



Agreement Reference Number: TfL 91209 (Lot 1)

Outline Agreement Number: 460000 /10

Date: *15th December* 2016

**Framework Agreement
for the Provision of Services**

between

Greater London Authority

and

Mediaedge:cia UK Limited

for Media Planning and Buying services

1.	DEFINITIONS AND INTERPRETATIONS.....	4
2.	FRAMEWORK AGREEMENT	15
3.	CALL-OFF PROCEDURE	16
4.	TERM OF AGREEMENT AND BRIEFS	17
5.	THE SERVICES	17
5A.	AMENDMENTS TO THE SERVICES.....	20
6.	CHARGES.....	20
6A.	DISBURSEMENTS.....	21
7.	PAYMENT PROCEDURES AND APPROVALS.....	21
8.	WARRANTIES AND OBLIGATIONS.....	23
8A.	APPROVALS AND AUTHORITIES	25
9.	CONTRACTUAL MANAGEMENT	25
10.	SERVICE PROVIDER'S PERSONNEL.....	26
11.	SUB-CONTRACTING AND CHANGE OF OWNERSHIP	27
12.	CONFLICT OF INTEREST.....	29
13.	ACCESS TO PREMISES	29
14.	COMPLIANCE WITH POLICIES AND LAW	30
14A.	ADVERTISING STANDARDS	32
15.	CORRUPT GIFTS AND PAYMENT OF COMMISSION	33
16.	EQUIPMENT	33
17.	QUALITY, BEST VALUE AND EVALUATION	33
18.	RECORDS, AUDIT AND INSPECTION	35
19.	SET-OFF	37
20.	INDEMNITY.....	37
21.	INSURANCE	39
22.	THE AUTHORITY'S DATA.....	40
23.	INTELLECTUAL PROPERTY RIGHTS	40
24.	PRIVACY AND DATA PROTECTION	41
25.	CONFIDENTIALITY AND ANNOUNCEMENTS	41
26.	FREEDOM OF INFORMATION AND TRANSPARENCY.....	43
27.	DISPUTE RESOLUTION.....	44
28.	BREACH AND TERMINATION OF AGREEMENT.....	45
29.	CONSEQUENCES OF TERMINATION OR EXPIRY	47
30.	DECLARATION OF INEFFECTIVENESS AND PUBLIC PROCUREMENT TERMINATION EVENT	48
31.	SURVIVAL.....	50
32.	RIGHTS OF THIRD PARTIES.....	50
33.	CONTRACT VARIATION	51
34.	NOVATION.....	51
35.	NON-WAIVER OF RIGHTS.....	51
36.	ILLEGALITY AND SEVERABILITY	51
37.	NOTICES	52

38.	ENTIRE AGREEMENT	52
39.	RELATIONSHIP OF THE PARTIES	53
40.	FURTHER ASSURANCE	53
41.	GOVERNING LAW	53
	SCHEDULE 1 - KEY AGREEMENT INFORMATION	55
	SCHEDULE 2 - SPECIAL CONDITIONS OF AGREEMENT	
	SCHEDULE 3 - SERVICES AND SPECIFICATION	
	SCHEDULE 4 - CHARGES AND REMUNERATION	
	PRINCIPLES AND PRACTICE	100
	SCHEDULE 5 – CONTENTS OF A BRIEF	126
	SCHEDULE 6 - CONTENTS OF A CONTACT REPORT	
	FOLLOWING A BRIEF	127
	SCHEDULE 7 - FORM FOR VARIATION	128
	SCHEDULE 8 – THE AUTHORITY’S POLICIES.....	135
	SCHEDULE 9 – RE-TENDER COOPERATION.....	136
	SCHEDULE 10 - TRANSFER OF EMPLOYEES	
	SCHEDULE 11 - ANNUAL MEDIA GUARANTEES	

THIS AGREEMENT is made the 15th day of December 2016

BETWEEN:

- (1) **THE GREATER LONDON AUTHORITY** whose principal offices are at City Hall, The Queen's Walk, London SE1 2AA ("**the Contracting Authority**"); and
- (2) **MEDIAEDGE:CIA UK LIMITED**, a company registered in England and Wales (Company Registration Number 04078547) whose registered office is at Sea Containers 18 Upper Ground, London, SE1 9ET ("**the Service Provider**").

RECITALS:

- A. The Contracting Authority and the Service Provider wish to enter into a framework agreement which will enable an Authority, from time to time, to enter into a Contract or a series of Contracts with the Service Provider for some or all of the Services of the type described in Schedule 3 or as further described in such Contract.
- B. The terms and conditions of this Agreement shall apply to the Services to be provided by the Service Provider under any Contract.
- C. This framework agreement can be utilised by any Authority.

THE PARTIES AGREE THAT:

In consideration of the payment by the Authority to the Service Provider of £5.00 (the receipt and sufficiency of which is acknowledged by the Service Provider) and the mutual promises and covenants set out in this Agreement, the Parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

In the Agreement (including the Recitals):

1.1 unless the context indicates otherwise the following expressions shall have the following meanings:

"Advertising"	any advertising in whatever form produced by or for the Authority;
"Agreement"	this framework agreement, including the Schedules and all other documents referred to in this Agreement;
"Agreement Commencement Date"	the date for commencement of this Agreement specified in Schedule 1;

“Agreement Reference Number”	the reference number for this Agreement as set out in Schedule 1;
“Annual Media Guarantees”	the minimum requirements agreed between the Authority and the Service Provider which shall be as set out in Schedule 11 from the Agreement Commencement Date and shall thereafter be agreed in accordance with clause 17.7.
“ASBOF and BASBOF”	the costs applied to media space and airtime costs to fund the Advertising Standards Board of Finance and Broadcast Advertising Standards Board of Finance.
“Authorised Person”	directors or employees of the Authority authorised to approve the Service Provider's work and/or expenditure as set out in clause 8A.1 and Schedule 1 to this Agreement as amended from time to time;
“Authority”	the Contracting Authority, any of the Functional Bodies and or any Authority Group member utilising this Agreement;
“Authority Group”	The Greater London Authority (GLA) in its own right and as holding company of all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together, the Greater London Authority and the Functional Bodies and reference to any “member of the Authority Group” shall refer to TfL, the Greater London Authority or any such subsidiary or a Functional Body;
“Authority Premises”	any land or premises (including temporary buildings) owned or occupied by or on behalf of any member of the Authority Group (including for the avoidance of doubt the Authority);
“Authority’s Advertising Policy”	the Authority’s policy for advertising provided to the Service Provider as may be updated by the Authority from time to time;

time;

“Brief”

a brief issued by the Authority to the Service Provider setting out Services which the Authority wishes for the Service Provider to provide to the Authority in accordance with a Contract, and which may include the indicative information set out in Schedule 5, and such brief shall form part of the Services;

“Business Day”

any day excluding Saturdays, Sundays or public or bank holidays in England between the hours of 9am and 5pm;

“Campaign Manager”

the person named as such in a Contract or such other person as notified to the Service Provider by the Authority;

“Cessation Plan”

a plan agreed between the Parties or determined by the Authority pursuant to Clause 30:

- (a) to give effect to a Declaration of Ineffectiveness; or
- (b) to give effect to a Public Procurement Termination Event;

“Charges”

the charges or fees which shall include the Commission and the Disbursements payable by the Authority in accordance with Schedule 4, in consideration of the due performance of the Services, as specified in or calculated in accordance with this Agreement and a Contract

“Commission”

the commission payments made to the Service Provider by the Client for bookings made for any media exclusive of TfL On-System and Contra Media calculated in accordance with Schedule 4 and paid in accordance with clauses 6.4 to 6.6 and Schedule 4 of this Agreement;

“Confidential Information”

all information (whether written or verbal) that by its nature may reasonably be regarded as confidential

to the Authority or the Authority Group (whether commercial, financial, technical or otherwise) including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority or the Authority Group;

“Contact Report”

means a contact report issued by the Service Provider to the Authority by email or in such other format as the Authority may require;

“Contract”

a contract between the Service Provider and the Authority which:

- (a) is made pursuant to and incorporates this Agreement;
- (b) is concluded either by (i) the Service Provider issuing a Contact Report including the information required by Schedule 6 and confirming that it will provide the Services in accordance with a Brief and in order to fulfil the requirements of a Brief or (ii) if required by the Authority at the Authority’s sole discretion pursuant to clause 3.2A, in the form at Appendix 1 to Schedule 6;
- (c) incorporates the Service Provider’s and the Media Agency’s joint Strategic Response where such Strategic Response has been accepted by the Authority and confirmed by the Service Provider pursuant to clause 3.2.3; and
- (d) includes any attachments and any documents expressly referred to in the Brief;

“Contract Information”

- (i) the Agreement and any Contract in their entirety (including from time to time agreed changes to the Agreement or to any Contract); and
- (ii) data extracted from the invoices submitted pursuant to Clause 7

	which shall consist of the Service Provider's name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;
"Contract Term"	the duration of a Contract which shall be as stated in Clause 4;
"Creative Agency"	V C C P Limited or such other creative agency as notified to the Service Provider by the Authority from time to time;
"Declaration of Ineffectiveness"	a declaration of ineffectiveness in relation to the Agreement or a Contract made by a Court of competent jurisdiction pursuant to Regulation 98 of the Public Contracts Regulations 2015 or Regulation 45J the Utilities Contracts Regulations 2006;
"Force Majeure Event"	any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Party relying on the Force Majeure Event (" Affected Party ") to perform its obligations in accordance with the terms of this Agreement but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;
"Functional Bodies"	the functional bodies of the Greater London Authority from time to time which include the London Legacy Development Corporation, Mayor's Office for Policing and Crime, London Fire and Emergency Planning Authority and the Old Oak and Park Royal Development Corporation in their

current and future form;

“Holding Company”

any company which from time to time directly or indirectly controls the Service Provider as set out by section 1159 of the Companies Act 2006;

“Insolvency Event”

any of the following:

- (a) the Service Provider and/or the Holding Company making any voluntary arrangement with its creditors or becoming subject to an administration order;
- (b) a receiver, administrative receiver, manager, or administrator being appointed over all or part of the business of either or both of the Service Provider or the Holding Company;
- (c) being a company, either or both of the Service Provider or the Holding Company having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency);
- (d) either or both the Service Provider or the Holding Company ceasing or threatening to cease to carry on its business for any reason or being unable to pay its debts within the meaning of the Insolvency Act 1986;
- (e) being an individual or firm, the Service Provider becoming bankrupt or dying; or
- (f) any similar event to those in (a) to (e) above occurring in relation to either or both of the Service Provider or the Holding Company under the law of any applicable jurisdiction for those purposes;

“Intellectual Property Rights”

any patent, know-how, trade mark or name, service mark, design right, copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;

“Invoice Reconciliation”

- (a) validation of EPD return;
- (b) verification of correct charge of Charges;
- (c) audit of unbilled media;
- (d) verification of appearance if the Authority has paid for this as part of the Services; and
- (e) agency remuneration reconciliation.

“Key Personnel”

the Service Provider's key personnel that deliver the Services named as such in Schedule 1 or any relevant Contract;

“Losses”

all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct loss damages, claims, demands, proceedings and judgments;

“Media Audit Data List”

the list of data at Appendix 1 of Schedule 3;

“Media Auditors”

the supplier appointed by TfL or the Authority to independently evaluate the media that is planned and bought on the Authority's behalf by the Service Provider;

“Milestone”

an event which is the completion of one or more of the specified activities as may be set out in the Project Plan;

“Parties”	the Authority and the Service Provider (including their successors and permitted assignees) and “Party” shall mean either of them as the case may be;
“Preceding Contract”	the framework contract for services between Transport for London and Mediaedge:cia UK Limited dated 1 January 2011;
“Project Plan”	the plan (if any) provided by the Service Provider and the Creative Agency setting out the key timelines, advance booking deadlines and project milestones in relation to the performance and timing of the Services requested in the Brief
“Procurement Manager”	the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;
“Property”	documents, materials, drawings and any other work entrusted to the Service Provider by the Authority;
“Public Procurement Termination Event”	if a court determines that one or more of the circumstances described in regulation 73(1) of the Public Contracts Regulations 2015 or any equivalent provisions in regulations implementing the EU Utilities Directive 2014/25 has occurred;
“Required Date”	the date or dates on or by which each Milestone is required to be completed as set out in the joint Project Plan or, in the absence of any Milestones, the date or dates on or by which the Services are required to be provided as set out in the Project Plan;
“Restricted Countries”	any country outside the European Economic Area;
“Right”	any copyright extended or revived copyright, design right, registered design, patent, performance property

right, trade mark, database right or any similar right exercisable in any part of the world, including any application for registration of any patent, trade mark, registered design or any registerable rights in any part of the world

“Service Level Agreement”

- (a) where the Authority is TfL, the service level agreement at Appendix 3 to Schedule 3 or such other service level agreement agreed between the parties in accordance with clause 5.8; and
- (b) where the Authority is not TfL the service level agreement agreed between the Parties in accordance with clause 5.8;

“Service Provider Equipment”

the equipment and materials of whatsoever nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Authority under any Contract;

“Service Provider’s Manager”

the person who is identified as the Service Provider’s Manager in the Contract for the relevant Services;

“Service Provider’s Personnel”

all such personnel, including (without limitation) employees, officers, suppliers, sub-contractors and agents of the Service Provider as are engaged in the performance of any of the Services and including the Key Personnel;

“Services”

- (a) all or any part of the services to be provided to, or activities to be undertaken and completed for, the Authority by the Service Provider as set out in this Agreement or a Contract, including (without limitation) the services set out in Schedule 3 and the Service Level Agreement and any variations to such services and/or activities pursuant to Clause 33; and
- (b) any services, functions or

responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from this Agreement or a Contract;

“Specification”

the specification for the Services set out in Schedule 3, the Service Level Agreement and the Brief;

“Strategic Response”

the Service Provider’s full response to a Brief which is prepared jointly in full collaboration with the Creative Agency in accordance with this Agreement and which presents the strategy and media channels the Service Provider intends to use to provide the Services;

“Term”

the period during which this Agreement continues in force as set out in Schedule 1, and as may be extended in accordance with clause 4.2;

“TfL”

Transport for London, a statutory corporation established under the Greater London Authority Act 1999;

“TfL On-System and Contra Media”

advertising space and sites including on-system and contra media which are available for TfL’s use;

“TfL’s Advertising Policy”

the policy applicable to those who advertise or provide marketing communications on or in relation to the Authority’s transport network as amended and updated from time to time;

“TfL’s Clash Management Rules”

the rules on number of placements of advertising and other marketing communications per day/per week per media channel issued by TfL from time to time;

“Transparency Commitment”

means the Authority’s commitment to publish its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and the Authority’s own published transparency commitments; and

“VAT” means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature.

“Written Approval” means approval given by the Authority in accordance with clause 8A; and

“Year” means a continuous twelve month period starting on the Agreement Commencement Date and each anniversary thereof).

- 1.2 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;
- 1.3 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of this Agreement;
- 1.4 a reference to any document other than as specified in Clause 1.3 and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of this Agreement;
- 1.5 headings are included in the Agreement for ease of reference only and do not affect the interpretation or construction of the Agreement;
- 1.6 references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Agreement and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;
- 1.7 in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where:
 - 1.7.1 the conflicting part of the Schedule is explicitly expressed to take precedence; or
 - 1.7.2 the conflict is with a provision in Schedule 2 (Special Conditions of Agreement), in which case the provisions in Schedule 2 shall prevail; or
 - 1.7.3 the conflict is with a provision in Attachment 3 (Special Conditions of Call-Off), in which case the provisions in Attachment 3 shall prevail;

- 1.8 except as otherwise expressly provided in any Contract, and subject to Clause 1.7, if there is any inconsistency between any of these Clauses, the Schedules, any Contract or any other document referred to in or incorporated into this Agreement or any Contract, the order of priority for the purposes of construction is:
- 1.8.1 each Contract;
 - 1.8.2 these Clauses;
 - 1.8.3 the Schedules;
 - 1.8.4 any other document referred to in or incorporated by reference into this Agreement or any Contract;
- 1.9 the Schedules form part of the Agreement and will have the same force and effect as if expressly set out in the body of the Agreement;
- 1.10 the expression "person" means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and
- 1.11 the words "including", "includes" and "included" will be construed without limitation unless inconsistent with the context.

2 FRAMEWORK AGREEMENT

- 2.1 The purpose of this Agreement is to:
- 2.1.1 provide a mechanism whereby the Parties may enter into specific contracts for Services which have been defined as Contracts;
 - 2.1.2 provide the framework to administer each Contract; and
 - 2.1.3 set out the obligations of the Parties.
- 2.2 The Services that may be requested by the Authority and provided by the Service Provider are of the type described in Schedule 3 and the Service Level Agreement or as more particularly described in each Contract. The Authority's requirements may vary and this Agreement shall not place the Authority under any obligation to procure the Services from the Service Provider at a particular time or at all.
- 2.3 Clause 3 sets out the procedure by which the Parties may enter into a Contract. Each Contract shall be a binding agreement on the Parties and shall incorporate the terms and conditions of this Agreement.
- 2.4 Where a Contract is entered into between the Service Provider and:

2.4.1 the Contracting Authority, the special conditions applicable to the Contracting Authority set out in Schedule 2 Part B shall apply to this Agreement for the purposes of that Contract;

2.4.2 one of the Functional Bodies named in Schedule 2 Part B, the special conditions applicable to that Functional Body will apply to this Agreement for the purposes of that Contract; and

2.4.3 any Authority, the special conditions in Schedule 2 Part A will apply to this Agreement for the purposes of that Contract.

2.5 The Service Provider shall commence provision of the relevant Services in accordance with the Contract. The Service Provider must not commence any Services without an agreed Contract

2.6 All Charges in respect of a Contract shall be based on and shall not exceed the rates set out in Schedule 4 unless otherwise agreed in a Contract or approved in advance in writing by the Authority.

3 BRIEF PROCEDURE

3.1 At any time during the duration of this Agreement, the Authority may identify Services which at its sole discretion it wishes to let under the terms of this Agreement. A Contract may be formed either in accordance with the process in clause 3.2 or in accordance with the process in clause 3.2A.

3.2 The Authority will issue to the Service Provider a Brief, specifying the Services to be provided, in which event:

3.2.1 the Service Provider shall confirm receipt of such Brief within one (1) Business Day of receipt using a Contact Report containing the information required by Schedule 6 and the issue of such Contact Report shall constitute a Contract;

3.2.2 the Service Provider shall provide a response to the Brief in the form of a joint Strategic Response with the Creative Agency. The Service Provider shall so respond to the Authority by the date specified in the Brief or, if no such date is specified, within 10 Business Days of receiving the Brief.

3.2.3 after receipt of a joint Strategic Response, the Authority may notify the Service Provider that its Strategic Response is accepted following which the Service Provider shall issue a Contact Report within one (1) Business Day confirming the content of such Strategic Response and the Strategic Response shall form part of the Contract.

3.2A The Authority will forward to the Service Provider two copies of the Contract. the Service Provider shall sign both copies and return the same to the Authority within 10 Business Days of receipt. The Procurement Manager will