

	See https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees
Working Day	Any day other than a Saturday, Sunday or public holiday in England and Wales.
VCSE	Means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

SCHEDULE 2
Specification of Services

1 GENERAL

This section sets out:

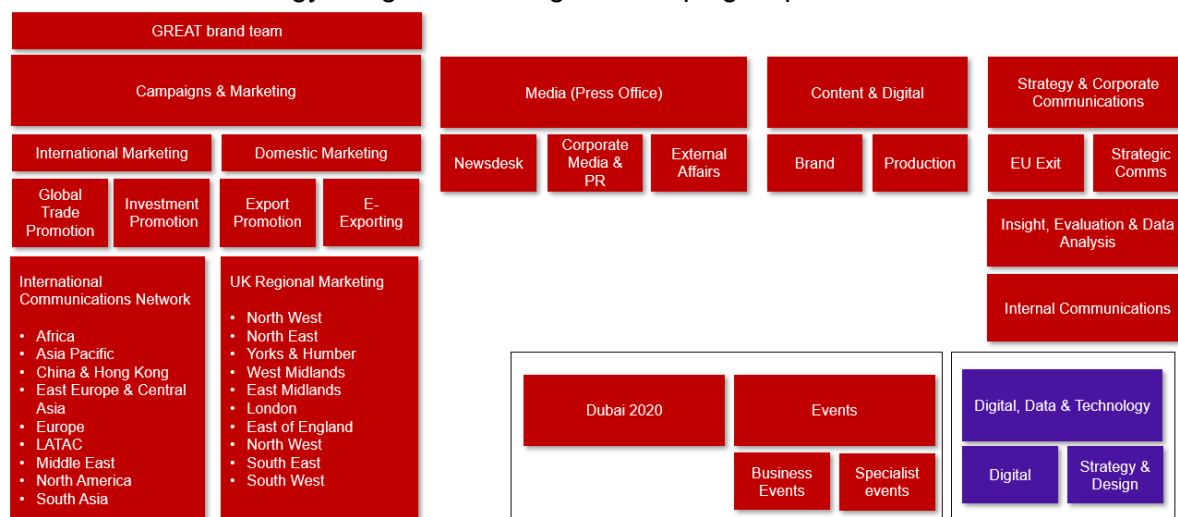
- The accountabilities of DIT, the Client; and
- The “Agency requirements” for this procurement. Please note that these are mandatory service requirements that the “Agency” is expected to meet and provide.

2 DIT MARKETING ACTIVITY

Overarching

- 2.1 The Client’s Communication & Marketing (C&M) directorate and Digital, Data and Technology (DDaT) directorate support the departmental mission to promote and increase UK exports, and promote the UK as a place for investment. The focus in 2020 onwards will be by audience:
- 2.1.1. Domestic: UK businesses who wish to seize the opportunity of exporting overseas and stakeholders in the UK Trade debate. Campaigns will aim to drive supply of UK businesses exporting. Previously campaigns have included Exporting is GREAT and E-Exporting is GREAT.
- 2.1.2. International: Overseas business investors or buyers who are likely to invest or procure goods and services. Campaigns will aim to drive demand for the UK. Previously campaigns have included the Invest in GREAT, Global Trade Campaign and GREAT International Trade Campaign.
- 2.2. The Client also has the scope, where needed, to deliver new or different campaigns to reach the right people and businesses that help it to achieve its goals; for example relating to potential future Free Trade Agreements with other countries and campaigns linked to government policies (e.g. Freeports).
- 2.3. The Client consists of any communication or marketing requirement across the Department for International Trade and Other Government Departments (OGDs) with an aligned requirement. The DIT Communication & Marketing directorate is the lead directorate in managing work within scope of this contract and be the gatekeeper for other directorates (and OGDs) to leverage this contract. The other major stakeholder is the Digital, Data and Technology directorate.

- 2.3.1 The Communication & Marketing directorate is an international network of communication and marketing professionals, with 150 staff in the UK, 65 staff at post across 22 countries. Current capabilities within the directorate include strategy, insight, marketing and campaigns, press and media, content and digital, strategy, insight, marketing and campaigns, press and media, content and digital,



events, social media, internal communications, public affairs, and evaluation.

3 AGENCY SUPPORT FOR DIT MARKETING – CURRENT MODEL

Current Model

- 3.1 The Client has previously procured contracts that focus on one specialist function (i.e. creative, planning, production etc.) and has also limited certain contracts to just domestic or just international campaign work. Aligned to our audience-based approach and Major Communication Projects (MCPs) that link to the Department's core objectives, the Client has reviewed its approach to working with agencies.

4 NEW MODEL

- 4.1. The Client's ambition is to have a streamlined Agency group model with a suite of capabilities available with a lead strategic Agency at the helm. The need for a domestic campaign that feeds directly into an international campaign, as well as consistency of messaging, is paramount.

- 4.2. The Client is looking to award a single overarching Call-Off Contract. The scope includes a set of core services (Tier 1) that are an ongoing and vital requirement across all marketing work.
- 4.3. Tier 1 services can be delivered directly by the Agency, or through partners in their group; subcontracted companies on this or other frameworks; or subcontracted partners elsewhere. However, they are core services and the Agency needs to demonstrate the ability to deliver these across all campaigns from commencement.
- 4.4. The scope of this contract also includes a set of specialist functional requirements (Tier 2), that the Client may need to use on a project-by-project basis both domestic and international. The Agency once again can deliver this themselves; or through partners in their group; subcontracted companies on this or other frameworks; or subcontracted partners elsewhere. Where a Tier 2 service is not a part of the Agency's core business, the Client encourages the Agency to fully utilise its supply chain to identify a suitable specialist partner to deliver the Client's Tier 2 requirement on its behalf.
- 4.5. The Client reserves the right to separately procure Tier 2 services elsewhere. Regardless of whether Tier 2 services are provided directly by the Agency, by a partner or subcontractor of the Agency, or by an agency separately procured by the Client, the Agency will (on request of the Client) be responsible for:
- Briefing Tier 2 service providers where they are delivered via a subcontractor;
 - Providing all necessary contextual information and insights to the Tier 2 service provider for them to deliver the highest quality outputs where they are delivered via a subcontractor;
 - Ensuring delivery of projects to time and on budget;
 - Ensuring high quality outputs from Tier 2 service providers where they are delivered via a subcontractor;
 - Providing updates to the Client on schedules, budgets and project management.

Where the Client is managing projects directly with a separately procured Tier 2 agency (or a Tier 3 Agency – see model), the Agency may be called on to:

- Provide insights to that subcontracted Tier 2 service provider;
 - Be involved in working groups; and
 - Any other support as required.
- 4.6. For any subcontracted services at Tier 2, the Client expects a significant number of these agencies to be Small and Medium Enterprises (SMEs), and encourages, where needed, partnerships or subcontracts with agencies on the Communication Services Framework (RM3796) to deliver these requirements.

- 4.7. To comply with [Procurement Policy Note \(PPN\) 01/18](#), if, during the life of the contract, the need arises for the Agency to let a new subcontract for any service from this contract, or re-subcontract any part of the services, and the subcontract is £25,000 or more, the Agency must advertise this opportunity on the Government Contracts Finder website. (Please note this does not apply to subcontracts established as part of the bidding process).
- 4.8. The Client requires that the Agency procures any subcontract (regardless of value) in a transparent and fair manner and allows the involvement of the Client in the procurement of any subcontract if the Client requests it.
- 4.9. Figures 1 to 3 below shows how the Client visualises the structure of the Tier 1 and 2 services in relation to out of scope services and in-house DIT services:



Figure 1 - DIT Marketing Agency Support Model – Tier 1

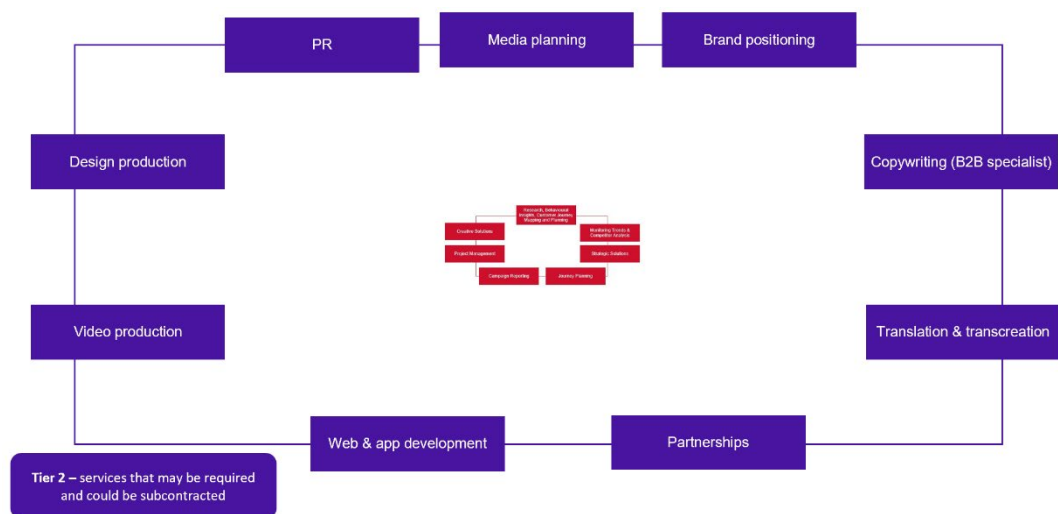


Figure 2 - DIT Marketing Agency Support Model – Tier 2

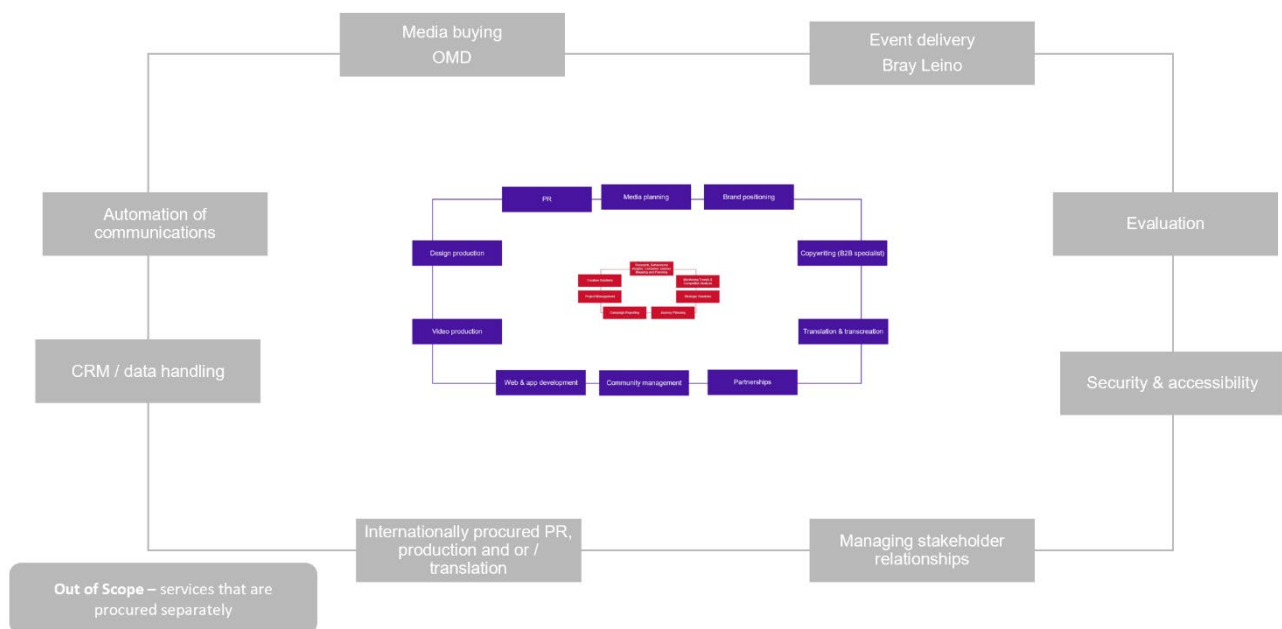


Figure 3 - DIT Marketing Agency Support Model – Out of Scope

DIT Responsibilities

4.10 The Client's Communication & Marketing Directorate has responsibility:

- To Manage:
 - Projects via the main stakeholders leading the management under this model, potentially including a domestic lead, international lead and a Major Communications Project (MCP) lead. These people are the main points of contact for the Agency, on a project basis. This may change through the life of the Contract.
 - The Agency's performance to ensure the approaches recommended are delivered in a timely manner and meet our requirements.
 - Internal stakeholders within DIT to ensure the model is used correctly.
 - Clear domestic and international goals so the Client can ensure that both objectives are met.
- To Provide:
 - Clear briefs that provide the Agency with all the information required to deliver the brief.
 - Where subcontracting arrangements exist at Tier 2, goals around the management of Tier 2 Agencies to ensure collaboration.
 - Minimum spends around the model to ensure it is used efficiently.
 - Existing Departmental insights.
- To Perform:
 - Setup quarterly feedback sessions that cover both Tier 1 and Tier 2 services, including any subcontracted/partner agencies, to evaluate the model and identify any challenges.

4.11 The Agency must refer to Appendix D – Ways of Working and Agency Management for further clarification on the proposed way of how the Contract is to operate.

4.12 The Client has also provided, in Appendix E to this ITFC, an Information Pack that provides information that will give background and context to the Services that are required.

5 AGENCY CORE REQUIREMENTS – TIER 1

5.1. (A) Research, Behavioural Insights, Customer Journey Mapping and Planning

The Agency is required to provide evidenced insights and develop these to actionable strategies and tactics for both online and offline interventions and activities. The Agency needs to demonstrate its ability to provide strategic solutions/journey planning, including consideration of the Client's owned channels. The Client wants to ensure that all activity going forward is driven by insights from the following list. Some may be services procured from the Agency, but they may also be gathered from the Client's internal work or third-party agency as part of the evaluation process.

- **Behavioural insights** – insights into our audience's attitudes, behaviours and perceptions that help inform our strategic thinking and develop our planning and creative routes.
- **Customer Journey Mapping** – provide clear and in-depth analysis into our audience's journey; identifying strategic moments for interventions and how audiences interact with our owned, earned and paid media channels.
- **Planning** – strategic thinking about our owned and earned channels and how we can optimise these.
- **Research** – it is vital that all our activity has been tested and is driven by insight. This can be a combination of existing DIT insight and insight that is commissioned.
- **Dashboard** – the Agency must deliver monthly dashboards through the PRISM and PORTRAITS systems in collaboration with the Client's Insight and Evaluation team.

Client Accountabilities

The Client will work with the Agency to share existing research/insight. The Insight & Evaluation team will also be in regular contact with the Agency to ensure consistency and alignment across all projects.

5.2. (B) Monitoring Trends & Competitor Analysis

The Agency is required to provide regular insights and learnings into the Client's defined audiences and recommendations on how these learnings can be applied to strategic approaches. The Agency will monitor owned, earned and paid social channels and provide feedback and insights, along with deeper analysis and sentiment tracking analysis across our key stakeholders, advocates and competitors. The Agency will also help define domestic

and international trends, along with external horizon scanning for key industry reports to help shape our strategic communications and priorities.

Client Accountabilities

The Client will outline the key sectors and markets we want to focus on domestically and internationally. The Client will liaise with the Agency on existing organic social activity along with any monitoring dashboards currently used.

5.3. (C) Strategic Solutions

The Agency is required to develop strategic communication solutions for domestic and international audiences engaged in the export, trade and investment debates. These communications go beyond typical campaign messaging and include wider, more corporate strategic communications with external stakeholders that can be used for different projects and events.

The content will focus on Government to Business and Government to Government audiences, however, may not be limited to these over the period.

Client Accountabilities

The Client will liaise with internal stakeholders to ensure alignment of overarching activities and objectives and feed this back to the Agency.

5.4. (D) Journey Planning

The Agency is to provide clear journey/channel plans that incorporate strategic thinking and how this can be applied to teams within the Client's organisation rather than solely focusing on paid media approaches; this can incorporate existing Client research. Where a Tier 2 service is subcontracted, the Agency is required to collaborate with any Tier 2 agencies to develop this journey.

The Agency is required to look at the bigger picture of the Client's channel/journey planning, rather than focusing solely on the paid channel mix or creative route. Channels that may be included within this planning are (but not limited to) Events, Public Affairs and other owned and earned channels. Proposals may include collaboration via Tier 2 services (including any of those that are subcontracted).

Client Accountabilities

The Client will inform the Agency of existing channel and journey knowledge and coordinate any out of scope agencies when necessary.

5.5. (E) Campaign Reporting

The Agency is responsible for coordinating and delivering all quarterly Post Campaign Analysis (PCAs), and where subcontracted, combining reports from all relevant Tier 2 agencies. The Agency should also lead on the creation of campaign metrics, key performance indicators (KPIs) and benchmarks to align all channel activity (with the assistance of the specialist Tier 2 agencies where they have been subcontracted).

The Agency is responsible for delivering the PCAs to the Client and liaising with any Tier 2 agencies (where they have been subcontracted) to ensure analysis is delivered as one consistent piece rather than by each agency separately.

The Agency is responsible for ensuring that all benchmarks, KPIs and metrics are met across both tiers of services.

Client Accountabilities

The Client will confirm all data required along with any out of scope partners that should be involved with the PCA.

5.6. (F) Project Management

The Agency is responsible for liaising with and managing the provision of Tier 2 services, whether that be through themselves, a partner agency or a subcontractor. The Agency will provide the Client with the relevant briefing documents for all partners, ways of working guidelines for all parties to adhere to, organograms of key contacts across DIT, Tier 1 and Tier 2 services, critical paths, stakeholder maps and finance documents.

Where a Tier 2 service is subcontracted or provided through partner agency, the Agency is expected to create and maintain good relations with all Tier 2 agencies and lead the management of the relationship. The Agency should ensure the Tier 2 agencies (where they are not the Agency) are involved with all relevant projects and it is their responsibility to brief them

Client Accountabilities

The Client will have three main stakeholders, with a minimum of two leading on any project. These stakeholders will include a domestic, lead, international lead and a representative from a Major Communications Project (MCP). The domestic and international leads is responsible for ensuring that work briefed into the Agency is done to a high quality. They will also act as

gatekeepers to the department. Other key stakeholders will include both the Director for Marketing and Campaigns and Deputy Director of Marketing.

5.7. (G) Creative Solutions

The Agency is responsible for the development of all domestic and international hero creative and associated guidelines, informed by the strategic communications and plans previously defined. The Agency is required to develop accompanying brand or creative guidelines and share with the Marketing and Content & Digital teams.

Client Accountabilities

The Client will liaise with internal stakeholders to confirm working capabilities internally. The Client will sign off hero creatives with internal stakeholders (such as the Content & Digital team) ensuring that all creatives align with the GREAT guidelines and ensure consistency across all creatives.

5.8 (H) Data Handling

The Agency will adhere to the Client's data standards at all times, including but not limited to:

- Using agreed Client reference datasets to ensure data captured can be analysed and re-used effectively.¹
- Making data available to the Client's reporting and analysis platform, Data Workspace (this may be via an API or other means).
- Integrating with the Client's consent service to ensure GDPR compliance

The Agency will work to the GDS Service Standard when producing content for great.gov.uk. and will engage the Client's Digital, Data and Technology team early (making use of existing governance routes) when considering initiatives that have a dependency on this team. The Agency will utilise established assurance processes if seeking to make use of digital, data or technology solutions and ensure any content that it produces for businesses on great.gov.uk is compliant with relevant accessibility legislation.

¹ DDaT maintain a list of 'reference datasets' on the DIT Data Workspace: <https://data.trade.gov.uk/datasets/?q=&use=0>. These datasets show the agreed lists of key data points that we capture across various services. They act as a common language for our services, so that we can easily combine data from different systems. If the Agency is developing any web-forms, or capturing/classifying data, the Client requires them to use these lists to enable the ongoing use of the data thereafter.

6 SPECIALIST REQUIREMENTS – TIER 2

In addition to the core, tier 1 services provided by the Agency, the Client also has a set of tier 2 services that it considers specialist. It is up to the Agency how they provide these services (themselves or through a subcontracted partner). However, where a Tier 2 service is not a part of the Agency's core business, the Client encourages the Agency to fully utilise its supply chain to identify a suitable specialist partner to deliver the Client's Tier 2 requirement on its behalf.

The Agency must take note of any Key Performance Indicator (KPI) set by the Client linked to engagement with SMEs as part of their supply chain.

6.1. (A) Translation, Transcreation & Proofreading

The Client may require translation, transcreation and proofreading in multiple languages. The Client may require the Agency to provide these services across some or all of the required languages, but may also require that the Agency coordinate with additional agencies overseas who will provide certain languages where separately procured by the Client locally. In this case, the Client will require the Agency to have the capability to coordinate and liaise with these local translation, transcreation and proofreading services contracted by Post overseas to ensure consistency across the work and delivery to deadline.

It is the Agency's responsibility to manage the relationship with any local agencies and raise any concerns with the Client and ensure all communication/messaging is consistent across the different regions.

Client Accountabilities

The Client will liaise with international stakeholders to ensure the procurement of international services and inform the Agency once these have been procured.

6.2. (B) Copywriting (B2B Specific)

The Agency is required to develop copy appropriate for Government to Business (G2B) and Government to Government (G2G) audiences, with strong attention to detail. This will range in formality from campaign messaging to corporate stakeholder communications. The content will need to be appropriate for domestic and international audiences and the Agency is responsible for liaising with international teams when necessary.

The Agency is responsible for ensuring consistency across all communications, with strong attention to detail. The Agency will need to liaise with both domestic and international teams.

Client Accountabilities

The Client will confirm internal capabilities and liaise with the Agency the scope of the requirements.

6.3. (C) Brand Positioning

The Agency is required to help frame the Client's tone of voice and how we can adapt this to a campaign and stakeholder level. The Agency is also be required to understand the values of the wider GREAT campaign, how the Client can adapt it for use while also contributing to the overall values of the campaign.

The Agency will need to demonstrate a clear understanding of who DIT are, what the GREAT campaign stands for and how we use it while continuing to build on the brand and what it represents.

Client Accountabilities

The Client will liaise with internal stakeholders (such as the GREAT team) to ensure work is in accordance with the GREAT guidelines.

6.4. (D) Web & App Development

This service includes any changes that would be made to the Client's site or customer journey online across the domestic and international pages including any back-end updates (for example to amend our Search Engine Optimisation – SEO or data management), web analytics insights such as Google Analytics and any development on additional government pages such as Aventri (Aventri is the event planning tool used by the Client to promote and manage international, local and online events).

The Agency is required to support the Client with any proposed amendments to the site (domestic and/or international) along with any additional government pages such as Aventri. The Agency will need to liaise with internal stakeholder to ensure all updates are in accordance to guidelines and data regulations.

Client Accountabilities

The Client will maintain ownership of all Government websites and liaise with internal stakeholders as and when changes are needed, ensuring consistency across the updates and that they are in accordance with guidelines and data regulations.

6.5. (E) Partnership Marketing

This service refers to all types of partnerships and not just paid media. The Agency will support key aspects of the Client's partnerships-making, including scoping/brokering new partnerships, producing insight-led strategies and implementation plans delivering/evaluating activity across several internal Client teams.

Develop and implement a compelling offer for domestic and international partners that will allow the Client to work with a greater variety of partners. This may include development of new partnerships as well as the nurture of existing, and the creation of bespoke materials and resources for partners.

Client Accountabilities

The Client is accountable for defining all existing private sector and business partnerships that the Agency could support.

6.6. (F) Design Production

The Agency is required to work with the Client's Content & Digital team to work on delivery of various artwork sizes required for channel plan, particularly where required at speed.

Any creative work produced by the Agency needs to adhere to the Client's brand and creative guidelines. The Agency should liaise with the relevant stakeholders from the start of any production project to ensure compliance.

Client Accountabilities

When design production is required, the Client will liaise with internal stakeholders to confirm working capabilities internally and confirm scope of work along with the exact requirements with the Agency.

6.7. (G) Video Production

The Agency is required to assist with/supply bespoke film and video outputs as required as well as capability to supply freelance crews to supplement internal teams. This needs to be applicable for both domestic and international production.

The Agency is required to work with the Client's internal stakeholders in the development of any video production ensuring that it adheres to the Client's brand and creative guidelines. Video production may include, but is not limited to -

- Documentary style brand content

- Animations
- Event filming (including live streaming)
- Scripted content
- Video News Releases

This includes all pre-production (story research, creative development, shoot and crew planning, contributor engagement, pre-production interviews and logistics) production (kit hire, relevant insurances, responsibility for release forms and approvals) and post production (edit, edit producers, colour grading, motion graphics and sound dub).

Client Accountabilities

When video capabilities are required, the Client will liaise with internal stakeholders to confirm internal working capacity and confirm the exact requirements needed with the Agency which could cover domestic or international (or both).

6.8. (H) Media Planning

The Agency is required to plan activity for both domestic and international audiences. Where this service is subcontracted, the subcontracted agency will need to work with the Agency to demonstrate combined strategic thinking across all DIT offline and online channels, encompassing owned, earned and paid channels.

The Agency is required to demonstrate strategic planning capability for both domestic and international markets. The Agency is expected to work collaboratively with the Media Buying agency (Tier 3, out of scope service), coordinating and liaising with each other on proposals when necessary to ensure consistency. The Agency is responsible for providing buying briefs to the Media Buying agency. The Client will not manage this relationship.

Client Accountabilities

Where the service is subcontracted for, the Client will run regular reviews to ensure both parties are working together collaboratively.

6.9. (I) Public Relations (PR)

The Client's PR requirements are both domestic and international. Any PR work is done in collaboration with the Client's in-house Corporate Media & PR team (part of Media / press office).

Internationally this would include:

- Internationalising content that's been created for UK media outlets
- Delivering international coverage when a separate procurement does not exist (e.g. ministerial visits)
- Working with any international (local) PR agencies and / or Foreign and Commonwealth Office press officials to ensure consistency of core message and build additional local contacts (not translation)

Domestically:

- Liaise with stakeholders from within the Client's organisation to identify and develop stories for placement in national, regional and trade press.
- Develop a strategy for earned media that compliments the broader domestic activity. (Earned media strategy should be multi-channel and consider all supporting media outputs (e.g. bespoke photography and video)).
- Respond to briefs for PR moments as required

PR solutions proposed by the Agency should be actionable by the Client's major overseas markets which encompasses brand, low cost/no cost PR, stakeholders and partnership marketing while ensuring consistency across all content.

Client Accountabilities

The Client will liaise with internal stakeholders (domestic – press team, international – local Posts overseas) to define the scope of work required.

6.10. (J) Future Requirements

The Client wishes to remain flexible during the contract period and there may be additional services required that are currently unforeseen on a domestic and/or international front that will fall under the umbrella of the directorate. These may include (although not limited to):

- **Surge Resourcing** – the Client may require additional resource to assist with projects on a case by case basis. This could be additional desk support, or the need of a more specialist skillset not currently held by the Client.
- **Canvassing Stakeholders** – the Client may require additional resource to assist to help with desk research to build out a list of key stakeholders and advocates we can liaise with in relation to the US Free Trade Agreements (FTAs).

- **Community Management** – the Client manages their social channels in house, but scope exists for some aspects of this (e.g. closed groups) to sit within an Agency. A wider requirement may be support in the area of growing and managing a programme of national advocates, both online and offline.
- **Virtual Reality (VR)/Augmented Reality (AR)** – the Agency may be required to demonstrate VR/AR capabilities if needed on a domestic and/or international front.

If/when necessary, the Agency will respond accordingly to the Client's additional requirements, managing expectations of timelines and cost.

If the Agency is providing additional resource to source new stakeholder/advocate relationships, the Agency will accept that any contacts gained or built belong to the Client and not the Agency.

Any community management capabilities that are utilised need to demonstrate an overarching strategy that can be applied to all channels while ensuring consistency across hero messaging.

Client Accountabilities

The Client wishes to remain flexible to future demands and will confirm scope of work required with internal stakeholders on a case by case basis. Once confirmed, the Client will clearly outline to the Agency what specialist support is needed along with timelines and deliverables of the project. If any canvassing is required, the Client will own all stakeholder relationships.

SCHEDULE 3:STAFF TRANSFER

NOT USED

SCHEDULE 4:

DISPUTE RESOLUTION PROCEDURE

1. Nothing in this dispute resolution procedure will prevent the Parties from seeking an interim court order restraining the other Party from doing any act or compelling the other Party to do any act.
2. The obligations of the Parties under this Call-Off Contract will not be suspended, cease or be delayed during a dispute.
3. If any dispute arises between the Parties in connection with this Call-Off Contract, they must try to settle it within 20 Working Days of either Party notifying the other of the dispute.
4. If the Parties have not settled the Dispute in accordance with paragraph 3 above, they must notify CCS of the details of the Dispute and escalate the dispute to the Client Representative, the Agency Representative and CCS who will have a further 10 Working Days from the date of escalation to settle the dispute.
5. If the dispute cannot be resolved by the Parties within 30 Working Days of the notice given under paragraph 3 above, they must refer it to mediation, unless the Client considers that the dispute is not suitable for resolution by mediation.
6. If a dispute is referred to mediation, the Parties must:
 - appoint a neutral adviser or mediator (the “**Mediator**”). Ideally, Parties will agree on this appointment. If they are unable to agree upon a Mediator within 10 Working Days of the proposal to appoint a mediator, or the chosen Mediator is unable or unwilling to act, either Party may apply to the Centre for Effective Dispute Resolution to appoint a Mediator
 - meet with the Mediator within 10 Working Days of the appointment, to agree how negotiations will take place and relevant information will be exchanged
7. Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it will be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
8. If the Parties reach a resolution, a written agreement may be produced for both Parties to sign. Once signed, this agreement will be binding on both Parties.
9. If the Parties fail to reach a resolution, either Party may invite the Mediator to provide a non-binding but informative opinion in writing. This opinion will be provided without prejudice and cannot be used in evidence in any proceedings relating to this Call-Off Contract without the prior written consent of both Parties.
10. If the Parties fail to reach a resolution within 90 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then the dispute may be referred to arbitration, unless the Client considers that it is not suitable for resolution by arbitration.
11. If a dispute is referred to arbitration, the Parties must comply with the following provisions:
 - the arbitration will be governed by the provisions of the Arbitration Act 1996

- the London Court of International Arbitration (LCIA) procedural rules will apply and are deemed to be incorporated into this Call-Off Contract. It however there is any conflict between the LCIA procedural rules and this Call-Off Contract, this Call-Off Contract will prevail
- the decision of the arbitrator shall be binding on the Parties (in the absence of any material failure by the arbitrator to comply with the LCIA procedural rules)
- the tribunal shall consist of a sole arbitrator to be agreed by the Parties
- if the Parties fail to agree on the appointment of the arbitrator within 10 Working Days or, if the person appointed is unable or unwilling to act, LCIA will appoint an arbitrator, and
- the arbitration proceedings shall take place in a location to be agreed between the Parties.

SCHEDULE 5: VARIATION FORM

No of Call Off Letter of Appointment being varied:

.....

Variation Form No:

.....

BETWEEN:

The Secretary of State for the Department for International Trade ("the Client")

and

M&C Saatchi (UK) Ltd. ("the Agency")

1. This Call-Off Contract is varied as follows and shall take effect on the date signed by both Parties:

[Insert details of the Variation]

2. Words and expressions in this Variation shall have the meanings given to them in this Call-Off Contract.
3. This Call-Off Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Client

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Agency

Signature

Date

Name (in Capitals)

Address

SCHEDULE 6: ADDITIONAL CLAUSES

NOT USED

CALL OFF SCHEDULE 7: MOD DEFCONS AND DEFFORMS

NOT USED

SCHEDULE 8: AUTHORISED PROCESSING TEMPLATE

1. The contact details of the Client Data Protection Officer are:

[REDACTED]

[REDACTED]

2. The contact details of the Agency Data Protection Officer are:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Contract Reference:	CR_126
Date:	1 April 2020
Description of Authorised Processing	Details
Identity of the Controller and Processor	<i>Client as Controller</i> The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Agency is the Processor.

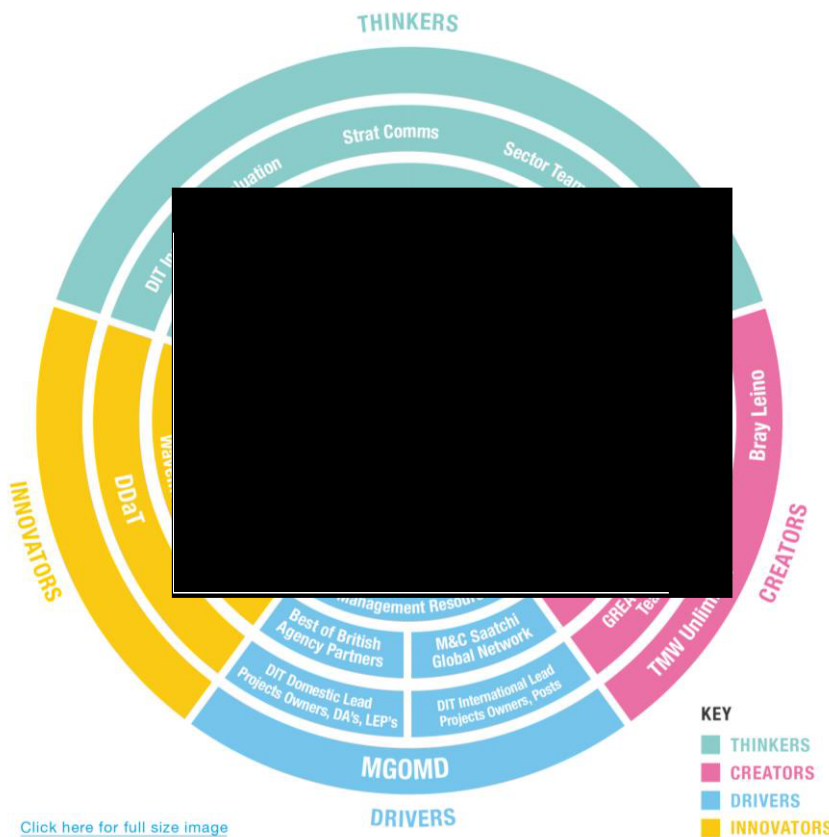
Subject matter of the processing	For the purposes of delivering the various campaigns and targeting audiences appropriately, data will be collected primarily on businesses and their activities in respect of exporting and investment, this may include details about employees of these businesses.
Duration of the processing	Initial period: from 1 April 2020 to 31 March 2022 Maximum extension period: 1 April 2020 to 31 March 2024
Nature and purposes of the processing	Information on businesses will be collected, stored and analysed as part of the planning and also evaluation to assess effectiveness of campaigns.
Type of Personal Data	Could include names, addresses, emails and phone numbers of employees/owners of UK and overseas businesses.
Categories of Data Subject	Members of the public, owners and employees of both domestic and international businesses.
Retention and Destruction of Data	For the Contract Duration, including in any enabled extension(s).

SCHEDULE 9

AGENCY RESPONSE

A TEAM TO DELIVER RADICAL CHANGE FOR DIT (A)

This proposal is submitted on the day the UK leaves the European Union. Our proposal reflects the new brand of thinking in Government – new energy that embraces the nation, supports ‘levelling up’ and drives growth. We will take responsibility for change and support DIT in shaping the next era of UK international trade promotion.



A new organisational structure:

A new team to address the new world:

Thinkers (a richer set of strategic skillsets),
Creators (more, different types of talent),
Innovators (the best and newest technologies), and
Drivers (delivering agreed project outcomes).

Client and agency in union:

This is not just an agency team structure. It brings together talents from across tiers 1, 2, 3 and 4 into a single operating team. It will eliminate silos and foster collaboration with shared aims, ensuring cohesion between DIT, its internal specialists and the wider agency network (including tier 2 services contracted independently by DIT).

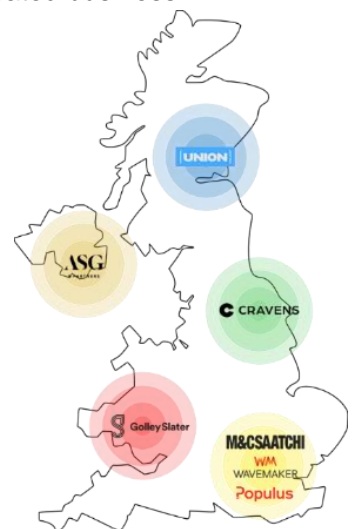
A senior Core Team:

This Core Team will work directly with DIT’s marketing leadership team. Dedicated business directors for international and domestic will work hand-in-hand with DIT to harness the resources of the **Thinkers**, **Creators**, **Innovators** and **Drivers** to ensure integrated delivery using a matrix way of working.

A new centre of gravity, from Channel-led to Outcome-led working: Our new operating model will ensure that the right resources can be deployed to meet the desired objective, these could be international or domestic and in any channel. Our ability to operate in this way has been enhanced by bringing new skills into our company, including: customer journey specialists, technologists and, via M&C Saatchi Intelligence, access to data scientists and proven Performance Marketing tools.

Access to a collection of best-in-class specialists: We have partnership agreements in place with specialists who bring particular knowledge and skills: our research partner *Populus* and our media & data partner *Wavemaker*. Both represent the best in their field and are companies with whom M&C Saatchi and DIT have worked successfully.

Accessing UK regional insight and talent – Best of British: We have regional partners, if required, to support with local insight and activation in each home nation. Note: all are SMEs.



An international network combining creative centres of excellence with local media insight and delivery: M&C Saatchi, Wavemaker and Populus have a combined international network across all major DIT markets and HMTC regions. We make up a network of over 8,000 people in over 90 countries worldwide. Transcreation partner Creative Translation provides access to 3,000 in-market linguists with hubs in London, New York and Singapore.

MANAGING SUBCONTRACTORS AT TIERS 1 & 2 (B)

For occasional subcontractors: Written, project-specific scope of work prior to commencement; Statement of Work (to be signed off by the DIT Project Owner) containing a detailed description of services; delivery timetable; agreed cost inclusive of fees and payment terms. Best-of-three arrangements can be put in place for certain budget limits.

For key, regular subcontractors (e.g. Wavemaker and Populus): Establish clearly defined roles and responsibilities across all projects. Subcontractors will operate according to the same (transparent) remuneration framework agreed on an institutional level.

To ensure quality control, responsibility for each of these subcontractors will lie with the most senior party in charge of the four sections of agency resource:

Resource	Thinkers		Creators	Drivers	Innovators
Responsible	██████████	██████████	██████████	██████████	██████████
Subcontractors	Populus Insight partners, including Wavemaker	Data Partners, including Wavemaker	Video, Photography & Design Production Companies B2B Copywriters (where outsourced)	Invoicing, cost control and SLAs for all Subcontractors Best of British Partners	Web/App Developers AR/VR providers

COLLABORATING WITH DIT SPECIALISTS AND THIRD PARTY AGENCIES (C) & (D)

A matrix working process for collaboration: Our new organisational structure brings together client and all Tier 1, 2, 3 and 4 agencies and specialists under a single unified model. This means that a team comprising the right resources (within DIT, M&C Saatchi and from agency partners) can be put together at the inception of any project, aligned on outcomes, to deliver the best results.

Co-location for seamless delivery - M&C Saatchi Inside: We will co-locate M&C Saatchi resource permanently inside DIT with scale and nature of the co-located team flexing as project needs change over time. This resource will act as a champion for cross-departmental/agency collaboration and will help embed understanding, improve agility and speed of response. This will be of particular importance when building relationships with Tier 4 in-house specialists, enabling regular and ongoing contact as well as information sharing.

A BRAND-NEW MI DASHBOARD TO OPTIMISE CAMPAIGN PERFORMANCE (E)

We will create for DIT an all-new MI Reporting Dashboard, comprising two separate functions:

Contract Management: Everything in a single, transparent portal from invoicing to workflow to status reports.

Campaign evaluation and reporting: PRISM, our new campaign optimisation platform will be built into the MI Reporting Dashboard, pulling in fast and slow data, to show DIT how the campaign is performing in real time. More detail on PRISM can be found in the response to question (3).

IDENTIFYING SUBCONTRACTORS (F)

The 'GREAT' collective: As well as already having a world class roster of production partners ready to go live from day 1, we propose a novel approach to identifying and selecting new suppliers where they are needed. We will manage a nationwide competition, on DIT's behalf, that will select a shortlist of SME talent to work on projects. It will comprise, for example, a Videographer, Illustrator, Animator, 4D and Immersive Experience Creator, etc. They represent the best of British. The roster will be reviewed annually.

Methodology

- We assessed the branding, positioning and messaging of the defined competitors
- We mapped their customer journeys, doing ‘mystery shopping’ for key services
- We assessed their data offering, ease of contact, search visibility and priority touchpoints
- We reviewed their media approach and creative output across all channels

How we selected competitors

We did nine deep dives into direct competitors, defined as follows:
Risk: countries that compete most directly for the UK’s market share
Opportunity: countries where there is the biggest opportunity for the UK to steal market share
Best Practice: best practice in the field of Trade & Investment promotion, from whom we believe there is the most to learn

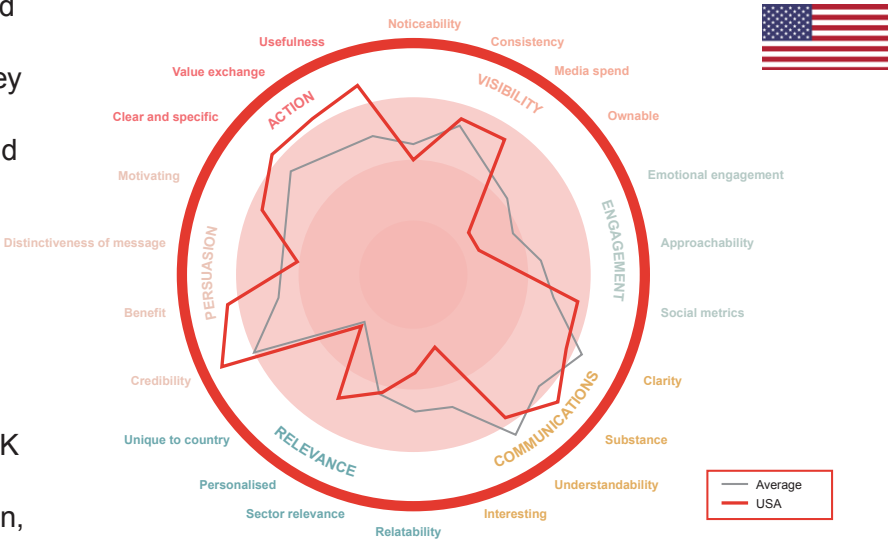


Analysing their performance

We mapped out brand behaviour across six categories relevant to the customer journey, each containing measurable criteria.

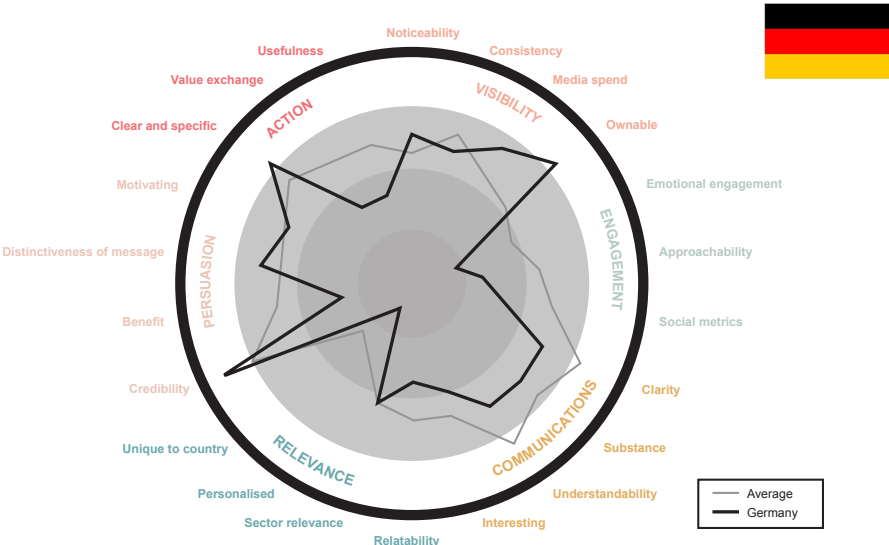
Visibility	Noticeability Consistency	Media Spend Ownability
Engagement	Emotion Approachability	Social metrics
Communication	Clarity Substance	Intelligibility Interest
Relevance	Relatability Relevance	Personal Unique
Persuasion	Credibility Benefit	Distinctive Motivation
Action	Clarity Utility	Value exchange

In-depth Country Analysis



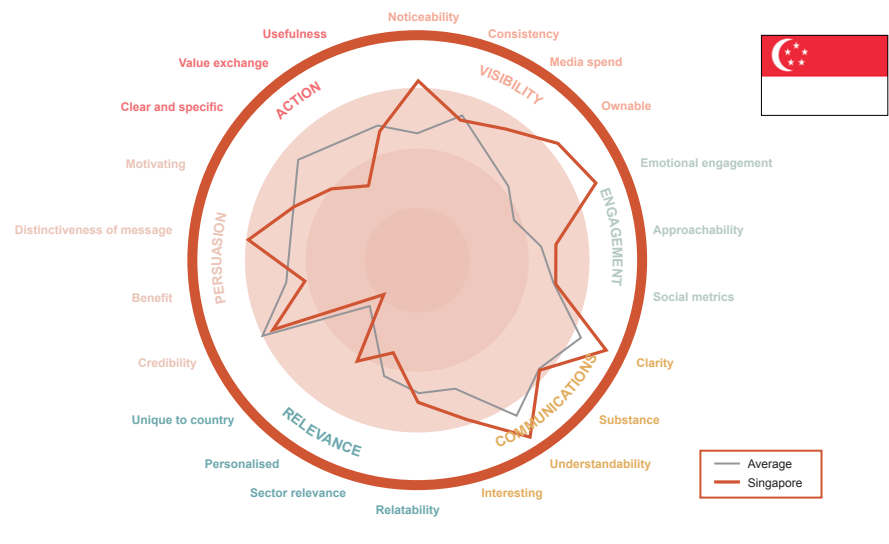
Event-driven approach leaning on history of innovation

- Select USA events are a key component of activity, capturing and repurposing talks as content for the website
- Clear in terms of ask of audience, the value exchange offered and the utility provided
- Examples being the ‘Cost of Ownership Estimator’ and the ability to benchmark key offers (e.g. Capex, taxation) against any economy globally
- Largest advertising spend in Mexico
- Relies on credibility and substance of country proposition, further substantiated by partnerships such as Harvard Business School, who deliver some of the online tools



Asserts position in Europe, focused on generating leads

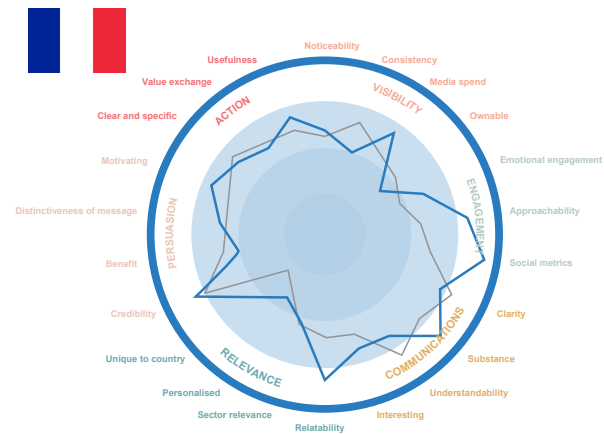
- Visible and ownable asset - Germany Works - carried through in all communications
- However, low emotional engagement, further evidenced through low interactions on social channels. Largest advertising spend in Holland
- Persuasion based largely on credibility of offer rather than communication of specific benefit
- Provides a bespoke ‘Brexit’ service with people who can be directly contacted. Webinars held live every week
- Industries handled at a subsector level – high degree of choice and detail
- Trade focus online is for exporters, its doesn’t directly address the buyer audience – tenders for exporters published online



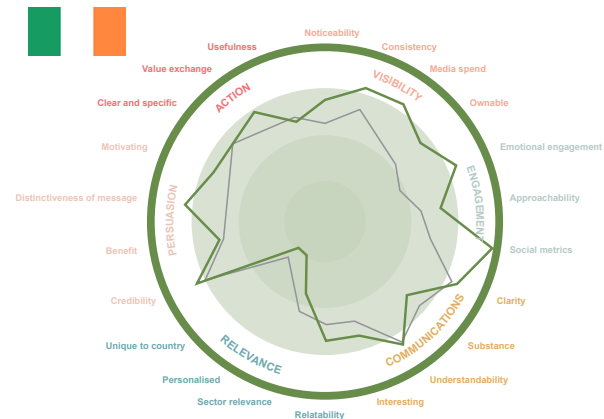
Start-up focused messaging telling stories of Singapore

- Significant engagement due to emotional approach
- Positions the ‘Singapore Story’ as success against the odds. Showcases business that are doing the same in Singapore
- Case studies are witty, captivating and well made. They create a sense of excitement and opportunity.
- Falls short in providing utility and value exchange
- Visible in terms of both media spend and distinct nature of approach
- Largest advertising spend in Germany

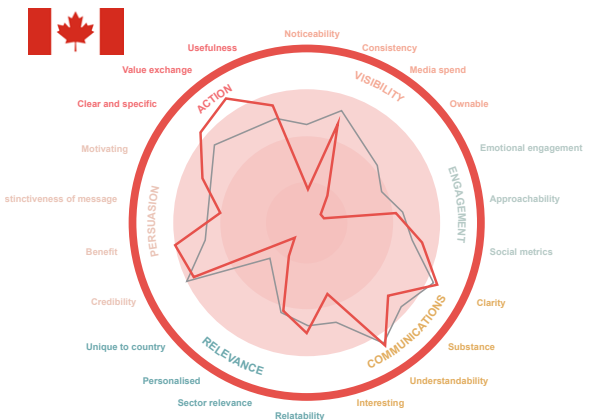
Topline Country Analysis



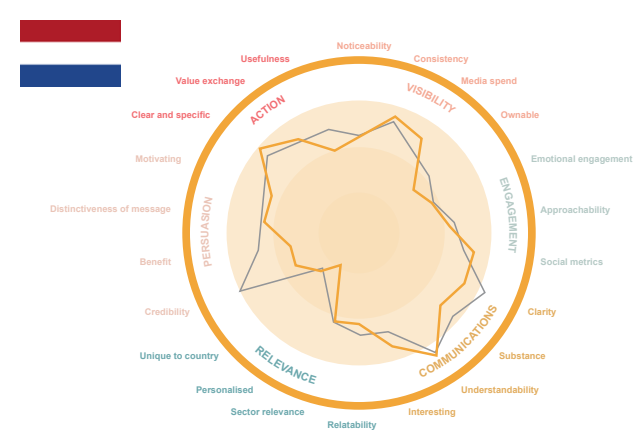
Strong social engagement, takes a country targeted approach, promoting supplier events and skewing towards trade promotion



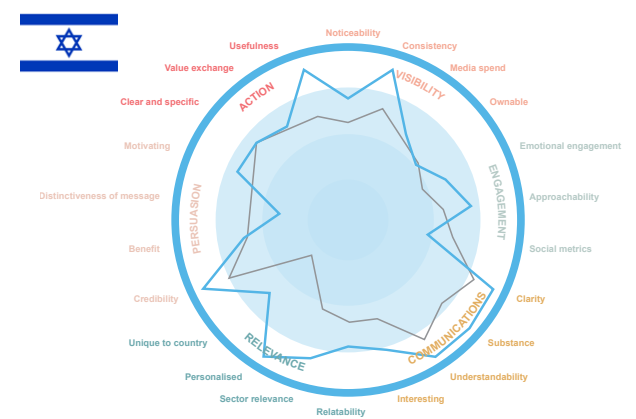
Communicates services with value, e.g. ‘The landing space’ Purpose built office space for companies wishing to make a fast entry.



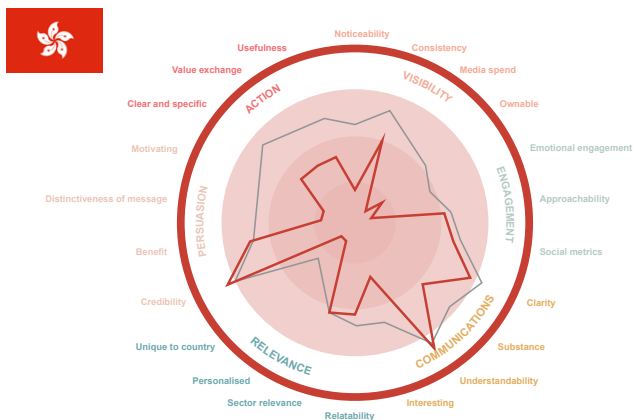
Focuses on their key themes; access to the Canadian and US markets, great talent and political neutrality and stability



Running an international farming campaign to promote competitive advantage of the Netherlands agrifood and horticulture supply chains to potential global partners



Website UX is best-in-class delivering on their investment promise of ‘ease’ with a suite of helpful support tools



InvestHK utilizes credentials in financial sector and as a gateway to Asia. Event focused

Sector Analysis

Life Sciences - Opportunity to elevate incentives and networks
Emphasis on **available talent**, particularly at PHD level, and in STEM occupations.
Size of domestic market key point of communication - e.g. Germany emphasises number of hospitals, and **number of people in market for specific drugs** (e.g. diabetes).
Specificity around sub sectors communicates specialism - e.g. the **US splits out its specific drugs markets**.
Incentives are hidden - Canada has investment programs and affiliate bodies, but all link out to third party before relevancy established.
Events are more easily discovered through third parties and conference organisers, rather than specifically promoted by promotion agencies.
Non-for-profit industry organisations funded by the Government, such as GenomeCanada provide a deeper understanding of the market opportunity than the promotion agency.

Financial and Professional Services - Combine innovation culture and regulatory environment
FinTech and Financial Services positioned separately. The latter focuses on sub-sectors, whereas the former majors on innovation. Hong Kong is particularly strong on FinTech, using norming to make the latest FinTech developments feel safe and established in the territory.
Focusing on sector specific finance opportunities can bring to life opportunities. For example Ireland pulls out its specialism in Aviation Leasing, providing stature to its overall sector proposition.
Professional services are not featured prominently by many competitors. Germany promote a “Corporate services” sector, but it is nebulous and unspecific in its offer (mostly IT, not specialist areas such as law).

Technology - Make relevant to other sectors to drive relevance
Tech is intangible, so talk about tech success stories with an angle
It’s important to find something distinctive about your tech offer, as tech in and of itself has no clear identity.
Marketing most successful when delineated down vertical market lines. For example Holland does this well in the context of green mobility. They find a content pillar and then build a rich case around it rather than spreading the messaging too thin.
Content clearly aimed at startup businesses is key in this sector, particularly given the area of the world of tech the UK is shooting for. Hong Kong do this with particular strength, building an annual calendar moment around this in StartUp Festival supported by a distinct startup brand “Startmeup.hk”.

Creative - Create value in “UK creativity” across all sub-sectors
Is not a widely promoted key sector - for example Germany and Singapore. Is promoted by Hong Kong (film heritage), but not by Ireland, enhancing the strength of Northern Ireland as the creative hub on the island.
Creativity covers a wide array of sub-sectors that might not see themselves as similar to one another. The USA promotes “**Media & Entertainment**” as a sector, as does Canada, which is more direct (e.g. music, film, publishing), but without the implied benefit of creativity.
Canada is one of the UK’s biggest rivals for video games, giving particular focus to both the titles developed in the country (e.g. FIFA), the number of jobs it supports (220k) and the number of studios it is home to (692).

Be Distinct	Convey Benefits	Have a point of view
<p>A sea of sameness: There are well-worn territories in trade and investment promotion. “Right place, Right time” takes you to the Republic of Ireland, whereas ‘The right place. The right people’ will take you to Israel. Canada promotes itself as ‘#1 most attractive country for entrepreneurs’, the USA claims ‘#1 country for entrepreneurship’. And Israel is ‘a competitive nation of entrepreneurs’.</p> <p>Everybody has a top claim: Countries choose the most convenient measure from rankings. Germany is top 5 for infrastructure according to WEF. Canada “air transport infrastructure is the best in the world”. France has Europe’s leading business aviation airport.</p> <p>Thematic positionings cut through better : ‘Germany Works’ crystallises their engineering heritage into a broader platform. France is seeking the same effect with ‘Créative France’.</p>	<p>Most countries are inward looking, promoting features not benefits: The narrative of ‘Germany Works’ explains different ways Germany works across sectors, rather than benefits to partners. France suffers a similar problem. Le French Fab film promises a ‘solutions revolution’, but then lists French achievements without elevating them to a benefit.</p> <p>In North America the picture is different: Whilst both Canada and the US lack a thematic positioning, their marketing focuses more on the end benefit. For investors, Canada’s promise is “your business expansion destination”, followed by reassurance of ‘reduced risk’. The USA uses benefit-led messaging throughout comms. For example, ‘Select USA’ qualifies the investment offering with clearly laid out reasons to invest.</p>	<p>Some countries generate engagement with a strong point of view on the world: The Netherlands frame their Trade & Invest opportunities as solutions to societal challenges. Their website sets out a position on social justice issues; content promotes stories of businesses making positive impact; their blog extends this with articles on “Using data for positive impact” and “Water as leverage: solutions to water related challenges”.</p> <p>Countries investing in long form content: Israel provides depth on key issues and key sectors. Beyond its digital presence, it ensures offline interactions are rich too. They host conferences which bring together academics, industry thought leaders, policymakers, researchers and entrepreneurs.</p>
<p>Concluding Insight: Being thematically distinctive beats rational claims of differentiation</p> <p>There is a gap in being distinctive and simple. The UK has a strong start with GREAT, a highly recognisable asset. To be distinctive we must instil GREAT with meaning relevant to a post Brexit, changing world, not falling back on marginal differentiators.</p>	<p>Concluding insight: Conveying benefits rather than features reflects an understanding of audience decision-making</p> <p>Investing and trading overseas is a significant business decision. More can be done to demonstrate the operational and competitive advantages to be derived from trade with the UK.</p>	<p>Concluding insight: Having a point of view as a country can create stand out and engagement</p> <p>A point of view on a sector can elevate a country, add value to the target audience and give a reason to engage frequently rather than as a passing visitor to their online presence. Credibility can be enhanced with partnerships.</p>
Share your data	Valuable interactions	System 1 > System 2
<p>Countries sharing data to help audience decision making: France has an attractiveness scoreboard that provides rich data on pillars of the French economy, from their FDI rates to labour productivity, employment rates and state expenditure.</p> <p>Countries using data for social norming : Germany publishes their FDI data, creating reassurance and norming the decision to choose Germany. The USA goes further and provides infographics which reveal the impact of FDI on different sectors, e.g. Agribusiness. They also publish online reports that present dense data in visually appealing ways.</p>	<p>Most countries lack a structured, simple customer journey: There is a tendency to supply information rather than guide potential partners through an intuitive and responsive journey relevant to their business, sector and needs.</p> <p>However, some countries do stand out for having specific tools that drive desired behaviour: Israel has a web app that allows users to start their investment directly through the website, by filling out a highly-chunked form which allows the app to identify personalised opportunities.</p> <p>Norway has a highly focused matchmaking tool focusing on sustainability opportunities.</p>	<p>Most countries prioritise rational over emotional positionings: Although the USA packages its features as benefits, it does so in a rational way. Its website is structured around rational reasons to invest (Invest Here, Grow Here, Succeed Here). Germany’s brand film positions it as the most rational choice for investors, by underlining the nation’s reputation for quality, efficiency and reliability.</p> <p>Only a minority deploy more emotional claims: Singapore uses ‘passion made possible’. It showcases individual stories of Singaporeans who have overcome adversity. It seeks to balance left and right brain decision-making.</p>
<p>Concluding Insight: Share your data and make it interesting to consume</p> <p>Business audiences are hungry for data. Manipulating it to add value to decision-making or to nudge behavioural change is a big opportunity.</p>	<p>Concluding Insight: Make every intervention a simple input with meaningful output</p> <p>Online and off, every interaction needs a value exchange clearly communicated and built in. Audiences are time poor so the process needs to be responsive to their inputs with an offer relevant to each stage of the customer journey.</p>	<p>Concluding Insight: Appeal to hearts as well as minds: System 1 trumps System 2</p> <p>The importance of British soft power is well understood. It creates emotional resonance. To build on this there is an opportunity to create a sense of magic to go with the mechanics of investing or trading with the UK.</p>

<p>We have permission to be <u>bold</u> in how we position the UK</p>	<p>Reframing trade and exporting as the road to sustainable <u>growth</u> unites all segments</p>	<p>How businesses self-identify is a key driver for behavioural change</p>
<p>Brexit has not had a negative impact on buyers/investors</p> <p>Favourability tracks higher across all markets than familiarity revealing a clear opportunity to exploit latent goodwill towards the UK</p> <p>There is a belief that “there is a lot of demand for British products and services around the world”, with an average agreement with statement of 78%</p>	<p>Domestically, more businesses see themselves in the market to grow, than in the market to export. Even if they do export they don’t always identify as an ‘exporter’</p> <p>Clear appetite for international growth with 69% agreeing that “international growth is an exciting prospect for my business”</p> <p>However, there is a clear need to communicate the growth story, with variance between the segments, from 93% agreement down to 34%</p>	<p>The biggest opportunity is SMEs that are both ‘open’ and ‘global’ mindsets. They have the confidence and the strategy to export successfully.</p> <p>SMEs with ‘closed’ and ‘national’ mindsets are still motivated by growth, but they need reassurance on the risk and workload</p> <p>‘Global’ and ‘open’ SMEs are more innovative: almost three times as likely to apply for legal protection.</p>
<p>International buyers are under pressure to stay up to date with the <u>latest</u> developments in their sector</p>	<p>Different segments require <u>tailored</u> navigation and nudges</p>	<p>British <u>quality</u> is multi-faceted but is currently only seen as being premium</p>
<p>In order to deliver for their business, buyers need to stay up to date with both innovation and obsolescence within their category</p> <p>Procurement professionals are currently unaware of the value of HMTC’s; valuing their own expertise in their sector above third party organisations</p> <p>There is an unmet need in the market for a trusted partner who can inspire buyers with the latest developments in their sector</p>	<p>‘Sustain’ and ‘Promote’ segments have different needs based on capabilities/ attitudes</p> <p>Existing exporters (e.g. Sustain) are looking for tools, whereas others (e.g. Promote) require inspiration as they don’t recognise the opportunity in exporting</p> <p>Peer to peer and trusted networks help reassure audiences and normalise exporting attitudes and behaviours</p>	<p>Quality is the most sought-after attribute from people looking to buy goods from another country. ROI is the most desired attribute for Invest audiences.</p> <p>The need to better define UK quality is clear “focus on promoting expertise and technical innovation... where procurers are actively seeking a trusted, quality product”</p> <p>British quality encapsulates innovation, transformation and new thinking, reframing it will help increase the UK’s value proposition</p>

Competitive Opportunity		Research Insight	Strategic Recommendations
Distinct	X	Bold	1
Benefits	X	Growth	2
P.O.V	X	Identity	3
Share	X	Latest	4
Intervention	X	Tailored	5
System 1	X	Quality	6

1. Make GREAT feel new again...

A dynamic movement reflecting the confident post-Brexit UK.

Make GREAT open source: owned by every business looking to grow

Accelerates GREAT's ability to unleash the energy British businesses

Give GREAT a sense of renewed mission

GREAT = unlocking growth both at home and abroad

2. Communicate and prove that GREAT is the edge...

Help businesses take the challenges of a changing world in their stride.

GREAT = unfair advantage over the competition

GREAT will enhance the value equation

Create a sense of loss aversion

Key reference tool for international businesses

3. Elevate British SMEs

Celebrate their rightful position as engines of innovation.

Capture the spirit of entrepreneurship in the UK

Make being a UK small business a badge of honour

Small businesses that export aren't small businesses, they're mini multi-nationals

GREAT will be seen as a necessary ingredient of success for international companies

4. Better align supply and demand marketing activity

Create a marketplace with a richer value exchange for both buyers and sellers

Co-ordinate domestic and international campaigns so that together they support an overarching aim

Provide branded tools that can be used with confidence

Provide valuable content by sector, not just valuable contacts

Share data and knowledge by sector

5. Create simplicity/relevance in customer journeys

Match an audience's revealed need to the most relevant GREAT offer.

Triage tool = first step

Ensure sector relevancy to audiences

Make the first step easy, risk-free and socially normed

Demonstrate the value of repeat engagement with GREAT

Help convert audiences to more valuable segments

6. Create a kitemark

GREAT becomes a shorthand for quality - an ingredient brand not just as master brand.

Allowing verified UK businesses access to a GREAT kitemark

Deliver a toolkit that transforms small businesses into both partners and brand advocates

Enable every international buyer to easily identify a business that will give them an edge



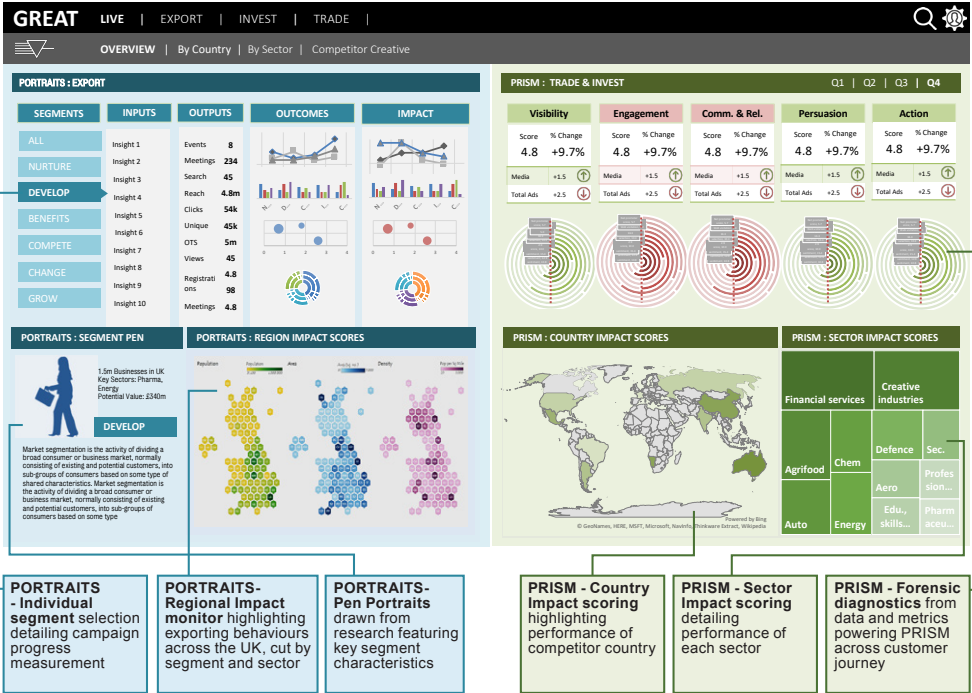
Customer segmentation and marketing effectiveness tools

We will tailor two proprietary tools:

PORTRAITS - For measuring impact across domestic export segments

Dedicated to measuring the progress of campaigns against the newly defined (Kantar/ NSRB) segmentation, PORTRAITS will map the core segments and analyse the effectiveness of the campaign using Inputs, Outputs, Outcomes and Impact.

PORTRAITS will combine existing research, 1st party campaign performance data, and inputs for web, search traffic, press data, social media, and public data. It can leverage new opportunities for B2B audience measurement and segmentation through data suppliers including Bombora and Boostify.



PRISM and PORTRAITS will be drawn into the **GREAT Impact Monitor** - a single, interactive dashboard bringing a centralised view of campaign strategy & effectiveness across domestic and international audiences.

PRISM - For measuring international impact.

PRISM collates brand and campaign diagnostics, facilitating strategic planning, resource allocation, KPI development and competitor tracking, by market and sector.

PRISM's dashboard ensures client teams have full view of performance relative to competitors and hands-on access to data visualisations.

PRISM measures brand behaviour across the customer journey (Visibility, Engagement, Communication & Relevance, Persuasion, Action), incorporating both competitor analysis benchmarks defined in A02, and hard metrics derived from structured & unstructured data sources across web traffic, search, press data, social media, public data and 1st party research.

PRISM can cut data at both country and sector level and provide understanding of campaign performance relative to competitors across the customer journey.

SCHEDULE 10

CALL-OFF CONTRACT CHARGES

1.1 Schedule of Rates

Table 1 details the rates to be charged to the Client by the Agency for different roles under the contract. Definitions for the roles in each area are detailed in Section 1.2 of this Schedule.

Table 1: Schedule of Rates

Area	Rate per Day (£)

1.2 Role Definitions

Table 2 gives examples of roles that the Client expects to fit into each area. This list is not exhaustive and additional roles can be added to each area during the life of the contract.

Table 2: Role Definitions

Area	Role	Role Definition
Board	Strategy Director	Responsible for all Strategic output of the Agency. Typically 20 years + experience.
	Technical Development Director	Most senior person responsible for managing all technology requirements at the agency.
	Data Planning Director	Most senior person responsible for defining data strategies for businesses.
	Business Director	Overall leadership of the client's business within the agency ensuring best in class service, supporting the client team with business challenges and informing the client team with the latest industry trends.
	Chief Digital Officer	Leadership of all digital and social marketing for the agency. Leads on strategies and ensures industry best practice is implemented across all activity.
	PR Board Director	Senior counsel and strategic consultant, with overall leadership of PR team.

Senior	Senior Account Director	Provides strategic direction and leadership to ensure agency optimises its client offering in line with client's business goals and objectives. Works across multiple client brands or services and client agency.
	Senior Planner	Recognised expert in the subject matter with experience across multiple clients and sectors, works with client to help set strategic direction for activity.
	Senior Research Exec	Expert in defining and leading research across a broad range of research disciplines.
	Creative Director	Reports to Executive Creative Director. Responsible for the quality of all creative work produced by the agency for a group of clients. Directs activities of team to maintain standards of creative excellence and ensure achievement of goals. Senior level client contact and presentation.
	Creative Technologist	Responsible for leading front-end digital design across various platforms.
	Information Architect	Responsible for creating the architecture of website and digital applications, including the organisation of information and content and defining navigation solutions.
	Technical Development Manager	Develops coding utilizing HTML, Flash and other programming platforms for web interface/front-end architectures.
	User Experience Consultant	Responsible for translating user goals and creative ideas into a digital user interface/user experience architecture across web, email and online applications.
	Head of Influencer & Partnerships	Oversees Influencer Strategy, Influencer Identification and outreach activities including management of partnerships and contracts.
	Senior Data Planner	Expert in setting data strategies, reporting and interpreting of results and recommendations to inform ongoing strategies.
	Studio/Delivery Lead	With a creative background, the Studio Lead provides the quality assurance across all content created ensuring formats and specifications are correct and content aligns to brand guidelines. Leadership of all members of the content studio.
	SEO Consultant	Channel expert in advising on SEO strategies.
Mid	Project Manager	Overall responsibility for the successful initiation, planning, design, execution, monitoring, controlling and closure of a project.
	Digital Production Director	Oversight of all aspects of production for film, video, or other forms of digital media
	Copywriter	Responsible for the creation of copy, usually under supervision, for print, digital, and collateral material; may or may not supervise others or have client contact.

	Art Director	Responsible for creation of ideas that will positively engage and influence consumer behaviour. Translates conceptual thinking into visual design for all campaign components.
	Senior Campaign Manager	All aspects of campaign management and administration from strategic response to creative / design development and production and delivery. Stakeholder management and coordination, managing schedules, creation of estimates and maintaining accurate status reports.
	Planner	Analysis and compilation of primary as well as secondary research, meeting client requirements, includes developing digital media strategies across multiple digital marketing channels. Provides insight to clients, regarding consumer preference. Assist in the development of overall marketing.
	Web Developer	Develops coding utilizing HTML, Flash and other programming platforms for web interface/front-end architectures.
	Influencer & Partnerships Manager	Oversees day to day Influencer programmes including management and reporting.
	Analyst	Analysing relevant data and creating reports.
	Motion Producer	Creative role with design, art working, filming, animation and photography capabilities.
	Email Manager	HTML email build, content population, testing and quality assurance.
	Senior Social Media Manager	Significant experience in planning and delivering social campaigns, content creation, moderation / customer service and reporting.
	SEO Analytics Manager	Expertise in provision of SEO analytics.
	Proof-reader	Provision of expertise in final proofing of documents.
	Designer	Involved in the development of visual concepts for use in print, digital and collateral work.
Junior	Account Manager	Supporting all campaign management and administration tasks within the account team.
	Content Leader	Specialists in loading content into all forms of Content Management Systems.
	Social Media Manager	Planning and delivering social campaigns, content creation, moderation / customer service and reporting.

SCHEDULE 11

AGREED BRIEF FORMAT TEMPLATE

Brief formats will be provided to the Agency by the Client on a case-by-case basis.

SCHEDULE 12

TRAVEL AND SUBSISTENCE POLICY

Department for International Trade – Travel and Expenses Policy 2017

1. Introduction

The nature of DIT's business means that Agency Staff may have to travel both in the UK and overseas and this manual provides details of the principles, rules and procedures relating to travel and expenses.

Agencies and their workers working for DIT are expected to adhere to guidelines contained within, which are similar to DIT staff.

Underlying Principles

- DIT trusts and expects the appointed Agency, their staff or sub-contractors to make appropriate and justifiable spending decisions, weighing up the balance between value for money, public perception and business benefits
- No appointed Agency, their staff or sub-contractors should either benefit or be out of pocket because of undertaking business on behalf of DIT. Travel and subsistence claims should be based on receipted costs incurred because of travel
- The appointed Agency, their staff or sub-contractors should only travel on Departmental business if this is necessary. Consider whether the business could be conducted by phone, teleconference, video conference or web conference
- If a journey is necessary, the appointed Agency, their staff or sub-contractors should identify the most cost-effective way of travelling. Planning journeys well in advance, especially by air, can result in much lower costs
- If a number of people are travelling together, the appointed Agency, their staff or sub-contractors should examine whether it is cheaper to travel as a group and think hard about how many people really need to go.
- Only costs that are necessary and additional to normal daily expenditure should be reimbursed.

2. Air Travel

The appointed Agency, their staff or sub-contractors are expected to book the lowest logical fare available – if there are other more expensive fares available within policy these are still bookable but require a reason explaining why the lowest fare was not booked.

Flying Time (per flight)	Class of Travel
Up to 5 hours	All journeys at public expense: Economy
Over 5 hours	All journeys at public expense: Economy (but see * below)

Over 10 hours	All journeys at expense: Business (subject to prior agreement with the Authority)
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* Subject to approval by the Client the next higher class (but not first class) may be used:

- where strict application of the class-of-travel rules would not be cost effective
- for short duty visits out and back in a working day - The appointed Agency, their staff or sub-contractors are not entitled if they stay overnight
- when bookings are not available in the lower class and the timing or date of the journey cannot be changed
- if the appointed Agency, their staff or sub-contractors will be required to work immediately on arrival
- on disability/medical grounds recognised by the Authority.

All flights must be booked at set dates; no open return tickets may be booked.

Air travel should not normally be used within the UK, although there is an exception for travel to/from Scotland and Northern Ireland.

Air travel in the UK must be by economy class.

The appointed Agency, their staff or sub-contractors are not allowed to use for personal journeys, Air Miles, free tickets or upgrade vouchers which have accrued through travel which has been paid for from public funds. However, such Air Miles, free tickets or upgrade vouchers may be used for official travel on behalf of the Authority.

3. Rail Travel

For rail travel (including Eurostar) the appointed Agency, their staff or sub-contractors should travel standard class unless for example they have a disability or health condition that would make this unreasonable.

Tickets should be purchased in advance to minimise costs.

4. Taxis

Use of taxis is expected only where there is a clear value for money or business justification, unless the appointed Agency, their Staff or sub-contractor has a temporary or permanent disability and has been advised that taking a taxi is a 'reasonable adjustment' or for safety and security reasons.

Some examples where taxi travel might be considered appropriate include:

- there were no other reasonable public transport options (for example: travel to a location not served by a bus or train route)
- it was the most cost-effective way of undertaking the journey – for instance sharing the taxi with colleagues would make it cheaper than other public transport options
- for personal safety reasons

Examples of scenarios where it might be considered inappropriate to take a taxi include:

- there were cheaper public transport options which incurred only a modest additional travel time
- public transport involved changing mode of transport (for example: a train and a bus)
- failure to leave sufficient time to make the journey by foot or public transport

It is expected that appointed Agency, their Staff or sub-contractor will use public transport for travel within London and the use of taxis should only be undertaken by exception.

The principles set out for UK travel equally apply for taxi travel overseas.

5. Private & Hire Vehicles

The appointed Agency, their staff or sub-contractors are expected to use public transport where this is reasonable and should only use their own vehicle or a hire car where a business need has been agreed in advance by the Client.

This is not only because of the environmental impact of using private transport, but also in terms of staff welfare.

6. Hotel Bookings

The Authority's limits for hotel bookings in the UK are:

- London - £135 and
- Outside London - £85.

SCHEDULE 13

GOVERNANCE & CONTRACT MANAGEMENT

Introduction

- 1.1 The Agency understands that the successful delivery of the Contract will rely on the ability of the Agency and the Client to develop a strategic relationship immediately following the Contract Commencement Date and maintaining this relationship throughout the term of the Contract.
- 1.2 To achieve this strategic relationship, there will be a requirement to adopt proactive framework management activities which will be informed by quality reports, and the sharing of information between the Agency and the Client.
- 1.3 This Schedule 13 outlines the general structures and management activities that the Parties shall follow during the term of the contract.
- 1.4 The Client may (at its absolute discretion) amend this schedule by written notice to the Agency from time to time.

Governance

- 2.1 The Agency's will put forward a named individual (e.g. Account Manager) who will take overall responsibility for delivering the Services required within the Contract, and the Agency will appoint a suitably qualified deputy to act in their absence. This is collectively across all Briefs issued under the Contract.
- 2.2 The Agency shall put in place a structure to manage the Contract.
- 2.3 A full governance structure for the Contract will be agreed between the Parties during implementation and by no later than three (3) Months from the contract commencement date.

Operational & Review Meetings

- 3.1 Regular, Face-to-Face, review meetings ("Operational & Service Review Meetings"), will take place throughout the term of the contract. These will be at DIT Offices in London.
- 3.2 The exact timings and frequencies of such Review Meetings will be determined by the Client, and the Parties shall be flexible about the timings of these meetings.
- 3.3 The purpose of the Operational & Service Review Meetings will be to review the Agency's performance under the Contract and any reports. The agenda for each Operational & Service Review Meeting shall be set by the Client and communicated to the Agency in advance of that meeting.
- 3.4 The Review Meetings shall be attended, as a minimum, by the Client Authorised Representative and the Agency's Account Manager. DIT Commercial can also attend if requested.

Governance Board Meetings

- 4.1 Regular strategic review meetings will take place at the Client's premises throughout the Term unless otherwise agreed between the Parties ("Governance Board Meetings").
- 4.2 The exact timings and frequencies of such Governance Board Meetings will be determined by the Client. It is anticipated that the frequency of the Governance Board Meetings will be quarterly during the Term of the Contract. The Parties shall be flexible about the timings of these meetings.
- 4.3 The Agency shall procure that the key staff attend all Governance Board Meetings.
- 4.4 The Client attendees at Governance Board Meetings will include, but is not limited to those described in Annex A to this Schedule 13.
- 4.5 The purpose of the Governance Board Meetings will be to review the Agency's performance under this Agreement and discuss the strategic direction of the Services. The agenda for each Governance Board Meeting shall be set by the Client and communicated to the Agency in advance of that meeting. The Client will provide reasonable notice of the meetings.
- 4.6 The Agency's achievement of Service Levels shall be reviewed during the Governance Board Meetings.
- 4.7 The Agency's achievement of service levels against agreed KPIs shall be reviewed during the Governance Board Meetings, and the review and ongoing monitoring of KPIs will form a key part of the performance management process as outlined in agreed Performance Management Framework (Schedule 14).
- 4.8 The Agency shall provide any information and reports as reasonably requested by the Client in advance of each Governance Board Meeting. In particular, the Agency shall complete and return to the Client the Monthly Management Information Report at least four (4) clear Business Days before each Review Meeting.
- 4.9 The purpose of the Governance Board Meetings as set out in this paragraph 5 is not exhaustive and may be developed by the Client during the term.
- 4.10. The Agency must also note the Client's suggested ways of working to manage work through the Call-Off Contract as stated in Annex B, including the Agency's responsibilities to ensure smooth operation of the Call-Off Contract. This will also be reviewed at each Governance Board Meeting.

Efficiency Tracking

- 5.1 The Agency shall cooperate in good faith with the Client to develop efficiency tracking performance measures for this Call-Off Contract. This shall include but is not limited to:
 - (a) tracking reductions in volumes and costs, in order to demonstrate that the Client is consuming less and buying more smartly; and
 - (b) developing additional KPIs to ensure that the Agreement supports the emerging target operating model across central government (particularly in line with centralised sourcing and category management, further competition delivery centres and payment processing systems and shared service centres).

- 5.2 The list in paragraph 5.1 is not exhaustive and may be developed during the Term.
- 5.3 The metrics that are to be implemented to measure efficiency shall be developed and agreed between the Client and the Agency. Such metrics shall be incorporated into the Performance Management Framework set out in Schedule 14 (PMF).
- 5.4 The ongoing progress and development of the efficiency tracking performance measures shall be reported through management activities as outlined in this schedule.

Annex A – Governance Structure

LEVEL	ATTENDEES	RESPONSIBILITIES / ACTIVITIES	LOCATION/TIMINGS
Level 3 Operational & Service Review Board(s)	Client: Campaign Lead Agency: Relevant Account Manager for Campaigns being discussed Optional invitees: (Include if required)	<ul style="list-style-type: none"> • Reviewing live briefs/projects and horizon scan • Reviewing daily and weekly reports for the briefs • At least once a month, review KPIs across all Briefs 	As appropriate At least once a month a more formal review should take place. Note: all forms of communication to be used
Level 2 Contract Review Board	Client: All Client Campaign Leads Deputy Director Comms & Marketing Head of Business Management for Comms & Marketing DIT Commercial Supplier: Agency Lead on each Brief Account Director (or equivalent) Optional invitees: (Include Legal Lead if needed)	<ul style="list-style-type: none"> • Responsible for issues escalated by Level 3 Representatives. In particular: • Strategic direction • Relationship direction • Continual improvement and performance management • Contract Review 	Quarterly (or as appropriate) Face-to-Face

<p>Level 1</p> <p>Annual Review Board</p>	<p>Client:</p> <p>All Client Campaign Leads</p> <p>Deputy Director Comms & Marketing</p> <p>Director Comms & Marketing</p> <p>Head of Business Management for Comms & Marketing</p> <p>DIT Commercial</p> <p>Head of DIT Commercial Management</p> <p>DIT Finance</p> <p>Supplier:</p> <p>Account Director</p> <p>Account Manager</p> <p>Finance Manager</p> <p>Optional invitees: (Include Legal Lead if needed)</p>	<ul style="list-style-type: none"> • Performance • Strategic direction • Relationship direction • Future direction 	<p>Annual pre-arranged but of course ad hoc meetings to be arranged to resolve issues escalated by Level 2 Contract Review Board.</p> <p>Face-to-Face</p>
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Annex B

Proposed Ways of Working and Agency Management

1. Team structure

The Call-Off Contract will be held by the Client's Communication & Marketing Directorate. All Briefs to the Agency will come via the International or Domestic Agency Leads embedded within the Marketing teams.

2. Ways of working

2.1. There will a minimum of two of the following team members on every Brief:

- a) International Agency Lead (consistent point of contact across Briefs);
- b) Domestic Agency Lead (consistent point of contact across Briefs); and
- c) Project Owner (represents the commissioning team or directorate and therefore will vary between Briefs)

2.2. The International and Domestic Agency Leads will be responsible for:

- a) Ensuring all Briefs from across the Communication & Marketing Directorate adhere to the agreed Brief template;
- b) Ensure outgoing Briefs are of a high quality with clear objectives;
- c) Check outgoing Briefs for crossover of workstreams or work which could be complimentary to an existing project; and
- d) Support all Client staff who require Agency Services to construct Briefs (including internal workshops).

2.3. The Agency will be responsible for:

- a) Reporting to both the Project Owner and relevant International and / or Domestic Agency Lead with budgets, critical paths, status reports etc; and
- b) Not accepting Briefs from the Client that haven't been sighted or approved by either the Domestic or International Agency Lead.
- c) Ensuring the delivery of monthly domestic and international dashboards through the PRISM and PORTRAITS systems in collaboration with the Client's Insight and Evaluation team.
- d) Ensuring relevant team members work within the Client's Content and Digital team on a regular basis to be defined by the Client.
- e) Ensuring that it is compliant with the data handling obligations included at Section 5.8 of Schedule 2 of this contract.

2.4. The Agency will work with the International and Domestic Agency Leads to:

- a) Create Brief templates for tier 1 and tier 2 services when conducted by a sub-contractor, agency partner or DIT appointed third part agency; and
- b) Understand how to improve or refine workflows

2.5 The Client must be agree to commission to any research work before this is undertaken by the Agency.

SCHEDULE 14

PERFORMANCE MANAGEMENT FRAMEWORK

1. As part of the Client's continuous drive to improve the performance of all contractors, this Performance Management Framework (PMF) will be used to monitor measure and control all aspects of the Agency's performance of contract responsibilities under the Call-Off Contract. The purpose of the PMF is to outline how the Agency's performance and performance failures will be managed under the Call-Off Contract.
2. The PMF purpose is also to set out the obligations on the Agency, to outline how the Agency's performance will be evaluated and to detail the sanctions for performance failure.
3. Key Performance Indicators (KPIs) will be set per Brief but overall service delivery will be managed via this PMF and the KPIs in Annex A.
4. In reference to the above paragraph 3, these KPIs in Annex A are not linked to the campaign KPIs established within a Brief and are to do with the Agency's management of the Contract.
5. Performance management indicators for the Agency can be listed under the following categories:
 1. Contract Management
 2. Delivery and support
 3. Quality of Service
 4. Cost
 5. Continuous Improvement

The above categories are consistent within all contract awards allowing the Client to monitor the Agency's performance at both individual contract level and at enterprise level with the individual Agency.

Management of the PMF

1. The Agency shall detail performance against the Key Performance Indicators (KPIs) in the Monthly, Quarterly and the end of Contract Reports.
2. KPI's shall be monitored on a regular basis and shall form part of the Contract performance review. Performance of KPI's will be reported monthly and quarterly.
3. The first month of performance under the Contract shall not be formally measured against the KPIs. However it will be used to develop the Monthly, Quarterly and Contract report template and agree the format and content to be included in the report.
4. Any performance issues highlighted in these reports will be addressed by the Agency, who shall be required to provide an improvement plan to address all issues highlighted within a week of the Client request.
5. KPIs are essential in order to align the Agency's performance with the requirements of the Client and to do so in a fair and practical way. KPIs have to be realistic and achievable; they also have to be met otherwise indicating that the service is failing to deliver.
6. KPIs are set out in the attached Annex A to this Schedule 14.

7. KPIs will be monitored on a monthly basis and will form part of the contract performance review.
8. Where a KPI has a percentage measure the Agency's performance will be rounded up or down to the nearest whole number.
9. KPIs are to be agreed and finalised at the first quarterly Contract Review Board and will be confirmed under a Contract Variation.
10. Where any performance issues are highlighted, the Agency shall produce an improvement plan, detailing the measures that the Agency will undertake to rectify this failure as well as any measures to be introduced to prevent this failure from occurring in the future. Measures proposed may include introduction of new KPIs.

ANNEX A

KEY PERFORMANCE INDICATORS (KPIs)


1. At the first monthly meeting held following the commencement of services, the Client and Agency will confirm the following KPIs and confirm the understanding of how they are measured and rated. The agreed KPI regime will be executed via Contract Variation (in the format in Schedule 5 of the Call-Off Terms). Additional Contract KPIs can be agreed during the life of the Contract.
2. Specific KPIs relating to a particular event can be agreed with each Brief that is commissioned and will follow the same format as below.

Metric	KPI	What is required to make this measurable?	KPI Measurement	KPI Rating		
				Red (Failure)	Amber (At Risk)	Green (Achieved)
Contract Management	1 - Monthly and Quarterly reports and invoices	Brief monthly reports to be produced within five (5) working days of the end of each month and sent to Campaign Leads for each Brief	Invoices will quote the correct PO, contract number, the Client Contact, and qualitative description of the work being done. Invoices must be clearly itemised.	95% are on time and fully accurate	98% are on time and accurate	100% are on time and accurate
		Quarterly two-page reports and to be produced within five (5) working days of the end of each quarter in readiness to be presented at the Quarterly Contract Governance Meetings.	Associated reports should be clearly and explicitly linked to invoices to help financial tracking.			
		Invoices are sent on a monthly basis for work completed in the previous month.				

	KPI 2 - Subcontractors	Any undisputed invoices to subcontracted agencies are to be paid within thirty (30) days	Quarterly reports on payment targets for subcontractors	95% or less paid within 30 days	96-99% paid within 30 days	100% paid within 30 days
Delivery & Support	KPI 3 - Assets	Asset Library Any new assets created as part of the requirement to be uploaded onto the asset library.	Assets to be uploaded within forty-eight (48) hours of completion. Metadata and tagging is done in accordance to standards provided by Client.	90% or less uploaded within period stipulated and/or 95% quality of data	91-99% uploaded within period stipulated and/or 91-99% quality of data	100% uploaded within period stipulated and 100% quality of data
Supply Chain	KPI 4 - SMEs	Through its supply chain, the Agency must commit to having engaged a significant proportion of SMEs	The Agency's supply chain must constitute at least 33% SMEs where services are subcontracted for.	0-24% of supply chain subcontractors are SMEs	25-32% of supply chain subcontractors are SMEs	33% of supply chain subcontractors are SMEs

SCHEDULE 15

APPROVED SUBCONTRACTOR LIST

Contract Ref No	179			
	Wavemaker	Populus	Union	Golley Slater
Is the sub-contractor a Small Medium Sized Enterprise (SME)	Yes	Yes	Yes	Yes
Percentage of work being delivered by sub-contractor	<25%	<25%	<5%	<5%
The key contract deliverables each sub-contractor will be responsible for	Data and Media Planning	Market Research	Scotland market Insights and Activation Support	Wales market Insights and Activation Support
Any other information				
Contract Ref No	179			
	ASG & Partners	Cravens	Creative Translation	Bannermen
Is the sub-contractor a Small Medium Sized Enterprise (SME)	Yes	Yes	Yes	Yes
Percentage of work being delivered by sub-contractor	<5%	<5%	<5%	<5%
Percentage of work being delivered by sub-contractor	<5%	<5%	<5%	<5%
The key contract deliverables each sub-contractor will be responsible for	Northern Ireland Insights and Activation Support	North of England Insights and Activation Support	Translation Services	Digital Display Banner HTML development
Any other information				
Contract Ref No	179			
				
Is the sub-contractor a Small Medium Sized Enterprise (SME)	Yes			
Percentage of work being delivered by sub-contractor	<5%			
The key contract deliverables each sub-contractor will be responsible for	B2B Copywriting Specialist			
Any other information				

SCHEDULE 16

COMMERCIALLY SENSITIVE INFORMATION

NOT USED