



GREAT Food and Drink China Digital Marketing Brief

Date of issue	November 2022
Project Scope	<p style="text-align: center;"><u>Request for Proposal</u></p> <p style="text-align: center;">British Embassy Beijing & the Department for International Trade</p> <p style="text-align: center;">GREAT Food & Drink Social Media & Live selling Campaign 2022-23</p> <p style="text-align: center;">SECTION 1: INTRODUCTORY INFORMATION</p> <p>In order to successfully deliver this contract, bidders must:</p> <ol style="list-style-type: none"> 1. Have strong Digital event & Video production and promotion expertise with an excellent track record of large-scale and targeted events in China. 2. Have a strong B2C audience base or knowledge of the market to prove effective targeting and conversion and ability to demonstrate this 3. Have a proven track record in delivering digital & virtual events and being able to integrate these as required. 4. Have a proven track record in delivering live selling events, retail partnerships or e-commerce commercial 5. Demonstrate a history of delivering impactful combined government-commercial events such as live streaming, digital campaign designs & execution 6. Be flexible and able to work with multiple stakeholders in a challenging, high-pressure environment. 7. Demonstrate robust evaluation method to deliver against tactic specific KPIs and success measures aligning with our campaign KPIs of perceptions, awareness and purchase intent and sales ROI. <p>Budget</p> <p>The core budget for this requirement is £110k or RMB1'160'000 for this project inclusive of all taxes agency fees, services, KOL fees, advertising spend, production, media and partnership cost, live selling/commercial collaboration, activity preparation execution and management. The total price must not exceed the core budget.</p> <p>The digital campaign objectives are to:</p> <ul style="list-style-type: none"> - Increase awareness and positive perceptions of UK food and drink among Chinese trade and consumer audiences by 5% – leading to a 5% increase in purchase intent.



	<ul style="list-style-type: none"> - Increase sales of UK food and drink in China, achieving an ROI with new sales of £1.5m as a direct result of campaign events/activity.
Requirement s & Deliverables	<p>Requirements and Deliverables</p> <p>Strategy / Evaluation / Project Management:</p> <ul style="list-style-type: none"> • To run a perception altering social media campaign highlighting and promoting UK food & drink ingredients and finished products in the China market leading to an increase in purchase intent and linked to a purchase opportunity. • The campaign should run for 3-4 weeks and clearly lead into and ideally overlap with a focused live-selling campaign and or e-commerce retailer collaboration • Overall responsibility for strategy development, implementation and evaluation • Development of tactic specific KPIs and success measures aligning with our campaign KPIs of perceptions, awareness and purchase intent and sales ROI • Design and implementation of brand lift studies to identify the impact of digital activity • A robust, organised project management approach, working across multiple time zones (Shanghai and London) • Regular reporting and monitoring of tactics to optimise performance <p>Content Production:</p> <ul style="list-style-type: none"> • Insight driven creative development and production of bespoke social media content targeted to our key audiences, including creating GREAT photography/imagery for the sector in line with GREAT brand requirements • The strategy and development of targeted social media content featuring Chinese consumers profiling their experience of UK F&D. Agency to make a recommendation of what content will engage a Chinese audience. • Strategy and delivery of consumer-focused content that links to a selling platform – and measurement of those sales. • Converting key messaging into engaging social content <p>Live Selling / E-Commerce:</p> <ul style="list-style-type: none"> • Research, propose and execute live selling event(s) and or e-commerce collaboration selling event with new sales of £1.5m directly from the events • The strategy and delivery for working in collaboration with KOLs and retailers, including live-streaming where consumers can purchase recipe sets featuring UK food and drink • Design and development of purchase journey for users • Design of evaluation method for measuring against our sales ROI objective. <p>KOL / Influencer Recruitment:</p>



- Recruitment of KOL / influencers with already engaged audiences to act as trusted advocates for UK F&D and working with KOLs that the GREAT campaign has existing relationships with.
- Strategy and delivery of activity linking KOL content to a food and drink selling platform
- Design and development of clear user journeys
- User testing of creative content (budget permitting)
- Development of evaluation method based on the key outcomes:

1) a 5% uplift in perceptions, awareness, purchase intent) and

2) overall outcomes – Increased sales of UK food and drink in China, achieving an ROI with new sales of £1.5m as a direct result of campaign events/activity.

Campaign Planning, delivery & analytics

- Build the campaign and content to both engage and influence the viewer encouraging them to subscribe or look for more content, purchase UK ingredients and share their results/comments
- Identify a lead platform to partner with/concentrate our articles and videos with the aim of maximising our key consumer demographic
- Create mapping of major online e-commerce platforms selling main UK food categories <https://ukbusinessinchina.com/cn>

Stakeholder Management & Strategic Partner amplification

- We would encourage and approach that would promote collaboration & cooperation with external UK partners and brands to share and enhance campaign. We have a long list of potential companies with the higher profile companies including Diageo, Chivas & Beefeater, intercontinental Hotel Group, Associated British Foods, Compass group, McVities biscuits, Weetabix etc.*

*Any collaborations/partnerships etc. would need to comply with GREAT & DIT guidelines and individual brands cannot be offered an unfair advantage by the DIT.

Digital Campaign Time Strategy

December 12th 2022	Deadline for initial applications
December 19th 2022	Agency appointed
Mid-February 2023	Launch hybrid campaign



	March 2023	Live selling event(s)/e-commerce retail partnership		
	April 1st – 7th 2023	Wrap up presentation, findings and documents		
The Challenge	The Challenge			
	Trade objective Export wins / increase in sales for UK food and drink		Communications objective Increased perceptions, awareness and purchase intent	
	Key messaging From exceptional seafood to award-winning cheese and a huge range of innovative drinks, a wide range of high-quality UK food and drink is available in China.			
	Challenge Healthiness is very important for consumers but only 6% of trade audiences agree UK F&D is healthy		Challenge Consumers are unconvinced about quality / taste	
	Strategy			
	Communicate key USPs such as quality, provenance and heritage of UK food and drink by leveraging trusted digital voices as advocates. Supporting messaging Convey products as high-quality/premium - value with the price tag.			
	Tactics			
	KOL content creation	Strategy and reporting	Media / KOL buy	Drive consumers to purchase - Live selling / streaming
	CTA: Any digital activity must drive viewers to purchase UK food and drink in China, through a selling platform, live-selling campaign and/or e-commerce retailer collaboration.			



	<p>We are looking for an experienced digital marketing agency to deliver against our campaign KPIs:</p> <p>1) a 5% uplift in perceptions, awareness, purchase intent of UK F&D and</p> <p>2) overall outcomes – Increased sales of UK food and drink in China, achieving an ROI with new sales of £1.5m as a direct result of campaign events/activity.</p> <p>The successful supplier will act as the ‘lead’ agency working with other suppliers and cross-government teams to achieve our goals.</p> <p>We want to engage our key audiences and challenge negative perceptions around UK food and drink.</p> <p>The agency will focus on key product categories available in China: seafood and cheese as a priority. Additional sub-categories that can support are pork, English Sparkling wine and gin.</p> <p>The agency will measure the impact of the digital activity, reporting on: export wins and sales of UK food and drink, and uplifts in positive perceptions, awareness and purchase intent.</p> <p>Any digital activity must drive viewers to purchase UK food and drink in China through a selling platform, live-selling campaign and or e-commerce retailer collaboration. Activity can link to our https://ukbusinessinchina.com/cn./ http://greatukfoodchina.com/UKfoodanddrink.pdf</p> <p>More details on our expectations on reporting, evaluation and KPI development can be found below in Annex C.</p>
Campaign Context	<p>Campaign context</p> <p>The UK Government’s food and drink promotional activity overseas is led by the GREAT campaign team in the Department for Environment, Food and Rural Affairs (Defra) and delivered in partnership with the Department of International Trade (DIT). We promote premium food and drink exports as exemplars of the UK food and drink industry, including meat, cheese, seafood, wine and spirits.</p> <p>The campaign reaches people in over 145 countries right across the globe - from Shanghai and San Francisco, to Toronto and Tokyo - showcasing the very best of British in everything from science and technology to sustainability, culture, and creativity.</p> <p>GREAT offers fresh perspectives on UK food and drink, bringing to life the spirit of the UK and the people behind our produce. The campaign aims to drive awareness, increase positive perceptions and build global demand for exceptional UK produce amongst international audiences of trade, consumers and tourists.</p>



Our key audience groups are:

- Off-trade: primary focus for China, decision makers within mid to large food and drink related businesses including importers, distributors and other buyers.
- On-trade: primarily distributors, chefs and hotel catering managers with a more limited focus on bartenders, sommeliers and mixologists.
- Consumers: predominantly female 25–34-year-olds
- Media/Influencers: trade media, top-tier consumer lifestyle titles and industry influencers which will help amplify activity.

From **Kantar research** conducted in late 2021, we know that both Chinese consumers and buyers have the highest levels of awareness and purchase intent for UK food and drink across all four priority markets. However, positive perception scores are some of the lowest.

Motivations:

- Quality is the top factor in choosing food and drink, chosen by 65% of consumers and 98% of trade respondents.
- 'Healthiness' is very important for consumers, and for trade, provenance is disproportionately important, at 81%.

Perceptions:

- For trade, heritage resonates strongly with 59% of respondents, expensive was selected by 57% and premium with 34%
- Trade audiences associate whisky, gin and seafood as being associated with the UK. For consumers: whisky is highest, followed by cheese and seafood.

Awareness:

- There are significantly lower levels of awareness of UK F&D amongst trade audiences compared to other markets. 64% of respondents stated that they knew little or nothing about UK F&D.

Purchase intent:

- For trade, whisky, gin, seafood and cheese were the most purchased UK products in the last year
- For consumers, figures were more equally spread across all categories with whisky, seafood and cheese most purchased.
 - o Gin was second least purchased amongst consumers.

Our overall OASIS plan for 2022/23 activity in China can be found in **Annex A**.



Key takeaways from DEFRA's existing insights:

- Healthiness is very important for consumers but only 6% of trade audiences agree UK F&D is healthy
- Consumers are unconvinced about quality / taste
- British food is not considered healthy
- British food considered expensive
- Low awareness around alcoholic produce beyond whiskey/beer, particularly gin
- Provenance is key

From previous campaigns (GREAT+) key learnings related to food:

- Health and food safety as major interest & concern for consumers
- Quality of British food generally considered low
- Interest/knowledge of British cuisine low and centred around stereotypes of fish & chips, English breakfast & afternoon tea
- Price sensitivity if brand awareness is low, but willingness to pay is high, particularly for wines and spirits
- Growing awareness and narrative around wines and spirits as possibly lucrative investment (younger male luxuriant across different Tiers)
- Fusion narratives resonates very well with Chinese consumers
- Human stories need to be authentic; down-to-earth characters (rather than commercial) are of higher appeal
- Educational content is appealing and valuable particularly if there are clear 'takeaways'
- Expectations for food videography is extremely high
- For food-related content, Chinese audiences expect to see range and originality

Insights needed for campaign

Building on DEFRA's existing insights:

- Gain deeper understanding on healthiness - what is perceived and prioritised as 'healthy' for Chinese TAs.
- Price sensitivity: better identify difference between 'premium' and 'expensive' - is there a greater opportunity for 'premiumisation' in either sparkling wine or gin?
- Lack of awareness around gin: identify reason & also levels of interest in gin as a drink.
- The UK exports a wide variety of ingredients and finished food & drink products with famous products and brands covering areas from tea and snack, nutrition and supplements, health and wellness and of course alcohol. This link shows a mapping we conducted in 2021 <http://greatukfoodchina.com/UKfoodanddrink.pdf>.



	<p>Additional insights required:</p> <ul style="list-style-type: none">- Perceptions and appeal of gin amongst Chinese audiences - how is gin being consumed in China? Is there an active audience base?- Does the cocktail or bartender scene have a natural resonance?- Perceptions and appeal of gin/cocktails among Chinese consumers - Is there a market for gin in terms of investment as well as consumption?- Preferences surrounding other key produce: cheese and seafood - is there low hanging fruit to promote here?- How do consumers find their information?
Budget	<p>We have a budget of £110k + VAT for this project inclusive of all agency fees, KOL fees and advertising spend.</p> <ul style="list-style-type: none">• Content creation: Working with KOLs, profiling key products and experiences across England, Wales, Scotland and NI and linking to a selling platform / F&D landing page. Potential options for filming include distillery and vineyard visits and seafood experiences• Strategy and reporting: Overall responsibility for aligning outputs with outcomes including user testing and measuring impact (via brand lift studies etc) across all activity.• Media / KOL buy: Creation and deployment of human-centric storytelling assets to convey key messaging to key audiences on multiple platforms and channels including linking to a F&D selling platform.• Live selling / streaming: Working with Chinese KOL / retailers to develop bespoke online e-commerce journeys including live-streaming where consumers can purchase UK products.• Contingency: To upweight above tactics / for ad hoc content creation around timely opportunities. <p>We are open to your suggestions on how we could potentially optimise this budget.</p>
Supplier Response	<p>We would like a response to the brief by midnight (Beijing time) on 12th December with your initial response to this brief outlining how you would approach the above requirements including:</p> <ul style="list-style-type: none">- Your initial recommended approach to achieve against our campaign objectives, your understanding of the project and a detailed explanation of what the specific project outcomes will look like from your strategy- An overview of your credentials and suitability- Your organisation's experience of similar projects and relevant capabilities- A demonstrable understanding of food and drink- Details of the personnel to be involved, including role and relevant experience



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| | <ul style="list-style-type: none">- Suggested ways of working- Detailed budget breakdown, with spend against time, including fees- Added value from working with you specifically |
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**Points of
Contact**

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Appendix

- Annex A: GREAT F&D CHN 2022/23 OASIS plan
- Annex B: Initial CHN Digital Marketing OASIS plan
- Annex C: GREAT F&D Reporting and Evaluation expectations
- Annex D: UK Business Connect campaign pages
- Annex E: Max Burns Influencer content
- Annex F: GREAT Calling Campaign insights
- Annex G: GREAT Campaign artwork and useful links

Annex A: GREAT F&D CHN 2022/23 OASIS plan

GREAT Food and Drink: CHINA 2022/23 OASIS

Summary

Key categories:

- Cheese; Pork; Seafood; Alcohol (English sparkling wine, gin)

Audience:

- Consumers (engaged foodies), On-trade (food and drink decision makers, sommeliers, chefs), Off-trade (trade buyers), Media (consumer and industry press).

Key Activities:

- Digital / influencer partnership
- DRiNKS awards sponsorship



- Virtual meet-the-buyer

AUDIENCE

- Off-trade: primary focus for China, decision makers within mid to large food and drink related businesses including importers, distributors and other buyers.
- On-trade: primarily distributors, chefs and hotel catering managers with a more limited focus on bartenders, sommeliers and mixologists.
- Consumers: predominantly female 25–34-year-olds
- Media/Influencers: trade media, top-tier consumer lifestyle titles and industry influencers which will help amplify activity.

Insight: From our Kantar research conducted in late 2021, we know that both Chinese consumers and buyers have the highest levels of awareness and purchase intent for UK food and drink across all four priority markets. However, positive perception scores are some of the lowest.

Motivations:

- Quality is the top factor in choosing food and drink, chosen by 65% of consumers (+4pp v PMA – priority market average) and 98% of trade respondents (+5pp v PMA).
- 'Healthiness' is very important for consumers, with 63% citing as a key factor (+18 v PMA).
- For trade, provenance is disproportionately important, at 81% (+23 v PMA)

Barriers:

- Reliability of supply was cited by 96% of trade respondents as a determining factor in choosing F&D (+19 v PMA).
- Around 1/3 of both audiences felt UK food and drink was too expensive., young Chinese consumers are also more price sensitive than those aged 25+ with 65% of 16-24s selecting price as a key factor in choosing F&D

Perceptions:

- For trade, heritage resonates strongly with 59% of respondents (+20 v PMA), expensive was selected by 57% (+19 v PMA) and premium with 34% (+6 v PMA)
- Only 6% of trade agreed that UK F&D was 'healthy' (-29 v PMA), the next lowest figure was 35% in Japan. 2% selected 'innovative' (-9 v PMA)
- Trade audiences associate whisky, gin and seafood as being associated with the UK. For consumers: whisky is highest, followed by cheese and seafood.

Awareness:

- UK Whisky, gin, cheese, and seafood were selected by both audiences as categories seen on sale in the last year.
- There are significantly lower levels of awareness of UK F&D amongst trade audiences compared to other markets. 64% of respondents (+17 v PMA) stated that they knew little or nothing about UK F&D.

Purchase intent:

- For trade, whisky (89%), gin (72%), seafood (47%) and cheese (41%) were the most purchased UK products in the last year
- For consumers, figures were more equally spread across all categories with whisky (33%), seafood (32%) and cheese (31%) most purchased.
- Gin was second least purchased amongst consumers at 15% (-57 v trade)

Categories

According to baselining research we conducted with Kantar in Nov 2021, the produce categories trade most strongly associated with the UK, and intent to purchase, are whisky, gin, seafood and cheese as seen below. From a



consumer perspective, association is relatively high across several categories, and highest among these same categories except for gin.

Cheese: Nearly all UK exports are Cheddar and Wensleydale-style cheese (often flavoured with fruit) from established, large-scale producers. Cheese lends itself well to marketing activity owing to the broad variety and visual appeal of UK produce, production heritage, and its versatile pairing ability with other products.

Seafood: Key species to promote include: salmon, crustaceans (crabs, lobster and langoustines), mussels and oysters.

Beef and Pork: Similar to seafood, our USPs here are high-quality and safety.

Alcohol:

Wine: We will feature English Sparkling Wine as a secondary focus in campaign activity whilst continue to firmly encourage serving at Consular and Embassy events in China, where possible.

Gin: The UK is seen as a world leader in gin production. There is potential to increase exports given the trend for premiumisation of the drinks market in China. In-market teams have suggested this is a growing market worth further promotion, especially as production is spread across the UK.

STRATEGY / IMPLEMENTATION

Approach: Despite the Covid-19 pandemic, there is still clear demand for UK food and drink in China.

As we have markedly high levels of awareness and purchase intent amongst both trade and consumer audiences, tackling the low levels of positive perceptions amongst both audiences will be key to supporting exports growth.

In order to do this, we will:

- champion exemplars of UK excellence, with a focus on cheese, beef and pork, seafood, gin and English sparkling wine
- Focus on activity that reaches both consumer and trade audience groups.
- Work with retailers and influencers to increase awareness of UK food and drink and encourage higher visibility of UK products in retail and food service.

The campaign focuses on product categories in-market that:

- already have a presence
- have a realistic opportunity for growth
- are not better/significantly supported by other organisations; and
- where there is a specific sector need or political focus.

The campaign focuses on activities that are complementary to, but distinct from, DIT activity, where GREAT can add value. All activity clearly demonstrates value for money and contributes to overall ROI. We will work with devolved administrations and English regions to ensure that activities promote food and drink from across the UK, telling a strong union story. In addition, the campaign ensures that SMEs are well represented across promotional activities. The campaign promotes sustainability, innovation, quality and high environmental standards through promotional activities and messaging.



Key messaging: Campaign activity will aim to provide fresh perspectives on the UK's culinary offer, bringing to life the stories behind world-leading food and drink from all four corners of the UK. We will look to challenge ambivalent or negative perceptions towards UK produce, focusing messaging on what polling tells us matters to Chinese audiences: quality, healthiness and provenance.

Activity will include:

- Influencer partnership:
 - Leveraging authentic, trusted voices in the UK and China, with already engaged audiences to develop bespoke social content deployed on key opinion leader (KOL) channels. This will include videos shot on-location around the UK.
 - Working with Chinese KOL / retailers to develop bespoke online e-commerce journeys including live-streaming where consumers can purchase recipe sets featuring UK F&D
 - Building on previous activity led by in-market colleagues, developing targeted social media content featuring Chinese consumers based in the UK profiling their experiences and recommendations for UK F&D
- DRiNK Awards sponsorship:
 - Comprehensive package to promote UK gins, mixers and accompanying products at various events and marketing opportunities across China culminating with a finale in Shanghai (Dec TBC)
- Virtual MTB including seafood focus:
 - Connecting Chinese buyers with UK companies with a focus on UK seafood
- Regional dinners/ experiential showcases:
 - Replicating previous showcasing activity with more targeted events in smaller Chinese cities aligning with in-market priority cities and regions, coinciding with 50th year of full diplomatic relations with China
 - Focus on buyer, trade, and media audiences

SCORING

The success of individual campaign tactics will be measured through surveying against our KPIs, with a 5pp uplift amongst awareness, positive perceptions and purchase intent. We will undertake further Kantar research in Q4 to measure year-on-year impact of our activity in China as per the below:

Audience	Awareness		Positive Perceptions		Purchase intent	
	B/line 21/22	Target 22/23	B/line 21/22	Target 22/23	B/line 21/22	Target 22/23
Trade	64%	69%	9%	14%	28%	33%
Consumer	39%	44%	12%	17%	26%	31%

Depending on activity, examples of outputs/outtakes/outcome metrics to help evidence campaign success include:

- Reach of media coverage and media sentiment.
- Views, impressions and engagement of digital content (owned, earned and paid) and audience sentiment in response.
- Number of pieces of new branded collateral developed.
- Anecdotal feedback from target audience via in-market teams (e.g. through trade show activity).



Annex B: Initial CHN Digital Marketing OASIS plan

GREAT Food and Drink – Digital Marketing 2022-23

Context: Due to numerous external factors such as lack of international travel and continued Covid-19 disruption in China, promotional activity must pivot to digital marketing. Teams in-Post and in London have limited staff resources this year and outsourcing activity to agencies is an effective means to maintain an ambitious, engaging programme of activity to promote UK F&D and support export wins.

Objectives: Showcase UK food and drink to Chinese audiences, to increase positive perceptions, awareness, purchase intent and support export wins

Audience From Kantar research conducted in late 2021, we know that both Chinese consumers and buyers have the highest levels of awareness and purchase intent for UK food and drink across all four priority markets. However, positive perception scores are some of the lowest.

Strategy: Working with digital marketing agencies to engage audiences around UK food and drink, focusing on key product categories available in China and agreed as per our wider OASIS plans: cheese, pork, seafood, ESW, gin

Trade objective Export wins / increase in sales for UK food and drink		Communications objective Increased perceptions, awareness and purchase intent	
Key messaging From exceptional seafood to award-winning cheese and a huge range of innovative drinks, a wide range of high-quality UK food and drink is available in China.			
Challenge Healthiness is very important for consumers but only 6% of trade audiences agree UK F&D is healthy		Challenge Consumers are unconvinced about quality / taste	
Strategy Communicate key USPs such as quality, provenance and heritage of UK food and drink by leveraging trusted digital voices as advocates			
Tactics			
KOL content creation	Strategy and reporting	Media / KOL buy	Live selling / streaming



Implementation and Scoring (Evaluation)

£110k GREAT (Defra) budget inclusive of all activity. We suggest a multi-strand approach with four key strands, working with multiple agencies to leverage expertise and deliver greater value for money.

As well as being able to signpost buyers to tangible consumer demand for UK food and drink, our increased focus on digital marketing will be accompanied by a more rigorous approach to measuring success, including developing robust calls-to-action and purchase journeys driving viewers to purchase / general info on UK F&D in China. Specific tactics as follows:

- **Content creation:** Working with KOLs, profiling key products and experiences across England, Wales, Scotland and NI and linking to a selling platform / F&D landing page. Potential options for filming include distillery and vineyard visits and seafood experiences
- **Strategy and reporting:** Procuring an agency with overall responsibility for aligning outputs with outcomes including user testing and measuring impact (via brand lift studies etc) across all activity.
- **Media / KOL buy:** Creation and deployment of human-centric storytelling assets to convey key messaging to key audiences on multiple platforms and channels including linking to a F&D selling platform.
- **Live selling / streaming:** Working with Chinese KOL / retailers to develop bespoke online e-commerce journeys including live-streaming where consumers can purchase UK products.
- **Contingency:** To upweight above tactics / for ad hoc content creation around timely opportunities

Annex C: GREAT F&D Reporting and Evaluation expectations

GREAT Britain and Northern Ireland Campaign Evaluation Requirements

The document details 'what success looks like', outlining reporting, evaluation and return on investment requirements for all marketing and communications activity as part of the GREAT Food and Drink Campaign

The below is our standardised approach and will need tailoring during the planning phase of relevant activity:

Campaign objectives:

- Increase awareness, positive perceptions and purchase intent of UK food and drink among in-market trade and consumer audiences
- Support Department of International Trade (DIT) food and drink export leads/wins/expansions through collaborative development of promotional initiatives, generating an ROI

Requirements:

- Outputs
 - All outputs to be discussed in project planning – assets/collateral to be produced, digital content, web pages, physical materials etc.
- Outtakes
 - Specific outtakes to be decided collaboratively with delivery partners, focusing on what success of this activity looks like. These include the interaction or engagement with promotional activity for example social media comments, digital impressions, CTRs, visits to a landing page.
- Outcomes
 - The success of the activity is measured through the uplift in awareness, perceptions and purchase intent as a result of activity. We aim for a 5% uplift against awareness, perceptions and purchase intent across all activity.
 - The ROI is a key reporting element, for example any trade wins as a direct result of activity can be recorded under outcomes.
- KPIs



- Robust, measurable KPIs to be set at the start of planning, these can include number of attendees, CTR, number of surveys filled etc.
- User journey
 - A specific user journey to be designed in collaboration with the delivery partners. This should detail how the guests will experience the activity in a step-by-step format, ensuring that the activity is received in the correct way. User journeys should also detail how and where guests will fill out the survey, to ensure that uplift in perceptions is being recorded.
- Surveying uplift
 - A key element for all GREAT campaign activity is surveying, this is how the campaign measures the uplift in awareness, perceptions and purchase intent as a result of activity. A robust surveying method is essential for all activity and should be built into user journeys to ensure it is a smooth and integrated process for all attendees. Examples include paper surveys, online surveys accessible through iPads, QR codes on event collateral (supported by event staff), email follow up surveys, entry and exit surveys for closed event activities.
- VIK (value-in-kind)
 - All VIK/donations for campaign activity are recorded by the GREAT team. This is a key element for our reporting to the Cabinet Office and GREAT HQ. Methods for recording this throughout activity should be built into event/activity planning with delivery partner. GREAT campaign would require VIK totals and details shortly after promotional activity has finished.
- ROI
 - This can include trade wins as a result of activity.
 - The GREAT campaign expects initial details on any ROI/trade win within one month of promotional activity.
- Planning calls
 - Evaluation will be a standing agenda point for activity planning calls, ensuring methods are in place for capturing uplift in awareness, recording VIK and measuring success against objectives.

Timeline

Time	Deliverable
Weekly planning calls	Standing agenda point to discuss evaluation method, user journey, surveying method, VIK and expected ROI
1 week after activity	GREAT to receive survey results (if applicable)
2 weeks after activity	GREAT to receive VIK report from partner GREAT to receive final collateral documents, if applicable
4 weeks after activity	GREAT to receive initial ROI/trade wins
8 weeks after activity	GREAT to receive further ROI/trade wins
12 weeks after activity	GREAT to receive further ROI/trade wins

Annex D: UK Business Connect campaign pages

- Chinese homepage: <https://ukbusinessinchina.com/cn>
- English Homepage: <https://ukbusinessinchina.com/>
- Gin Campaign Page: <https://ukbusinessinchina.com/cn/campaigns/gin>

Annex E: Max Burns Influencer content

- Platinum Jubilee: [I Made Chinese British Fusion Street Food for Queen's Jubilee Party - YouTube](#)
- Cheese / Fine Cheese Co: [Delicious Twisted! I mixed Chinese ingredient with British Cheese - YouTube](#)



- Seafood / Billingsgate Fish Market: https://youtu.be/0jzcTm_VjiI

Annex F: GREAT Calling Campaign insights

GREAT Calling Campaign Key learnings & opportunities

Fusion food and drink worked best to engage Chinese audiences (C&L and Janet worked best in appealing to wider Chinese audiences and prompting visits to the UK)

	FEEDBACK	ACTION
Disaster Checking No video was seen as offensive or unreasonable and therefore all videos passed this check However, we removed Pei Tao's video, responding to feedback from audiences, who felt the video was the least liked and engaging. This enabled us to better use media spend.	01 Footage shouldn't be focused on promoting UK above China, which should be celebrated	<ul style="list-style-type: none">Focus on Chinese distinct culinary culture in b-roll and UK celebration of CN cuisineCelebration of Chinese traditional art & gardens
	02 Scepticism around sincerity or authenticity of videos	<ul style="list-style-type: none">Chen Da's piece focused not on sport, but messages of access and friendshipIncluded more personal b-roll
	03 Desire for detail and tangible insights about the UK	<ul style="list-style-type: none">More specific references - Welsh Beef, Chevening Scholars, University Societies, TweedB-roll showcases authentic detailsFocus on British Gardens for Siyuan
	04 Need for more clear and linear narratives	<ul style="list-style-type: none">Restructured narratives to focus on one aspect eg. Chen Da's became about forming friendshipsEdited out superfluous details (pubs in Peter's etc.)
	05 Overly proud messaging about the UK at expense of Chinese identity	<ul style="list-style-type: none">Changed core opening mid-campaign from '我的英国。。。' to '英国是。。。'

Previous KOLs used & results



KOL Performance Result

KOL	Content Type	Posting Date	Cost (GBP)	CPM (GBP)	Engagement Rate	Est. Impressions	Viewership	Comment	Repost	Likes	Notes on consumer reaction
Chris Parker	video	3/26	2,000	52.63	4.06%	25,000	38,000	158	18	1366	neutral
TAN Liren		4/2	8,443	5.69	0.45%	600,000	1,483,012	503	859	5334	positive
英国宝哥 BaoGe		3/27	3,607	21.12	3.74%	50,000	170,807	581	666	5138	positive
Susie Woo		4/3	2,100	86.77	6.95%	15,000	24,203	184	45	1452	neutral
The Alison Mode		3/29	5,324	3.58	0.18%	400,000	1,489,000	210	217	2193	positive
UK Baojie	article	3/31	5,882	4.58	8.60%	1m	1,285,000	96	440	110000	positive
		3/29	21,176	124.49	0.88%		170,109	123	1,036	341	positive
祝小兔		3/29	7,100	340.94	2.73%	15,000	20,825	10	347	211	positive
TAO Lixia		4/3	10,716	818.02	7.63%	20,000	13,100	39	632	329	positive
36Kr		3/31	21,300	3.48	0.01%	6,000,000	6,127,097	17	344	107	positive
乌云装扮者		4/1	9,412	64.55	1.00%	20,000	145,819	68	1131	257	positive
TOTAL			97,061	8.77	1.21%	7,145,000	10,966,972	1,989	5,735	126,728	

Consumer Engagement

1. Trolls will exist regardless of content topic, however 3 rounds of consumer testing should always be conducted to ensure maximum impact
2. Food content drove the highest engagement. Consumers showed a particular interest in CN-UK fusion
3. Content has to be relevant to Chinese lives - elements where people could connect more easily performed well vs. more high-level topics.
4. Interest in the lesser-known cultural elements, rather than the cliché areas/activities
5. Audiences want down-to-earth people and stories
6. Audience want an opportunity to learn
7. Lighter, humorous pieces are preferred.

Content opportunities (repurposing existing assets)

- Expo of 'China Portraits', showcasing lives of Chinese living in UK through mixed media – seek out collaboration in China, with British living in China mirroring.
- Long-form content for Bilibili answering questions from audience/followers in English and Chinese of most popular characters, showcasing very specific opportunities of interest:
- Podcasts - reworking or extending interview content into podcast series
- Chinese Food Festival/Chinese Arts Now/China Visual Festival x HMG collaboration – video series
- [Campaign videos](#)
- User Journey – call to action – survey

What to maintain and what to improve



- “For trade, provenance is disproportionately important, at 81% (+23 v PMA)”
- “Around 1/3 of both audiences felt UK food and drink was too expensive”. Young Chinese consumers are more price sensitive than those aged 25+ with 65% of 16-24s selecting price as a key deciding factor”
- Our supporting messages need to convey product as value with the price tag.
- Ensure that provenance plays a role in our content
- Be sure to highlight quality, both of product and process, in all content.
- Quality is the top factor in choosing food and drink, chosen by 65% of consumers (+4pp v PMA) and 98% of trade respondents (+5pp v PMA).”
- Be sure to highlight quality, both of product and process, in all content.

Annex G: GREAT Campaign artwork and useful links

- [Great British Food GB \(@greatbritishfood\) • Instagram photos and videos](#)
- [GREAT Britain & Northern Ireland Campaign | UK international marketing campaign \(greatcampaign.com\)](#)
- [GREAT Campaign \(@greatcampaign\) • Instagram photos and videos](#)

Specification of Requirements:

- 1.1 The Authority requires provision the creation, management and execution of the digital campaign as described above along with the tasks and conditions included.
- 1.2 Your response (proposal with quotation) should remain valid for 60 days from the required date of receipt and all costs should be stated in Chinese Yuan. Your quotation should be inclusive of all costs, and must be transparent and itemised.
- 1.3 Your response must be received by Midnight (Beijing time) **on** 12th December 2022.
- 1.4 Please send this via email to the following addresses: stuart.dunn@fcdo.gov.uk and felicity.gransden@defra.gov.uk using the reference “**China GREAT Digital 2022-23**” in the subject line.
- 1.5 Failure to address your email correctly may prevent it from being identified and forwarded to the evaluation process
- 1.6 Any questions relating to this Request for Proposal must be sent by email to stuart.dunn@fcdo.gov.uk using the reference “**China GREAT Digital 2022-23**” in the subject line. Communication by any other means or to any other addressee may invalidate your proposal.



Department for International Trade

British Embassy
11 Guanghua Road
Chaoyang District
Beijing, China

Should your proposal be accepted, this request, the statement of requirements and your response will form the basis of a contract between you and the Authority under the terms and conditions provided to you in this letter. This Request for Proposal does not imply any commitment on the part of the Authority. The Authority will not be liable for any expenses you incur as part of this request process.



SECTION 3: EVALUATION CRITERIA

- 3.1 The tender process will be conducted to ensure that the proposal are evaluated fairly to ascertain the proposal that best meets the Customer's requirements outlined in Section 2.
- 3.2 Account will be taken of any factor emerging from the tender process which impacts a Tenderer's suitability and relates to information previously provided by the Tenderer or any additional information which comes to light in respect of its financial standing.
- 3.3 The guidance below is provided as an aid to evaluation of proposals. It ensures, as far as is possible, that all proposals are given equal and fair consideration. It also indicates to tenderers the basis upon which responses will be judged. These evaluation criteria will be used throughout this tender process including all stages of selection. Evaluators are required to independently assess each proposal received in respect of each of the evaluation criteria.
- 3.4 Tenders shall be evaluated using the Most Economically advantageous Tender (MEAT) methodology, based on a combination of commercial, technical and price elements. The Customer shall award the Contract to the Tenderer which submits the highest scoring response.
- 3.5 The MEAT ratio for this Tender is as follows:

<u>Award Criteria</u>	<u>Weighting</u>
Commercial / Qualification	Pass/Fail
Technical / Quality	80%
Price	20%

- 3.6 No importance should be attached to the order in which these criteria are listed.
- 3.7 Tenderers are requested to ensure their answers are concise and relevant, and refrain from uploading extensive generic corporate documentation or marketing literature.



3.8 The Customer will evaluate each response in line with the scoring methodology in section 3.9 and reserves the right to exclude any response that scores either;

- “Non-compliant” for any question or
- Two (2) or more “Serious Reservations” for any question.

3.9 Responses to quality criteria will be scored as above in accordance with the marking system set out below:

Score Key Assessment	Score	Interpretation
Good	4	Satisfies the requirement with minor additional benefits. Above average demonstration by the Tenderer of the understanding and evidence in their ability/proposed methodology to deliver a solution for the required supplies/services. Response identifies factors that will offer potential added value, with evidence to support the response.
Acceptable	3	Satisfies the requirement. Demonstration by the Tender of the understanding and evidence in their ability/proposed methodology to deliver a solution for the required supplies/services.
Minor Reservations	2	Satisfies the requirement with minor reservations. Some minor reservations of the Tenderer’s understanding and proposed methodology, with limited evidence to support the response.
Serious Reservations	1	Satisfies the requirement with major reservations. Major reservations of the Tenderer’s understanding and proposed methodology, with little or no evidence to support the response.
Unacceptable/ Non-compliant	0	Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the Tenderer has the understanding or suitable methodology, with little or no evidence to support the response.

3.10 Tenderers shall not cross-refer to answers given elsewhere in a Tender. Tenderers shall answer each question so that it acts as a stand-alone answer. Tenderers may need to repeat certain information in answer to different questions if required.

3.11 For the pricing element, the total overall price shall be calculated based on the lowest priced complaint tender gaining the full 20% award with the remaining marks allocated based on:

$$\text{Score} = \frac{\text{Lowest Tender Price}}{\text{Tender Price}} \times 20\%$$

For example, if three Tenders are received and Tenderer A has quoted £68,000 as their total overall price, Tenderer B has quoted £70,000 and Tenderer C has quoted £75,000 then the calculation will be as follows:

- Tenderer A score = £68,000/£68,000 x 20% (maximum marks available) = 20
- Tenderer B score = £68,000/£70,000 x 20% (maximum marks available) = 18.86
- Tenderer C score = £68,000/£75,000 x 20% (maximum marks available) = 16.27



Tender Evaluation Matrix

3.12 Evaluation of proposals will comprise the following:

Item	Criteria	Description	Question Scoring / Weighting	Comments
Technical / Quality Criteria				
1	A01a – Methodology; Project Plan	<p>Tenderers must provide method statements outlining how they will provide the services required to achieve each of the stated deliverables.</p> <p>The response <u>must</u> clearly identify each deliverable stated within the Requirements portion of Requirements & deliverables section</p> <p>Failure to address any deliverable section will result in a score of unacceptable/non-complaint and will be rejected</p> <p>Referring to Requirements and Deliverables section, please provide a project plan outlining the activities you will undertake to deliver on all aspects of the requirement. Identify the key dates and dependencies.</p> <p>The response <u>must include</u> a project plan outlining key dates and dependencies</p>	10%	<p>Please title the response to this criterion “[Insert Company Name]-A01a & A01b”.</p> <p>Responses must be limited to 10 A4 sides. The pages that are over the above limit will not be evaluated.</p> <p>Separate to the above page limitation, an additional single A4 page is permitted for the project plan</p>
1	A01b – Methodology; Method Statements	<p>Referring to the Requirements and Deliverables section, provide method statements to show how you intend to achieve each of the stated deliverables and outcomes. The response must clearly identify each deliverable stated and provide detail as to how this will be achieved.</p>	30%	See above



		<p>When answering this question please also consider the following points:</p> <ul style="list-style-type: none"> • The predicted ROI and perceptions uplift as well as how the agency intends to measure both of these. • Number of pieces of video content that can be produced within budget • How the agency will ensure quality of content production with KOLS • The audiences of suggested KOLS that the agency proposes and their suitability to UK F&D promotion • Does the agency suggest we work with a range of KOLS from different tiers to reach different audiences? • Variety of platforms/quality of KOL's/number of posts etc. • Number of categories included in proposal 		
2	A02 – Risk Mitigation	<p>Tenderers must identify and describe the key milestones and risks to project delivery. For each risk please explain your proposed mitigations.</p> <p>Responses must include but not be limited to addressing risks surrounding the current Covid-19 pandemic</p>	10%	<p>Please title the response to this criterion “[Insert Company Name]-A02”.</p> <p>Responses must be limited to 2 A4 sides. The pages that are over the above limit will not be evaluated.</p>
3	A03 – Project Team and Experience	<p>Tenderers must provide a description of their team and proposed approach to delivery including:</p> <ul style="list-style-type: none"> • The team leader and team members including their areas of responsibility to deliver the project; • Information about the relevant experience of proposed team members including their work on 	20%	<p>Please title the response to this criterion “[Insert Company Name]-A03”.</p> <p>Responses must be limited to 3 A4 sides. The pages that are over the above limit will not be evaluated.</p>



		<p>similar events and with similar stakeholders;</p> <ul style="list-style-type: none"> The time commitment team members would make to the project; How the project team will work with key stakeholders including the British Embassy team, GREAT team, strategic partners Expertise with KOLS in live-selling/e-commerce – does the agency have suggestions and metrics/results to show success. 		
4	A04 - Credentials	<p>Tenderers must provide their credentials to deliver the project including:</p> <ul style="list-style-type: none"> A list and brief description of relevant projects delivered in China; Feedback from clients about these projects; <p>What role if any the individuals identified in question A03 had in these projects?</p> <ul style="list-style-type: none"> Agency to show results from previous e-commerce campaigns including selling numbers as well as educational side Quality of production both video and imagery – show examples from previous work 	10%	<p>Please title the response to this criterion “[Insert Company Name]-A04”.</p> <p>Responses must be limited to 2 A4 sides. The pages that are over the above limit will not be evaluated.</p>
Commercial Criteria				
6	B01 - Pricing Schedule	<p>Tenderers must complete the pricing schedule attached to the invitation to tender and return it as part of their tender response.</p>	20%	<p>Please title the response to this criterion “[Insert Company Name]-B01”.</p>

3.13 **By submitting a tender response Tenderers confirm their acceptance of the draft contract terms and conditions attached at Appendix 1 of this request for Proposal.**



Instructions and Information on Tendering Procedures **Gransden, Felicity <Felicity.Gransden@defra.gov.uk>**

- 3.14 These instructions are designed to ensure that all proposals are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. Please email stuart.dunn@fcdo.gov.uk & Felicity.Gransden@defra.gov.uk using the reference "**China GREAT Digital 2022-23**" in the subject line if you have any queries as to what is required, or you have difficulty in providing the information requested. Likewise, we may raise questions (technical or commercial) at any stage of the process, if need be.
- 3.15 **Contract period:** 19 December 2022 – 19 April 2023
- 3.16 **Acceptance of proposals:** By issuing this invitation the Authority is not bound in any way and does not have to accept any proposal, and reserves the right to accept a portion of any proposal, unless the bidder expressly stipulates otherwise in their proposal. All proposals are required to include pricing that is valid for a minimum duration of 60 days after the deadline date.
- 3.17 **Inducements:** Offering an inducement of any kind in relation to obtaining this or any other contract with the Authority will disqualify your proposal from being considered and may constitute a criminal offence.
- 3.18 **Confidentiality of proposals:** Please note the following requirements. You must not:
- Try to obtain any information about anyone else's proposal or intended proposal before the time limit for delivery of proposals.
 - Make any arrangements with another organisation about whether or not they should submit a proposal.

Failure to comply with these conditions may disqualify your proposal.

- 3.19 **Costs and Expenses:** In no circumstances will the Authority be responsible for any costs or expenses which you may incur in preparing or submitting your proposal whether or not your proposal is successful.
- 3.20 **Evaluation Criteria:** The evaluation process will be conducted in a manner by a judging panel that ensures proposals are evaluated fairly, on the basis of capability, proposed approach and costs to ascertain the proposal that best meets the stated Specification. The evaluation criteria that will be used throughout this procurement process, including all stages of selection, are outlined in the Evaluation Guidance section below.
- 3.21 **Freedom of Information:** The Authority is committed to open government and to meeting its responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted to the Authority may need to be disclosed in response to a request under the Act. If you consider that any of the information included in your tender is commercially sensitive, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may still be required to disclose it under the Act if a request is received. Please also note that the receipt of any material marked 'confidential' or equivalent by the Authority should not be taken to mean that we accept any duty of confidence by virtue of that marking. If a request is received, we may also be required to disclose details of unsuccessful proposals.
- 3.22 Included in the requirement is the handling of personal data, as such the contract will be subject to General Data Protection Regulations (GDPR). Respondents should include details of how personal data will be protected during the performance of this contract.
- 3.23 **Conclusions:** Whilst every endeavour has been made to give bidders an accurate description of the Authority's requirement, bidders should make their own assessment about the methods and resources needed to meet those requirements.



Date: 11.11.2022

Terms and Conditions of Contract

Annex 1

- 1 Interpretation
- 2 Basis of Agreement
- 3 Supply of Services
- 4 Term
- 5 Delivery
- 6 Property and Guarantee of Title
- 7 Charges, Payment and Recovery of Sums Due
- 8 Premises and Equipment
- 9 Staff and Key Personnel
- 10 Assignment and Sub-Contracting
- 11 Intellectual Property Rights
- 12 Governance and Records
- 13 Confidentiality
- 14 Data Protection
- 15 Liability
- 16 Force Majeure
- 17 Termination
- 18 Compliance
- 19 Prevention of Fraud and Corruption
- 20 Dispute Resolution
- 21 Improving visibility of subcontract opportunities available to SMEs and VCSEs in the supply chain
- 22 Management Charges and Information
- 23 General



Department for International Trade

British Embassy
11 Guanghua Road
Chaoyang District
Beijing, China

- 24 Notices
- 25 Governing Law and Jurisdiction



INTERPRETATION

1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier's countersignature of the Award Letter and includes the Award Letter and Annexes;
“Authority”	means the Secretary of State for Foreign, Commonwealth and Development Affairs and includes the Authority's Representative. In this Contract, the Authority is acting as part of the Crown.
“Authority's Representative”	means the individual authorised to act on behalf of the Authority for the purposes of the Contract.
“Award Letter”	means the letter from the Customer to the Supplier printed above these terms and conditions;
“Central Government Body”	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none">(a) Government Department;(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);(c) Non-Ministerial Department; or(d) Executive Agency;
“Charges”	means the charges specified in the Award Letter;
“Code of Conduct”	Means the Agreement at Annex 5 to this Contract
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Contract Period”	Is the term of the contract from the Commencement Date till the expiry date
“Contracts Finder”	Is the Government's publishing portal for public sector procurement opportunities
“Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer”	take the meaning given in the GDPR;
“Credit Transfer”	is a payment instruction from the Authority to its bank or payment service provider to transfer an amount of money to another account.
“Customer”	means the person named as Customer in the Award Letter who is the “Authorities Representative”;
“Data Protection	means (i) the GDPR, the LED and any applicable national implementing Laws



Legislation“	as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
“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;
“Date of Delivery”	means that date by which the Goods must be Delivered to the Customer, as specified in the Award Letter.
“Deliver”	means hand over the Goods to the Customer at the address and on the date specified in the Award Letter, which shall include unloading and any other specific arrangements agreed in accordance with Condition 5 (Delivery) . Delivered and Delivery shall be construed accordingly.
“DPA”	means the Data Protection Act 2018;
“EIR”	means Environmental Information Regulations 2004;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“GDPR”	means the General Data Protection Regulation (<i>Regulation (EU) 2016/679</i>)
“Goods”	means the goods to be supplied by the Supplier to the Customer under the Agreement;
“GPC”	means the Government Procurement credit card used for purchasing and/or making payment;
“Information”	has the meaning given under section 84 of the FOIA;
“Intellectual Property Rights”	means patents, trademarks, service marks, copyright, moral rights, rights in a design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating or attached thereto;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“LED”	means Law Enforcement Directive (<i>Directive (EU) 2016/680</i>)
“Law”	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of



	law, or directives or requirements with which the Contractor is bound to comply;
“Notice”	means information from either Party to the other Party about a particular action that has been taken;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
“Purchase Order”	means the form, on the other side of these Conditions or attached separately, which the Authority sends to the Contractor setting out the Authority’s specific requirements, the contract terms which apply to the Goods and/or Services and any documents referred to therein;
“Purchase Order Number”	means the Customer’s unique number relating to the Contract;
“Regulatory Body”	means any organisation/authority that is authorised to set directions for or monitor standards set out in law;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“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;
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Specification”	means the specification for the Services or Services (including as to quantity, description and quality) as specified in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Sub-processor”	means any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement;
“Supplier”	means the person named as Supplier in the Award Letter;



“Term”	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with Condition 4 (Term) or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
“VCSE”	means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

- 1.2 In these terms and conditions, unless the context otherwise requires:
- 1.2.1 references to numbered Conditions are references to the relevant Condition in these terms and conditions;
 - 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
 - 1.2.3 the headings to the Conditions of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
 - 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
 - 1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

BASIS OF AGREEMENT

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Award Letter countersigned by the Supplier within Seven days of the date of the Award Letter.

SUPPLY OF SERVICES

- 3.1 In consideration of the Customer’s agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
 - 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer’s instructions;
 - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier’s industry, profession or trade;
 - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled in accordance with the Agreement;
 - 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
 - 3.2.5 comply with all applicable laws; and
 - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of



the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

TERM

4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with **Condition 4 (Term)** or terminated in accordance with the terms and conditions of the Agreement.

4.2 The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

7 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE

7.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

7.2 The Contractor shall add VAT to the Agreement Price at the prevailing rate as applicable

7.3 The Authority may elect to pay for the services by invoice via credit transfer, Government Procurement Card or such other method as the Parties may agree. To enable the Customer to verify the accuracy of the charges, the Supplier shall provide supportive information as the Customer requires, including a breakdown of the Services supplied.

If the Authority elects to pay against an invoice, The Authority shall pay the Contractor within 30 days of receipt of an undisputed invoice by payment direct to the Contractors bank account as a credit transfer.

7.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the charges no later than 30 days after verifying that the charge is valid and undisputed. If paying by invoice, a valid Purchase Order Number is required.

7.5 If the Customer fails to consider and verify a charge in a timely fashion the charge shall be regarded as valid and undisputed for the purpose of **Condition 7.4 (Charges, Payment and Recovery of Sums Due)** after a reasonable time has passed

7.6 The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.

7.7 If there is a dispute between the Parties as to the amount charged, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with **Condition 15 (Termination)**. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in **Condition 20 (Dispute Resolution)**.

7.8 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

7.9 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:

7.9.1 provisions having the same effects as **Conditions 7.3 to 7.7 (Charges, Payment and Recovery of Sums Due)** of this Agreement; and

7.9.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as **Conditions 7.3 to 7.8 (Charges, Payment and Recovery of Sums Due)** of this Agreement.

7.9.3 In this **Condition 7.8 (Charges, Payment and Recovery of Sums Due)**, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.



- 7.10 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

8 PREMISES AND EQUIPMENT

- 8.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 8.2 If the Supplier supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Supplier or any Staff, other than fair wear and tear.
- 8.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 8.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 8.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 8.6 Without prejudice to **Condition 3 (Supply of Services)**, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 8.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

DN Use if contracting for services

9 STAFF AND KEY PERSONNEL

- 9.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
- 9.1.1 refuse admission to the relevant person(s) to the Customer's premises;
- 9.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
- 9.1.3 require that the Supplier replace any person removed under this Condition with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered, and the Supplier shall comply with any such notice.
- 9.2 The Supplier shall:
- 9.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
- 9.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
- 9.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by



the Customer.

- 9.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 9.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

10 ASSIGNMENT AND SUB-CONTRACTING

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

DN Use if contracting for services

11 INTELLECTUAL PROPERTY RIGHTS

- 11.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 11.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 11.3 The Supplier hereby grants the Customer:
- 11.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
- 11.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement;
and
any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services, including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.
- 11.4 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a



third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

12 GOVERNANCE AND RECORDS

12.1 The Supplier shall:

12.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and

12.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.

12.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

13 CONFIDENTIALITY

13.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of this Contract, the Contractor gives consent to the Authority to publish the Contract in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted) including from time to time agreed changes to the Contract, to the general public.

13.2 The Authority may consult with the Contractor to inform its decision regarding any exemptions to FOIA but the Authority shall have the final decision in its absolute discretion.

13.3 The Contractor shall assist and cooperate with the Authority to enable the Authority to publish this Agreement.

13.4 **Condition 13.2 (Confidentiality)** shall not apply to the extent that:

13.4.1 Such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the EIR, save that the Contractor shall not disclose any information relating to the Contract or the Authority's activities without the prior written consent of the Authority, which shall not be unreasonably withheld.

13.4.2 Such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

13.4.3 Such information was obtained from a third party without obligation of confidentiality;

13.4.4 Such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or

13.4.5 It is independently developed without access to the other party's Confidential Information.

13.5 The Contractor may only disclose the Authority's Confidential Information to the persons it has employed or engaged who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such persons are aware of and shall comply with these obligations as to confidentiality.

13.6 The Contractor shall not, and shall procure that the persons it has employed or engaged do not, use any of the Authority's Confidential Information received otherwise than for the purposes of this Contract.

13.7 At the written request of the Authority, the Contractor shall procure that those persons it has employed or engaged identified in the Authority's notice sign a confidentiality undertaking prior to commencing any work in accordance with this Contract.



- 13.8 Nothing in this Contract shall prevent the Authority from disclosing the Contractor's Confidential Information:
- 13.8.1 To any Crown Body or Overseas Governments. All Crown Bodies receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body;
- 13.8.2 To any consultant, contractor or other person engaged by the Authority or any person conducting a Gateway or other assurance review;
- 13.8.3 For the purpose of the examination and certification of the Authority's accounts; or
- 13.8.4 For any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.
- 13.9 The Authority shall use all reasonable endeavours to ensure that any Crown Body, employee, third party or sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to **Condition 13.8 (Confidentiality)** is made aware of the Authority's obligations of confidentiality.
- 13.10 Nothing in this **Condition 13 (Confidentiality)** shall prevent either party from using any techniques, ideas or know-how gained during the performance of this Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 13.11 In the event that the Contractor fails to comply with this **Condition 13 (Confidentiality)**, the Authority reserves the right to terminate the Contract by notice in writing with immediate effect.
- 13.12 The provisions under this **Condition 13 (Confidentiality)** are without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information.

14 DATA PROTECTION

- 14.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do is listed in **Annex 4 to the Contract (Processing Data Schedule)** by the Customer and may not be determined by the Contractor.
- 14.2 The Contractor shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 14.3 The Contractor shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, 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.
- 14.4 The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- (a) process that Personal Data only in accordance with **Annex 4 to the Contract (Processing Data Schedule)**, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Customer 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 Customer 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 Contractor Personnel do not process Personal Data except in accordance with this Agreement (and in particular **Annex 4 to the Contract (Processing Data Schedule)**);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Contractor's duties under this condition;
 - (B) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
 - (iv) the Contractor complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.

14.5 Subject to **Condition 14.6 (Data Protection)**, the Contractor shall notify the Customer immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;

or



- (f) becomes aware of a Data Loss Event.
- 14.6 The Contractor's obligation to notify under **Condition 14.5 (Data Protection)** shall include the provision of further information to the Customer in phases, as details become available.
- 14.7 Taking into account the nature of the processing, the Contractor shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under **Condition 14.5 (Data Protection)** (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
- (a) the Customer with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Customer following any Data Loss Event;
 - (e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 14.8 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this condition. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
- (a) the Customer determines that the processing is not occasional;
 - (b) the Customer 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 Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 14.9 The Contractor shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.
- 14.10 The Contractor shall designate a data protection officer if required by the Data Protection Legislation.
- 14.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:
- (a) notify the Customer in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Customer;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this **Condition 14 (Data Protection)** (such that they apply to the Sub-processor; and
 - (d) provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 14.12 The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.
- 14.13 The Customer may, at any time on not less than 30 Working Days' notice, revise this condition by replacing it with any applicable controller to processor standard conditions or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 14.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Contractor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.



15 LIABILITY

- 15.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
- 15.2 Subject always to **condition 15.3 and 15.4 (Liability)**:
- 15.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and
- 15.2.2 except in the case of claims arising under **conditions 11 (Intellectual Property Rights)** and **19 (Prevention of Fraud and Corruption)**, in no event shall the Supplier be liable to the Customer for any:
- (a) loss of profits;
 - loss of business;
 - loss of revenue;
 - loss of or damage to goodwill;
 - loss of savings (whether anticipated or otherwise); and/or
 - any indirect, special or consequential loss or damage.
- 15.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:
- 15.3.1 death or personal injury caused by its negligence or that of its Staff;
- 15.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or
- 15.3.3 any other matter which, by law, may not be excluded or limited.
- 15.4 The Supplier's liability under the indemnity in **conditions 11 (Intellectual Property Rights)** and **19 (Prevention of Fraud and Corruption)** shall be unlimited.

16 FORCE MAJEURE

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

17 TERMINATION

- 17.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 17.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:
- 17.2.1 (without prejudice to **condition 16 Force Majeure**), is in material breach of any obligation under the Agreement which is not capable of remedy;
- 17.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
- 17.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;



- 17.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
- 17.2.5 breaches any of the provisions of [conditions 9 \(Staff and Key Personnel\)](#), [13 \(Confidentiality\)](#), [14 \(Data Protection\)](#) and [18 \(Compliance\)](#);
- 17.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this [condition 17 \(Termination\)](#) in consequence of debt in any jurisdiction; or
- 17.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 17.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in [condition 17 \(Termination\)](#) or any potential such change of control.
- 17.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 17.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this Condition and conditions [0 \(Basis of Agreement\)](#), [3.2 \(Supply of Services/Goods\)](#), [3.3 \(Supply of Services/Goods\)](#), [9 \(Staff and Key Personnel\)](#), [11 \(Intellectual Property Rights / Intellectual Property Rights and Indemnity\)](#), [11.2 \(Intellectual Property Rights / Intellectual Property Rights and Indemnity\)](#), [13 \(Confidentiality\)](#), [14 \(Data Protection\)](#), [15 \(Liability\)](#), [17.5 \(Termination\)](#), [18.4 \(Compliance\)](#), [19.3 \(Prevention of Fraud and Corruption\)](#), [20 \(Dispute Resolution\)](#) and [21.7 \(General\)](#) or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 17.6 Upon termination or expiry of the Agreement, the Supplier shall:
- 17.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
- 17.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.
- 18 COMPLIANCE**
- 18.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 18.2 The Supplier shall:
- 18.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
- 18.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 18.3 The Supplier shall:
- 18.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and
- 18.3.2 take all reasonable steps to secure the observance of [condition 18 \(Compliance\)](#) by all Staff.
- 18.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.
- 18.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
- 18.5.1 the Official Secrets Acts 1911 to 1989; and



18.5.2 section 182 of the Finance Act 1989.

19 PREVENTION OF FRAUD AND CORRUPTION

- 19.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
- 19.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 19.3 If the Supplier or the Staff engages in conduct prohibited by **condition 19 (Prevention of Fraud and Corruption)** or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
- 19.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
- 19.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this Condition.

20 DISPUTE RESOLUTION

- 20.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 20.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in **condition 20 (Dispute Resolution)**, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 20.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

23 GENERAL

- 23.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 23.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 23.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 23.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this Condition shall exclude liability for fraud or fraudulent misrepresentation.
- 23.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.



- 23.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 23.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 23.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

24 NOTICES

- 24.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to [condition 23 \(General\)](#), e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this Condition:
- 24.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 24.3 Notices under [conditions 16 \(Force Majeure\)](#) and [17 \(Termination\)](#) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in [condition 24.1 \(Notices\)](#).

25 GOVERNING LAW AND JURISDICTION

- 25.1 This Agreement will be governed by and construed in accordance with English law and the Contractor hereby irrevocably submits to the jurisdiction of the English courts. The submission to such jurisdiction will not (and will not be construed so as to) limit the right of the Authority to take proceedings against the Contractor in any other court of competent jurisdiction, nor will the taking of proceedings by the Authority in any one or more jurisdictions preclude the taking of proceedings by the Authority in any other jurisdiction, whether concurrently or not.

