



Crown
Commercial
Service



Government
Communication
Service

Call-Off Contract
Letter of Appointment
Call-Off Schedules
Joint Schedules

V4.0 January 2023

CCS Campaign Solutions 2

Reference Number
RM6125

**Please read the RM6125 overview of terms and conditions (read first)
document first**

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Introduction to Terms and Conditions

The Terms and Condition of the Campaign Solutions 2 framework agreement are provided in two legally binding contracts:

- Framework Contract - this will be the overarching contract between CCS and the individual agencies successfully awarded a place on the Campaign Solutions 2 Framework Agreement.
- Call-Off Contract - this provides the terms and conditions of the contract for clients appointing an agency through the framework agreement.

Core Terms

These are the main legal terms which apply to both the Framework Contract and the Call-Off contract. The Core Terms govern the agency's relationship with CCS at framework level and with each client at call-off level.

The Core Terms are supplemented with a number of Schedules, comprising:

- Framework schedules
- Joint schedules (for framework and call-off)
- Call-off schedules

The Framework Contract

This comprises:

- The Specification which sets out the range of campaign services to be provided through the Framework Agreement (Framework Schedule 1)
- The process clients must follow to appoint an agency (Framework Schedule 7 - Call-Off Award Procedure)
- The tender and rates submitted by the Agency in this tender process
- The Core Terms and Joint Schedules of the contract which apply to both the Framework and the Call-Off Contract as above
- Specific Framework Schedules relating to the framework contract between CCS and the Agency

The Call-Off Contract

Please note the Call-Off Contract should be read in conjunction with the Framework Contract. It is governed by the Core Terms as above and comprises:

- Joint Schedules as in the Framework Contract
- The Letter of Appointment template which is used to form the contract between the Client and the Agency and incorporates Joint and Call-Off Schedules plus any special terms (Framework Schedule 6)
- Specific Call-Off Schedules relating to the contract between the Client and the Agency

The process

To appoint an agency through the framework, clients will follow the process outlined in the Schedule 7 of the Framework Contract.

The Client will then use the Letter of Appointment template and incorporate the Joint and Call-Off Schedules in Framework Schedule 6 to form the Call-Off contract with the Agency.

Clients will complete the Call-Off schedules to suit their individual brief and can omit Call-Off Schedules which are not relevant to the contract. The optional schedules are highlighted in yellow and can be amended by the client to suit the requirement.

There are optional Call-Off terms which will only apply to certain clients (MOD and HMRC) and clients subject to Scottish or Northern Ireland laws. These are available as separate documents and do not need to form part of the Call-Off Contract unless required, if they form part of the Call Off Contract they will be legally binding.

The contracts follow the Public Sector Contract which presents the terms and schedules in a modular format. We have brought elements together into single documents but have retained the numbering of the individual terms and schedules for wider consistency. This means the clause numbering is not consecutive.

Letter of Appointment Template and Call-Off Schedules (Framework Schedule 6)

Letter of Appointment

The Agency is one of a number of agencies appointed by the Crown Commercial Service (CCS) to the Framework Agreement and is therefore able to enter into this Call-Off Contract.

This Letter of Appointment is issued in accordance with the provisions of the Framework Contract Campaign Solutions between CCS and the Agency, dated 22 April 2023

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

Bespoke briefing templates for Lots 3 and 4 are available upon request from these agencies.

CALL-OFF LOT(S):

Order Number:	Bravo Ecm_66902
From:	Defra
To:	23Red Ltd.

Call-Off Start Date:	22 nd April 2023
Call-Off Expiry Date:	End date of Initial Period: 31st March 2024 End date of Maximum Extension Period: 31st March 2025 Minimum written notice to Agency in respect of extension: 2 weeks
Call-Off Initial Period:	22nd April 2023 – 31 st March 2024
Call-Off Optional Extension Period:	1 st April 2024 – 31 st March 2025
Extension Criteria	At the Buyer's sole discretion if the supplier has good credit report and can provide parent company guarantee when required.

Deliverables required:	Initial deliverables required are set out in Framework Schedule 1 of the Framework Agreement and the relevant Brief and are to be delivered in line with the accepted Proposal as detailed at Annex A of this Letter.
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	Subsequent calls for Deliverables shall be priced and agreed using the Statement of Works form as per Annex B of this Letter of Appointment. It is possible that the agency will be asked to work on other Defra Group Communications campaigns where required and budget is approved. Activity that the agency will be commissioned to do includes, but is not limited to creative strategy, creative development, partnership marketing, PR, media buying support and evaluation.
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Key Staff:	
Guarantor(s)	n/a for year 1; The Authority reserves the right to request this for year 2.

Call-Off Contract Charges (including any applicable discount(s), but excluding VAT):	See the Schedule for Charges
Liability	See Clause 11 of the Core Terms Estimated Year 1 Charges:
Additional Insurance Requirements	n/a
Client billing address for invoicing:	Defra UK Shared Service Connected PO Box 769 Newport, Gwent NP20 9BB

Special Terms	n/a
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PROGRESS REPORT FREQUENCY

Frequency of meetings and reporting will be agreed during onboarding processes with appointed agency.

PROGRESS MEETING FREQUENCY

Frequency of meetings and reporting will be agreed during onboarding processes with appointed agency.

KEY SUBCONTRACTOR(S)

Outsourcing includes:

SOCIAL VALUE COMMITMENT

The Agency agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Proposal)

SERVICE CREDIT CAP

- Not applicable

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where marked n/a means we are not using those schedules, the rest are applicable. If the documents conflict, the following order of precedence applies:

1. This Letter of Appointment including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6125
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6125
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - [Joint Schedule 6 (Key Subcontractors)]
 - [Joint Schedule 7 (Financial Difficulties)]
 - [Joint Schedule 8 (Guarantee)]
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) n/a
 - Call-Off Schedules for ECM66902
 - Call-Off Schedule 1 (Transparency Reports) n/a
 - Call-Off Schedule 2 (Staff Transfer) n/a
 - Call-Off Schedule 3 (Continuous Improvement)
 - [Call-Off Schedule 5 (Pricing Details)
 - [Call Off Schedule 6 (ICT Services) n/a]
 - [Call-Off Schedule 7 (Key Supplier Staff)]
 - [Call-Off Schedule 8 (Business Continuity and Disaster Recovery)]
 - [Call-Off Schedule 9 (Security) n/a]
 - [Call-Off Schedule 10 (Exit Management)]
 - [Call-Off Schedule 13 (Implementation Plan and Testing) n/a]
 - [Call-Off Schedule 14 (Service Levels) n/a]
 - [Call-Off Schedule 15 (Call-Off Contract Management)]
 - [Call-Off Schedule 16 (Benchmarking)]
 - [Call-Off Schedule 17 (MOD Terms) n/a]

- [Call-Off Schedule 18 (Background Checks)]
- [Call-Off Schedule 19 (Scottish Law) n/a]
- [Call-Off Schedule 20 (Call-Off Specification)]
- [Call-off Schedule 21 (Northern Ireland Law) n/a]
- [Call-Off Schedule 23 (HMRC) n/a]

4. CCS Core Terms

5. Joint Schedule 5 (Corporate Social Responsibility) RM6125

6. Call-Off Schedule 4 (Proposal) as long as any parts of the Call-Off Proposal that offer a better commercial position for the Client (as decided by the Client) take precedence over the documents above.

No other Agency terms are part of the Call-Off Contract. That includes any terms written on the back of, or added to this Order Form, or presented at the time of delivery. For the avoidance of doubt, the relationship between the Parties is non-exclusive. The Client is entitled to appoint any other agency to perform services and produce goods which are the same or similar to the Deliverables.

FORMATION OF CALL-OFF CONTRACT

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Agency agrees to enter into a Call-Off Contract with the Client to provide the Deliverables in accordance with the terms of this letter and the Call-Off Incorporated Terms.

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

For and on behalf of the Agency:		For and on behalf of the Client:	
Signature:	Bravo acceptance	Signature:	Bravo acceptance
Name:		Name:	
Role:		Role:	
Date:		Date:	

ANNEX A

Agency Proposal

APPROACH TO THIS BRIEF:

Objectives: With the number of rod licence holders in decline, this brief aims to maintain the existing base, and start to reverse the trend by identifying new sources of growth. Our SMART business objectives are to maintain the existing angling base, with a target to grow this by 2% annually, and drive more than £4million in revenue through marketing.

The primary communications objectives are focused on rod licences; that they're needed, how to buy one, the implications of fishing without one, and how the licence income is spent. The secondary objective is to drive future revenue by encouraging fishing and promoting the sport more generally – but other organisations lead this, and the licence should remain central to our messaging. However, although outtakes and outputs around rod licences are the key measures of success, we may find it necessary to highlight other aspects of fishing to generate the response required amongst our audience.

Short-term vs. long-term growth: Looking at our targets, the trends in angling participation, and how other sports market themselves offers insights into how to maximise revenue over time. Paid advertising focused on driving short-term revenue is unlikely to drive long-term growth (proven best by Binet and Field in *The Long and the Short Of It*), which suggests that long-term sustainability of licence funding won't be driven by the same comms that maximise revenue each year.

Facebook ads are excellent at converting existing demand, but less able to stimulate future growth. PR and partnerships are more able to do this, by communicating on a deeper, cultural level. For example, the recent Netflix documentary *Drive To Survive* led to a significant increase in viewing in the US: "53% of F1 fans said the series...played a role in their becoming a fan...Nearly 3 in 4 fans under the age of 45 (74%)". It did what traditional media and ads from broadcasters had failed to do for years and opened up a new audience by speaking about the sport in new way.

Similarly, Francis Bourgeois' viral enthusiasm for trainspotting led to a surge in interest for steam railway experiences, and his subsequent deals with unexpected cultural partners (Gucci and The North Face) brought cultural credibility to trainspotting, which lent them authenticity in return. Though on a very different scale, these examples show the power of communicating through culture. We recognise that the Licence to Chill campaign's role is not primarily to grow the sport (which is the task of industry partners). However, as the Environment Agency's long-term revenue is likely to decline further without a similar stimulus, it should be a long-term goal to enable and support similar efforts.

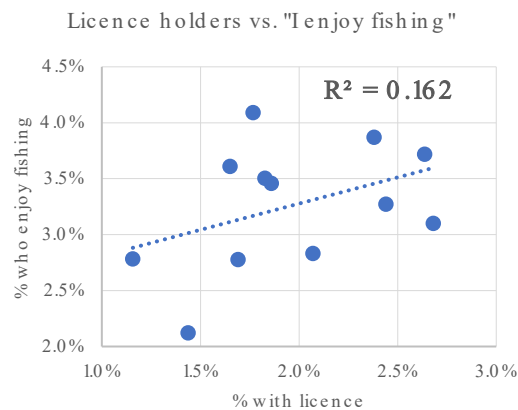
In the short-term, the key objective is to drive revenue, by focusing on existing and lapsed anglers who are most likely to buy a licence. With past and future changes to online advertising (including Apple's iOS 14.5 changes) making behaviour-based optimisation more difficult, advertisers are looking to first-party data to increase efficiency, especially for retention and re-recruitment campaigns. The Environment Agency is in a strong position to invest in its first-party data, and a governance framework for managing it, with a view to improving marketing performance. A campaign fuelled by customer data could mean: excluding those who already have a licence, reaching lapsed audiences more efficiently, and creating more accurate lookalikes to convert potential anglers. We would consider this a capital investment, with long-term, multi-year benefits, driving retention and re-recruitment more efficiently, and freeing up resources to focus on growth.

What drives our target behaviour: Understanding the nuances around our audiences is crucial. Angling's high barriers to entry (in terms of knowledge, opportunity and cost) mean that the key distinction is between people who have fished before and those that haven't. The COM-B model shows that those with experience of fishing have fewer barriers to purchase, so when aiming to drive revenue, current anglers are the priority, and lapsed anglers offer the best opportunity for growth. As noted above, paid media and response-driving formats in particular are best at converting demand, though unable to overcome lifestyle factors that limit people's opportunities to fish, captured in these charts:

Combining licence sales data Profiles data on the question 'Do fishing', shows a weak between enjoyment of fishing and licence, showing that motivation for people to buy a licence.

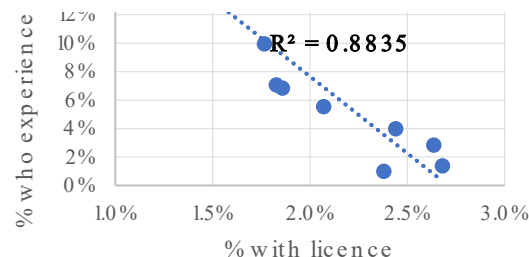
On the other hand, comparing data with the frequency of major shows a strong relationship. research suggested that life the way of angling: "I used to fish old school friend. But I went to life just got busy."

This data supports that quotation, opportunity to fish is a key driver of Since people fish when life allows, aimed at maximising revenue for those both able and motivated



with YouGov you enjoy relationship purchase of a is not enough

licence sales life events, Qualitative events get in a lot with an uni, ... and



showing that behaviour. marketing should aim to fish.

QUALIFICATIONS:

Suitability for this project: 23red is a purpose-driven agency that changes behaviour for the better. As the incumbent team for Defra, we already have a deep understanding of the task in hand and we are proud to have delivered multiple campaigns with Defra Group Communications and the Environment Agency, working together since 2017 across multi-service activity (campaign strategy, creative development, PR and partnerships marketing). 23red has a long-standing track record of delivering award-winning, end-to-end campaigns for government – on time and to budget – that can be traced back to having a strong client/agency relationship at its heart, and as your current integrated agency, we hope you feel that.

Aside from fishing we have worked on many other successful campaigns for Defra including a multi-award winning behaviour change campaign for **Petfished** that doubled awareness of deceitful sellers; regional awareness campaigns for **Clean Air Zones** targeting both consumers and fleet operators that led to a 46% increase in visits to gov.uk in Portsmouth; using trusted voices to engage new audiences including LGBTQ, ethnic minorities, disabled and young adults to both enjoy and respect the countryside through an influencer campaign for **Natural England**; and developing compelling creative campaigns for **Flood pilots in Grimsby and Erewash** and **Woodland Creation**.

Relevant experience: We have selected the following multi-service campaigns to demonstrate our suitability for this project. They show our ability as an agency to drive demonstrable behaviour change and positive ROI (even where budget is limited) through our understanding of audiences, culture and digital channels.

Case Study 1: Environment Agency – Fishing licence campaign

Since 2020, we have been working with the Environment Agency and Defra comms to develop the 'A licence to chill' brand and deliver five campaign bursts to date. Through our work, we have achieved 149 pieces of PR coverage, over 1.4 billion opportunities to see, worked with 4 influencers and 13 partners, delivered 59 pieces of partner activity and [REDACTED] impressions through paid

advertising and influencer content.

The brand identity 'A licence to chill' draws on the appeal of time spent in nature and its positive impact on mental wellbeing, but as a creative platform has evolved to work across all comms roles (attract, retain, recruit and re-recruit) and allow us to promote different benefits of fishing, how licence money is used to fund projects and help communities, and encourage participation in National Fishing Month.

Through PR and influencers, we capitalised on the post COVID-19 surge in 2020, showing the mental health benefits for various audiences including veterans; bereaved families; and women with inspirational stories including escaping domestic abuse and an exhausted ambulance driver. We have shown the multi-generational joy of fishing featuring Jodie Kidd with her son and mother; and encouraged people to take part in National Fishing Month, working with Jimmy Bullard to nudge people to get back into fishing and renew their licence. Most recently, we ran an influencer campaign with Channel Mums during the 2022 National Fishing Month to reach mums and the next generation of anglers, as well as selling in heart-warming stories throughout the summer on how fishing had helped people, and how you can get involved in events.

Our partnership activity has seen us work with partners within the fishing sector, and more recently outdoor activity/clothing brands. 60% of respondents in the 2022 customer survey said they recalled seeing information about buying a fishing licence on Go Outdoors website, which is due to an article on their website from 2021 and shows the results and longevity that partnership activity can provide.

Case Study 2: Defence Infrastructure Organisation (DIO), Respect the Range

In 2021 we created the Respect the Range campaign pilot for the DIO, to inform locals near two military ranges of the duality of usage of the land and the risks of straying into live firing ranges. This year the DIO expanded this campaign out to 4 new coastal military range locations.

Our strategy: Through extensive research, which we worked with third-party Opinion on, we identified two key audience groups to target where we could have the biggest impact:

1. Visitors: we identified a strong correlation between incursions at coastal locations and peak holiday season.
2. Locals: we wanted to remind of the ranges and empower to inform visiting holidaymakers.

We needed to get people visiting/already in the area around firing ranges, who don't know where the ranges are or the dangers of dual use of land/sea, to check firing times, stay out of the range when in use and avoid touching UXO, by snapping them out of 'holiday-head' mode and into alert mode.

Creative solution: The campaign was timed just before the summer holidays, when there were most likely to be tourists and locals exploring the beach locations. The campaign focused on two channels – a national PR stunt to kick off the campaign and reach holidaymakers before they arrived, and paid media to provide ongoing awareness of the risks. To maximise the budget, we needed to create a stunt in one location that would be eye-catching and newsworthy enough to generate national coverage, not just in local media. We wanted a visual that could communicate the duality of the message and convey the risk of beach turning into a battleground in just minutes. We selected the beautiful beach location of Lulworth Bay close to a military range and worked with 'Sand In Your Eye' to create a striking piece of anthropomorphic beach art in the form of a chinook helicopter, stretching more than 110m wide with a real family of holidaymakers with colourful beach paraphernalia part of the photo. We worked with PA media to capture timelapse footage and create a newsreel that appeared in multiple national outlets including both the Guardian's and BBC's picture of the day. Alongside this, a smaller sculpture was created alongside banners to engage and inform members of the public on the beach.

The paid media built on the previous creative style indicating how quickly a calm environment can turn into a dangerous one if you aren't aware of the military training times. The creative used the split image style adapted for the coastal environments.

Results: Evaluation showed PR and paid media both exceeded the KPIs. For PR 31 outlets were reached, including 6 nationals. Paid media saw 12m impressions across social media and display. Across all of the respondents we found (across residents and visitors the results were similar): those checking firing times increased by 5.5% to 65.5% and understanding that training estates are for dual use increased by 25% to 60.5%

Learnings that we can apply to this brief:



- A highly visual stunt is an excellent way to generate national news even if the stunt is only created in one location, but the visual needs to be instantly understandable with just a short caption accompaniment
- Preparation was crucial to ensure the stunt was a success, including timing, the photography capture to ensure the most atmospheric lighting, the best 3D effect and the use of timelapse to create compelling video content
- The PR and the paid were fully integrated with the supporting paid comms reinforcing the duality captured in the visual stunt

Case study 3: This Girl Can x Strava Partnership: 'Make Your Comeback'

This campaign reflects the fishing licence campaign objectives as, like fishing, regular physical activity improves women's physical and mental health. With 1 in 3 women taking a break from exercise, exacerbated by the pandemic, we needed to help them rediscover the joy of movement.

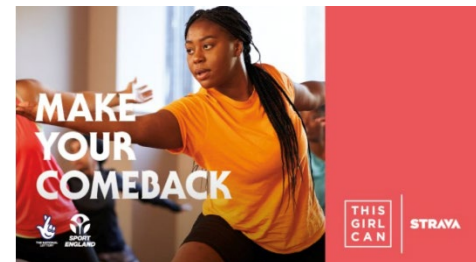
Our strategy: Research showed that for 43% of women feeling unfit held them back, and a supportive environment was crucial to getting active again. Therefore, our strategy was to motivate women and help them re-engage by dramatizing the return to exercise and supporting that journey. We focused on three key phases to achieve this – Normalise, Mobilise and Maintain.

- Normalise helped women see that taking a break from exercise wasn't uncommon. We challenged the notion that it was too late to start again and showed that comebacks could happen at any time.
- Mobilise gave women the key tools to get active - a supportive social community through the This Girl Can Club on Strava and an opportunity to set goals and form habits through the This Girl Can challenge (complete 4 hours of activity across 4 weeks).
- Maintain encouraged women to keep going, continuing to grow support and recognise one another's' achievements on the This Girl Can club.

Creative Solution: We created the 'Make Your Comeback' campaign, showing that no matter who you are and how long it's been, it's never too late to get active again – especially when you've got a community supporting you all the way.

We created a set of inspiring short films to let women know that they weren't alone in taking a break, and that other people just like them have gone through similar struggles. We documented the honest stories of three very different individuals, showcasing the highs and lows and how the support of their family and friends helped them to overcome challenges that were stopping them getting active.

We filmed each story in our contributors' homes and local areas to ensure authenticity and chose an upbeat, motivational track to bring them to life. Both the films and stills photography of our contributors were used across paid social ads, eCRM and in-app messaging to target lapsed female users of Strava and This Girl Can fans. They signposted to our brand new This Girl Can Club on Strava and the month-long Make Your Comeback Challenge. To further amplify the campaign, a toolkit of assets was shared with This Girl Can partners, enabling grassroots organisations that provide opportunities for women to get behind the campaign. We are well versed in working with third parties; on this campaign we seamlessly worked with Fat Rat production company, a regional media agency and a photographer.



Results: In just seven weeks, over 18,500 individuals joined the This Girl Can Club, sharing more than 30,000 supportive comments and kudos to inspire other women in the group and celebrate their achievements. Members logged 254,000 activities on Strava during the campaign period.

The Make Your Comeback Challenge went global with 155,000 people signing up and demonstrating the strength of the campaign. Of the 39,000 UK women who took part in the challenge (KPI – 30K), 34,000 completed it, a completion rate of 89%, showing the strategy helped to drive engagement across the 4-week period.

Attitudinal research: demonstrated the campaign had a significant impact:

- 4 out of 5 women think that it is ok to take breaks.
- 3 out of 4 women who took part in the campaign told us they were now doing more exercise than before the campaign – a significant increase on the control group, of whom only 34% were doing more exercise.

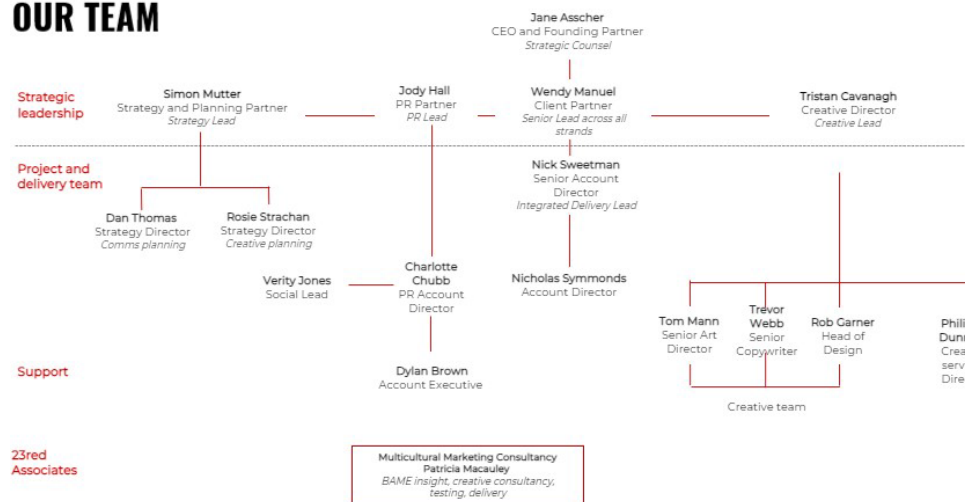
Learnings that we can apply to this brief

- We created and managed the social campaign for Strava to ensure we delivered ongoing content and community engagement that would encourage those signed up to share their journeys to motivate others – social could be an untapped area for fishing and the lapsed audience - particularly at key calendar moments such as National Fishing Month.
- The simplicity of the challenge we created meant an easy entry point for women and a greater chance of success.
- Ensuring the choice of partner is correct, sharing audiences and values.

Our proposed team:

The existing team will continue to deliver work for Defra across the campaigns, and as we match talent to task, we will involve additional experts where they may be required. For example, Verity Jones, our social lead; and Katy Davies, PR Account Director – currently on secondment to deliver the domestic burning campaign. We will also explore opportunities to involve experts from frog, following our acquisition, including customer UX, data and innovation. We believe that multi-cultural marketing is a key consideration and we will bring our experience to bear and where necessary involve our partners such as Multicultural Marketing Consultancy.

OUR TEAM



Jane Asscher, CEO & Founding Partner – Role & Responsibility: Jane will provide you with senior strategic counsel based on her 30 years of public sector experience and will be a trusted partner with whom you can confidently manage senior stakeholders and ministers. **Skills & Experience:** Jane is an integrated marketer and behaviour change expert having led the development of award-winning behaviour change campaigns including co-authoring the Change4Life marketing strategy and working as counsel on Defra campaigns since 2017.

Wendy Manuel, Client Partner – Role & Responsibility: Wendy is the Senior Responsible Officer, overall responsibility for the contract, quality of client relationship, strategy and delivery'. **Skills & Experience:** Oversaw the delivery of Covid marketing campaigns, and has over 15 years' experience reaching under-represented audiences on complex behaviour-change issues. Wendy has worked over numerous Defra campaigns including, Anti-littering, Clean Air Zones, Petfished and was the Client Partner on Fishing Licence campaign before her maternity leave.

Jody Hall, PR Partner – Role & Responsibility: Jody will lead the Social and PR activity and will provide oversight to ensure creative development is optimised for PR. **Skills and Experience:** Jody is an expert in behaviour change translating complicated policy messaging into consumer-friendly activations; and prompting reappraisal and participation for clients like Open University and Migrant Help. Jody has worked with Defra since she joined 23red, namely leading on the multi award-winning Petfished campaign and Fishing Licence campaign.

Nick Sweetman, Senior Account Director – Role & Responsibility: Nick will be the agency's first point-of-contact and responsible for management of the overall contract ensuring every single project is delivered on budget and on time. **Skills & Experience:** Nick has over 15 years' experience of delivering integrated campaigns across multiple sectors. Campaigns he has worked on include the Covid-19 marketing response, UK Brexit Transition. He has worked on the Defra account since 2020, which includes fishing licence, flood pilots and bird flu campaigns.

Dan Thomas, Strategy Director – Role & Responsibility: Dan will take ownership of strategy & insight, translating insight & behavioural science into campaign strategies, with support from Simon Mutter on larger briefs. **Skills & Experience:** Dan has relevant experience in campaign, data and media strategy and evaluation of campaigns. He's designed campaigns that aim to improve mental health, coastal safety, inspire regular exercise and tackled cancer misinformation with a data-driven creative approaches.

Tom Mann and Trevor Webb, Senior Creative Team will continue to lead on the creative development of the Fishing Licence campaign. With combined 20 years of experience, Tom and Trevor will be involved in all Defra projects from conception to delivery, creating and delivering truly integrated campaigns.

Our approach to project management: We believe we have created good ways of working with the Defra team on the fishing campaign and would continue in a similar approach, whilst always looking for ways to further improve. At the beginning of the contract being awarded, we would begin with a kick-off meeting to agree campaign objectives, strategic approach, KPIs, roles and responsibilities including approvals and identify any additional briefing and on-boarding requirements for the new contract. We then prepare a detailed scope of work including deliverables, timing plan and budget. Our approach to progress tracking includes full job documentation covering creative, media and research briefs, strategies and proposals, creative concepts and production, meeting agendas and reports, status reports (including RAG reporting to identify any potential problem areas), timing plans, risk management matrices, cost estimates, invoicing, and the provision of monthly management information. It also includes regular meetings and updates such as weekly status meetings, monthly check-ins between our CEO Jane Asscher and the Defra Head of Campaigns, quarterly performance reviews and annual contract reviews (to include social value reporting). At the end of each campaign, we prepare a full evaluation in line with the GCS evaluation framework, as well as a project wrap report. The agency has a robust quality management programme covering all agency processes to ensure the campaign outputs delivered are consistently high quality, and any risks to quality delivery (such as changing timelines) are identified, assessed, monitored, and controlled with appropriate contingency plans. We agree account management performance standards and KPIs as part of each call off contract and they are enshrined in our existing SLA. Typically, these cover quality, creative, service, and financial and include the management of subcontractors. We also conduct client satisfaction surveys which include supplier management. We have a simple and clear process for managing any issues. For each project we put together a RACI to ensure everyone is clear on their role and responsibilities and the triggers that might require them to escalate any issues to the board level account lead. If any issues cannot be resolved promptly by them, they should be escalated to CEO, Jane Asscher. 23red holds ISO 9001 Certification, validation of the strength of our customer focussed processes and quality management.

Our approach for each audience: Current anglers – retain: At the end of 2021 there were 869k licence holders. This group represent the priority for future revenue, because they are likely to have high levels of motivation and ability. The task is to drive retention by reminding them of the need to renew at the right moment, and validating their purchase in two ways: firstly by showing the positive impact of licence funding on the natural world and the sport. Secondly, by emphasising enforcement, so they feel the payment is necessary as well morally worthwhile.

Lapsed anglers – re-recruit: Analysis of sales data and churn rates suggests in 2022 there were 1.3m people who had held a rod licence since 2017, but who didn't currently have one. However YouGov data suggests there are up to 5 million lapsed anglers. The reality is likely somewhere closer to YouGov, given many will have lapsed pre-2017. This audience represent the best opportunity for growth, and the task is to re-recruit them by focusing on the emotional benefits of fishing: being close to nature, spending quality time with others, and mentally unwinding.

Potential anglers – attract: Potential anglers can be split into two broad groups: warm audiences considering taking it up vs. cold audiences who aren't considering it, but could conceivably be convinced. Think of this cold audience as the new F1 fans converted by Drive To Survive.

Warm: Analysis of YouGov data suggests that there are 1.3m people thinking of taking up angling as a hobby. Without the equipment, skills, kit, knowledge, confidence or social nudges to fish, they are less likely to purchase a licence and should be de-prioritised for paid media in the short-term. The task for communications is to drive them to trial, and explain the role of the licence, as YouGov data

shows awareness is lower than amongst current and lapsed anglers. Cold: though again not a priority for revenue-driving activity, this broader audience will drive growth in future in the right circumstances. Women and people from ethnic minorities report feeling unwelcome in the angling community, so reaching this audience is as much about reassurance and belonging as selling the benefits of fishing. Overcoming cultural barriers (much like the Flock Together movement has done for bird-watching) would widen the pool of potential licence holders.

Evaders: Research is clear that evaders need messaging around enforcement, that doesn't sit naturally with messaging needed to reach other groups. Your brief talks about testing point-of-sale messaging, which we will support through partnerships where relevant, and for which we will develop assets based on our creative development.

Phasing and organising our plan: While the overall focus is on our priority audiences of current and lapsed anglers, the unique requirements of each audience are suited to specific types of communications.

Paid media should focus on lapsed anglers, though without exclusion lists will convert some current anglers too. To generate maximum revenue that can be used most effectively, the main burst of paid media should run in spring 2024. PR will focus on lapsed audiences, with useful overheard amongst potential anglers. As well as supporting the paid media bursts, PR can be used tactically over the summer of 2023, to make use of specific opportunities. Industry partnerships will be designed to reach current licence holders, evaders and potential warm audiences, running as always-on as possible to keep the licence top of mind. Owned channels will reach current and lapsed audiences at key points throughout the year (e.g. spring, bank holidays), reminding them of the need to renew, and varying the messaging where appropriate according to each audience's need.

Developing the Licence to Chill brand: As lapsed anglers represent the largest source of growth, the Licence To Chill brand should be developed with them in mind primarily, but be able to flex where needed for other audiences as outlined in the brief, especially current anglers.

Research shows that lapsed anglers didn't fall out of love with fishing, but life simply got in the way: "I used to fish a lot with an old school friend. But I went to uni, we drifted apart and life just got busy" (Blue Marble). It's easy to see why younger anglers in particular have a high churn rate: in any given year 19% of anglers under 45 change job, 10% start their first job, 11% move house and 6% even move abroad. In many cases, angling competes with life. YouGov data also shows angling also competes with walking: lapsed anglers are more likely to walk (75%) than regular anglers (55%). A free and flexible alternative, walking has many of the same benefits as angling and is more sociable, in terms of who can come along.

Though our primary "outtakes" relate to the licence, lapsed audiences' knowledge is high, with the exception of knowing where the licence fee is invested – though there's no evidence this attracts people back to the sport alone. Instead, we need to trigger an emotional response in our comms. Our task, is to help lapsed audiences feel the lure of the water again – and get back out there as soon as they can. This emotional response is most likely to be triggered by three things:

1. People – memories of time spent with friends and family. An [article](#) into why people fish found: "the reasons for fishing start to reveal themselves...It's social. Of course, it's social. I walk past bays fraught with mates, they're shouting to other bays ten steps either side of them."
2. Nature – being around natural beauty. "Fishing is about slowing down and appreciating nature" (Blue Marble)
3. Peace – the chance to unwind and mental health benefits: "It's a release from the humdrum"

Big catches and the technical skills are nice to have, but aren't things shared by all anglers. Instead, and especially when compared to walking, angling's appeal is of greater immersion: a deeper relaxation and connection to nature, more meaningful memories. As one angler put it: "fishing is a connection to the dormant, instinctive part of the brain... Something visceral, and yet entirely relaxing".

The Licence to Chill identity captures this, and the Don't Let It Get Away campaign incorporated other benefits. For the next campaign, we're looking for an idea that captures the triple benefits of lifting one's mood, being in a beautiful physical location, and the atmosphere created by being with friends

and family. **Our new ideas help lapsed anglers feel the lure of the water, and shows how a licence lets them step back into a happy place.**
Creative development of the Licence to Chill identity

Below are three potential creative territories that we will explore and test.



escape fishing is. Whether it's a break from the with fishing buddies or fresh air and the great out-ewing your licence is the key that allows you to

scenes, lakes, ponds, canals all with large torn ryday environments, a building site, an office, a An angler with the help of a licence, simply steps ear they have broken through, made their es-fishing.

s fishing. Those days away from work and re-sponsibilities - where it's just them and perhaps a mate whiling away a day in the rain or sun-shine with the simple pleasure of catching something. Bliss.

We bring to life those thoughts back by having the fishing world coming into their everyday, even at the most mundane moments. A mug of tea, *with a little imagination* becomes the mirror surface of a tranquil lake, a washing up bowl of water becomes canal setting, and a puddle in the high street a picturesque pond. In fact, any body of water - however small and inconse-quential takes them back.



Working with the artist, Slinkachu - who creates beauti-ful miniature scenes using tiny figures, we add models of people fishing into these scenes. Here, a man holds a mug with a couple of tiny figures happily fishing on the edge, a house plant behind, now becoming a tree. To-gether, a charming fishing scene is created, and their thoughts of fishing are brought to life.

Get back to your happy place

There's loads more to fishing than landing a fish. Relaxing in a great fishing location is part of the appeal, but it's also about the social nature of it – the chat, especially about the football or the fish that got away on the last trip, a warming mug of tea on a cold morning with a bacon sandwich when you're setting up, or the fun of sharing silly stuff from your socials as you wait for a bite. Whether fishing alone or with a buddy, fishing is packed full of happy!

Fishing is physically a happy place and an emotional happy place where there is peace, relaxation, and fun too.

We bring all these benefits to life in a joyful collage showing all these elements next to friends enjoying their fishing. Renew your licence and you can easily get back to your happy place fishing.

How PR can be used to promote the importance of fishing licences and how licence income is used

What we've learned: We have been incredibly inspired by the passion that anglers have for the sport and their desire to share that joy others, whether they be lapsed anglers or newcomers. We have seen a vast array of reasons for entering the sport: to recapture the nostalgia of fishing as kids and family memories; to escape frantic high pressure jobs; to seek mental calm from traumatic life experiences; and to bond with friends and family. The mental health benefits of me-time and the relaxing impact of being in nature are common amongst everyone we have met (not to mention the enduring thrill of a catch), and this has also captured the imagination of the media when covering fishing over the last couple of years. No doubt it's the same benefits that has caused a host of celebrities to share their love of fishing, and helped the sport become a more modern pastime, weaving its way into popular culture in a way that it perhaps wasn't pre-lockdown.

What we will do in 2023/24: We have had success with two different routes to generating PR and we recommend that we continue with both of these into the new year – a mix of campaign spikes featuring well-known faces and ongoing press office featuring real-life case studies. In previous responses we felt that the attract job was an easier win for PR as focusing on new, surprising audiences such as women and ethnic minorities challenged the stereotype of who fishes, and provided media-worthy content. Our film with Jimmy Bullard proved that we can also do a retention job, but we do need talent or another interesting asset to add the news hook. By bringing the football element into our content, we were able to broaden the appeal outside of existing anglers and attract a new audience, so we feel this approach allows PR to tackle all audiences. It is easier to weave rod licence messaging into filmed, scripted content than press office activity. We have in the past expressed our interest in exploring a piece of content or feature angle to really hone in on where the licence money goes but we know it is hard to find the right case studies. We would be keen to explore this further next year, perhaps spearheaded by a fishing influencer.

We also had great success with our Summer of Fishing press office activity, finding interesting case studies of local fishing groups with interesting stories to tell. This campaign was agreed at short-notice so this year we would like to start early – reaching out to fisheries and local groups to build up a bank of potential case studies and stories over time. We know how important stakeholders can be to facilitate this too. We know the Angling Trust have some fantastic new initiatives such as the new Natural England wellbeing fishing courses, and Tackling Minds have some fantastic case studies they have offered us for future media work. These organisations struggle for resource and welcome our support in telling their success stories more widely to drive participation. By starting early, we can plan a really robust summer campaign that is editorially led at minimal cost in order to deliver publicity but maximise the budget available for Spring 2024.

Spring 2024: We see Spring 2024 as a key campaign spike and would develop a PR moment to launch the new fishing season based on the chosen creative proposition. All the creative routes shared above have great potential for PR. The filters we need to apply to any ideas are:

- Highly visual to allow us to target either photo or video based news outlets, if static visuals (e.g. a stunt) – needs to be instantly understood with just a short caption
- Rooted in popular culture – something relevant and topical whether that be talent or cultural reference point e.g. our Jimmy Bullard content was designed to tap into the World Cup news agenda
- Ideally for this year with a retention audience in mind, have the potential for a social element – a conversation starter that would encourage other anglers to share or comment

Thought starters include:

'Get Back to Your Happy Place': this creative evokes a nostalgic feel, so let's reunite two celebrities who used to appear together on screen and memorable to our target audience (at least one must be an angler) on a day's trip fishing, where they can reminisce about their history and put the world to rights.

'Thinking About Fishing Again': this lends itself to a really visual stunt where we recreate the Slinkachu stunts in real urban venues, perhaps one in London and one in Manchester. Slinkachu does have strong media appeal in the likes of the Guardian and the Times so if we can find an interesting and surprising location to create our tiny masterpiece it could be a really successful media placement (see the DIO case study above). Best of all as a tiny installation we don't have the same concerns over waste

afterwards. We also think this same idea could work for the 'Make Your Escape' creative reminding people in urban settings of just what they are missing on the riverbank.

This year we would also like to explore a PR led partnership with a brand that is perhaps more surprising and likely to garner media coverage in a similar vein to the trainspotting/fashion collaboration above. This would still need to be rooted in evidence so we would aim to find a brand that anglers naturally love and plays a part of their fishing ritual, this could be anything from fashion to food & drink,

Using partnerships to keep fishing licence top of mind and encourage potential warm anglers to give it fishing a go

What we've learned: The original partnership strategy in 2020 and outreach in 2021 focused on fishing retailers and those that could push licence messages at point of sale. We succeeded in securing seven commercials, such as Angling Direct, Korum, Korda, Go Outdoors and Decathlon and was boosted by the huge spike in fishing post lockdown in 2021. The activity with these partners has provided us with two lessons:

1. Effective messaging around the licence – why you need one, the benefits to anglers and how licence money is used – positioned in prominent positions on retailer's sites will provide good and long-lasting results in terms of raising awareness of the licence. The best example of this is the [blog on the Go Outdoors website](#), which is featured on the home page of their fishing section. This provided close to 500 views in the first two weeks it was live in 2021 and is still on their website today. In the recent 2022 rod licence customer survey, 60% of respondents said they recalled seeing information about buying a fishing licence from Go Outdoors.
2. Regular requests of partners during each campaign burst during 2021 and Spring 2022 led to partner fatigue and many original partners choosing not to use the new campaign creative available. During National Fishing Month, there can also be overlap with the relationships that Angling Trust and ATA have and organisations we have on our partner list.

In the summer of 2022, we shifted focus towards more towards tourism organisations that had fishing facilities, and outdoor activity sites. This led to new partnerships with five organisations including Ordnance Survey, Regatta, Willerby, Visit England and the Local Government Association (LGA). We also for the first time created longer form content for the partners aimed at beginners getting into fishing during the summer months and driving people to Get Fishing events. Viewing figures in the first couple of months varied across partners with the content on [Ordnance Survey's GetOutside website](#) being most popular, but as with Go Outdoors this content will continue to be seen, encouraging people to give fishing a go and raise awareness of the licence.

What we will do in 2023/24:

Getting new and up-to-date licence messaging in prominent positions in partner channels:

Taking Go Outdoors as the best example, look to revisit working with fishing retailers and build strategic relationships between them and the Environment Agency. Rather than going with several asks during the year, focus on getting great content on fishing licences in a prominent position on their website and in-store. We can use the recent shift to digital licences and the fact licences will not be available through Post Offices to update content on the licence across the board. This would include:

- Existing partners such as Go Outdoors, Korda, Korum and Regatta. Agreeing roles and responsibilities between Environment Agency, Angling Trust and 23red in managing partners.
- New partners: mapping and identifying partners such as Argos and Amazon that sell fishing equipment, as well as fishing specific retailers that Angling Trust hold relationships with. Local authorities also promote the need for a licence, so work with Local Government Association to cascade new licence messaging out.
- Stakeholder sites: the quality of messaging on fishing licences and how recently it has been updated various across stakeholder websites such as Angling Trust, Canal and River Trust and Angling Trade Association. We will also share latest messaging with them to update their websites.

We can also explore whether there is budget available to create a seed fund that is used with partners with largest reach in order to secure point-of-sale messaging to help balance out the value exchange between Environment Agency and partners.

Encourage lapsed or potential warm anglers to go fishing: Build on our initial work with Ordnance Survey and other agreed partners to promote existing content we have shared with them at key points

of the fishing season e.g Spring and summer holidays. New content ideas include looking at ways of overcoming barriers such as time and money and including personal stories within the content to help inspire people. A key audience of Ordnance Survey is walkers, and we can aim to convert some of them to fishing. Ordnance Survey is also looking at developing their products to allow people to explore blue spaces (currently they do this with green spaces and their map functionality). They are piloting it with paddle boarding, but if successful it could provide a strategic partner opportunity in the future to help find fishing spots and attract new anglers that use their products for other hobbies at the moment. We can also revisit the partner mapping and identification of tourism organisations. Many campaign sites and holiday resorts in England have fishing facilities and with more time to approach them we can look to inspire lapsed, infrequent anglers to go fishing during their holiday and get a licence. Outreach happened at quite short notice during summer 2022, so with a greater lead time there may be more opportunities with tourism organisations.

SOCIAL VALUE: Our staff are passionate about how we as an agency can contribute to creating a fairer, more just and sustainable society. Together, we strive to do better through a range of measurable initiatives and standards embedded into our ways of working and designed to create long-lasting impact and value. And that's why we publish the latest progress on key topics such as our Charity and Community work, our Sustainability and Environment actions, our Health and Wellbeing initiatives, our Diversity, Equity and Inclusion training and our Supply Chain Governance on our website for communities, partners and clients to see <https://www.23red.com/social-impact>. As a result, in our 2021 financial year we delivered social value equivalent to 1.0% of agency fees, a number we were rightly proud of. But we knew we could do better through considered planning across our Social Impact Pillars and we set an objective to deliver 1.6% of agency fees in social value in our 2022 financial year. And we are thrilled to report **we delivered 2.0% of social value** instead. We have provided detailed progress against the Equal Opportunities pillar, and a brief update on Fighting Climate Change.

Equal Opportunities: 23red has an inclusive approach to all aspects of employment. Our DE&I committee are responsible for setting our agency DE&I strategy, and design and implement our programme including reviewing and influencing how we recruit new member of staff. As a result of their work, we have a clear understanding of barriers to accessing the industry and in-work progression for people from underrepresented groups and **we support industry initiatives such as #AdLand Commits to address systemic inequality**. We regularly benchmark progress against targets set by the IPA. We are signatories to the 'All In' campaign supported by the AA, ISBA and IPA to build inclusion in UK advertising and have used All In Census results to set DE&I targets for 2021/22. **We periodically survey our staff** to monitor our progress against these targets and we regularly benchmark progress against targets set by the IPA.

In order to ensure we approach D,E&I objectively, we have partnered with D&I specialists The Hobbs Consultancy, and in the last year they did a full D&I audit and held focus group discussions across the agency to ascertain that there were no inequities in our processes and policies and that we were being fully inclusive in our ways of working. We have utilised the results of this audit to **input into our D,E&I strategy to further develop some policy areas to not only better meet the needs of our staff but also to promote our inclusive stance**. For instance, we have upweighted our maternity leave policy to give our staff more generous leave including a gender-neutral shared parental leave policy. And this year we have introduced paid time off for pregnancy loss and assisted conception.

When it comes to our recruitment process, **we promote all vacancies externally via Creative Access** which attracts candidates from underrepresented groups. And with **external recruiters, we require them to work to our code of conduct** such as removing all personal details from CVs and ensuring that we see a diverse candidate list. **All our vacancies are also advertised internally** as well as externally, and internal candidates are automatically offered the opportunity for an interview should they apply for a vacancy. **Our job vacancy briefs and role descriptions have been reviewed** to eliminate jargon and gendered language, and we make it clear that we welcome applications from people with a disability or long-term health condition. We also highlight inclusive benefits, state our Diversity and Inclusion principles and display our disability-confident badge on our website. We ask all candidates as a matter of course whether they have any access requirements, and we state clearly that **adjustments are available for the application process**,

the interview and in the role if successfully appointed. We have further reduced entry barriers by **removing the requirement for a degree, and we offer 90% of our roles with a part-time option.** In terms of physical working environment, **our premises are fully accessible to people with disabilities.** We also now operate a **flexible, hybrid model of working, open to all from the point of joining,** and **consider fully remote working for those with disabilities** to enable us to widen access. Ensuring we are fair and inclusive is a key consideration that informs our interview process. We seek to deliver as objective a process as possible through use of tools such as **blind screening, diverse panel interviews, pre-set questions based and scoring cards.** We also ask all candidates to complete a **skills-based assessment,** based on typical work they would be carrying out in the role.

We are a huge supporter of Apprenticeships having successfully employed several apprentices in the past. Our current Apprentice joined us via the PRCA scheme during 2021 on an 18-month training contract involving 1 day per week of study. We are pleased to say this Apprentice has moved onto a permanent employee contract and has subsequently been promoted.

In terms of people development, we support the progression of ethnic minority staff into leadership roles via mentoring with Creative Equals Accelerate programme and have run client projects with Joined Up Thinking to nurture underrepresented talent. **We also support organisations who open the advertising industry up to school leavers such as Advertising Unlocked, Career Ready, and the Taylor Bennett Foundation.** At a recent event in conjunction with the Taylor Bennett Foundation, we hosted the agency to learn more about the PR industry, with including one attendee saying: "I just wanted to say thank the session last Tuesday...the session was really interesting thought the passion you and your team had for your clients through. Especially your work with the government and



8 young people at fantastic feedback you so much for and engaging. I really came NHSBT."

Fighting Climate Change: At 23red we consciously seek to impact on the environment from how we work to where we 23green team are instrumental in helping us to do this. **To helps us measure our carbon footprint for the first time, our 23green team introduced Spherics, a platform that will enable us to work out our baseline carbon output.** And Spherics will work with us to implement initiatives to help us to reduce our output. Already identified initiatives include switching our employer default pension fund to be a sustainable fund and the introduction of a second-hand bicycle scheme alongside the existing Cycle to Work scheme. 23green team also run a series of sustainable engagement workshops, for example we held a workshop for making sustainable Christmas decorations as well as hosting a clothes swap in the office to reduce people buying new clothes.

minimise our work and our

We are part of the industry's drive to become Ad Net Zero by 2030 and are AdGreen trained to utilise their Carbon Calculator to monitor our Carbon Footprint on productions. We are currently trialing green initiatives on selected production shoots to ensure we are adapting our processes and ways of working with our production partners and our clients. This covers a broad range of considerations such as location and transport considerations, buying clothes required for shoots second hand and donating on, using locally produced vegetarian catering or where not suitable, supporting caterers who also run a soup kitchen, to considering how we can think differently with props (two weeks ago we ordered stale bread supplies from a local bakery to prevent more wastel). We would be happy to provide more detail on all pillars if requested.

Annex B

Statement of Work

This Statement of Work is issued under and in accordance with the Call-Off Contract entered into between the parties dated [insert date of signature of Call-Off Contract.]

Any schedule attached to this Statement of Work will describe in detail the different types of Services to be provided under that Statement of Work. A schedule attached to this Statement of Work only applies to the relevant project to be delivered under that Statement of Work, and not to any other Statement of Work, or to the provision of the Services as a whole.

i) Where a Statement of Work would result in:

- a variation of the Services procured under this Call-Off Contract;
- an increase in the Charges agreed under this Call-Off Contract; or
- a change in the economic balance between the Parties to the detriment of the Client that is not provided for in this Call-Off Contract, the relevant term(s) will be dealt with as a proposed Variation to this Call-Off Contract in accordance with the Variation procedure set out in Clause 24.

Project:

Defra Group Communications delivers the fishing licence marketing campaign on behalf of the Environment Agency. The campaign's overall objective is to maximise fishing licence income by encouraging more people to go fishing and ensure that anyone who goes, or is considering going, fishing in England understands and abides by the legal requirement to have a fishing licence.

Project start Date

22nd April 2023. 1 year initial term (to 31st March 2024) with potential for 1 year extension (to 31st March 2025).

Notice period for cancellation

Commercial to advise on notice period for cancellation

[Project Notice Period]:

Overarching Brand/Campaign

Environment Agency
HMG

Deliverables

While this brief focuses primarily on the fishing licence marketing campaign, it is possible that the agency will be asked to work on other Defra Group Communications campaigns where required and budget is approved.

Activity that the successful agency will be commissioned to do includes (but is not limited to):

Creative strategy

- Recommendations on creative strategy development, particularly around how we continue to develop the new 'A licence to Chill' brand across key audience groups.

Creative development

- Creating an agreed list of impactful campaign materials and assets within current campaign identity (see campaign page [here](#)) to be used across owned, paid-for and partner channels, both digital and offline, for a range of audiences;
- Identifying and sourcing (through photo libraries and/or agreed photo shoots) additional images and video footage where required;
- Developing new campaign materials and key messages to target new audience groups as identified by Defra Group Communications Campaign team;
- Develop creative materials that reflect the current economic climate and are sensitive to the fact that times are financially challenging for many;
- Consider how digital campaign materials could be adapted for physical use e.g. printed or larger scale assets for fisheries partners to use on-site to reach anglers on the ground;
- Review existing customer retention tactics and make recommendations on how these could be improved, including making content more impactful and more timely;
- Look at how we can maintain interest during the winter months to keep customers engaged all year.

Partnership marketing

- Managing established national partner relationships to support the campaign, including co-creation, amplification and in-kind support. And agree a clear timeline of partner activity as part of the 2023/24 campaign;
- Leading on the engagement, recruitment and management of any new national strategic partners identified in partnership with the Defra Group Communications Campaign team.

PR

- Identifying consumer media opportunities at key seasonal moments to showcase the importance of having a fishing rod licence and the way that income from licence sales is spent on projects that benefit angling and the environment;
- Creating unique, creative content to secure coverage that will reach agreed target audience groups;
- Selling-in stories across consumer media titles, both on and offline throughout the fishing season;
- Identifying potential influencer support to reach target groups, and establish and manage relationships with influencer agents on our behalf;
- Working with us and our National Angling Strategy partners (in particular, the Angling Trust) to recruit relevant case studies and spokespeople; and
- Media monitoring and reporting.

Media buying

- Seamless working with the client's media buyer to deliver assets in the correct format to required deadlines

Evaluation

- Evaluation in accordance with the HMG evaluation Framework

Other work as required:

- Subject to the success of the above and/or the acquisition of budget, we may look to extend the scope to incorporate the delivery of activity on other Defra Group Communications campaigns.
- At the point of appointment, we are unable to commit to this additional budget, but will provide full briefs to the appointed agency, allowing a reasonable period of time for them to provide a response and quote for our consideration.

**Inclusion of
Additional
Schedules**

NB: Client's use of the Deliverables will be "subject to any third-party usage rights which are notified to the Client in accordance with this Call-Off Contract.

The following Schedules are incorporated into this Statement of Work

Schedule Name	Incorporated (Mark with 'X' if incorporated)
Creative Advertising Services (online and/or offline)	
Social Media Services	
Public Relations	
Simple Software/website/app development	
Below the line/experiential	

Project Plan:

Project plans will be developed in partnership between Client and Agency once the contract period begins and will be reviewed during regular meetings.

**Contract
Charges:**

DELIVERING VALUE FOR MONEY

As the incumbent agency, we have built up knowledge and subject matter expertise on Defra since 2017 and fishing since 2020 and that allows us to hit the ground running once again and deliver value for money. We have looked for areas to provide added value, which have included sessions such as a partnerships lunch and learn in the past, and also the up-and-coming workshop with frog, which will focus on applying innovation in data and tech. We will continue to explore options to add value across our different disciplines.

Below, we have provided a breakdown of costs that show the splits between creative, partnerships and PR, estimated third party supplier costs and cost per staff member.

Summary of costs:



Deliverables:


Partnerships

- Ongoing management of existing partners, plus up to 2 new partners (including activation and evaluation)
- Writing 3 x content piece for partner websites

PR

- Spring 2024 campaign PR spike
- Summer 2023 press office activity

	<ul style="list-style-type: none"> General press office expenses throughout year: media materials, media monitoring, evaluation <p>Strategy</p> <ul style="list-style-type: none"> Consultation on media strategy and comms planning to refine approach to primary audience <p>Main campaign creative Assuming two rounds of amends - for the purposes of this budget we have assumed the set of deliverables below.</p> <p>For Spring 2024 campaign</p> <ul style="list-style-type: none"> Development of chosen creative route 1 x photography shoot 3 x executions of chosen creative route - covering key audience groups Assets for paid social: animated and social statics (1x1, 16x9 and 9x16) Owned and Partner assets: A4 and A3 posters, digital screens, email signatures and static web banners (MPU, leaderboard and skyscraper) <p>Evader audience:</p> <ul style="list-style-type: none"> Graphic or typographical solution for licence messaging in fisheries and angling clubs (printing and distribution not included) Sizes TBC, but likely A0, A3, A4 posters <p>Retention:</p> <ul style="list-style-type: none"> Support in the strategy for retention moving forward and writing of existing retention comms channels. <p>Usage - 2 years - paid, owned, PR and partner channels - England only.</p>
Client Assets:	Assets to be determined once contract period begins and scope of work is agreed.
International locations:	N/A
Client Affiliates:	<div style="background-color: black; width: 100px; height: 20px;"></div>
Special Terms:	Set out any special terms that are intended to take precedence over the Call-Off Terms and/or the Schedules to the Call-Off Terms such as, security requirements, warranties, specific insurance requirements, any specific data reporting requirements etc.

Key Individuals:	Set out details of the key personnel from the Agency for this Project if relevant.
Authorised Agency Approver:	Set out details of the person(s) who have the authority to agree day to day decisions on behalf of Agency for this project.
Authorised Client Approver:	

Signed by: Bravo Acceptance

by (print name): as on Bravo

As Agency Authorised Approver for and on behalf of
[Agency]

Date: as on Bravo

Signed by: Bravo acceptance

by (print name): as on Bravo

As Client Authorised Approver for and on behalf of
[Client]

Date as on Bravo

Call-Off Schedule 1 (Transparency Reports)

- 1.1 The Agency recognises that the Client is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Agency shall comply with the provisions of this Schedule in order to assist the Client with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Agency's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Agency shall submit to the Client for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Client rejects any proposed Transparency Report submitted by the Agency, the Agency shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Client. If the Parties fail to agree on a draft Transparency Report the Client shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Agency shall provide accurate and up-to-date versions of each Transparency Report to the Client at the frequency referred to in the Annex of this Schedule.

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
[Performance]	[]	[]	[]
[Order Contract Charges]	[]	[]	[]
[Key Subcontractors]	[]	[]	[]
[Technical]	[]	[]	[]
[Performance management]	[]	[]	[]

Call-Off Schedule 2 (Staff Transfer) not applicable

Clients will need to ensure that appropriate provisions are included to deal with staff transfer on both entry and exit, and, irrespective of whether TUPE does apply on entry if there are employees eligible for New Fair Deal pension protection then the appropriate pensions provisions will also need to be selected.

If there is a staff transfer from the Client on entry (1st generation) then Part A shall apply.

If there is a staff transfer from former/incumbent supplier on entry (2nd generation), Part B shall apply.

If there is both a 1st and 2nd generation staff transfer on entry, then both Part A and Part B shall apply.

If either Part A and/or Part B apply, then consider whether Part D (Pensions) shall apply and the Client shall indicate on the Order Form which Annex shall apply (either D1 (CSPS), D2 (NHSPS), D3 (LGPS) or D4 (Other Schemes)). Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

If there is no staff transfer (either 1st generation or 2nd generation) at the Start Date then Part C shall apply and Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

If the position on staff transfers is not known at the bid stage, include Parts A, B, C and D at the bid stage and then update the Client Contract Details before signing to specify whether Parts A and/or B, or C and D apply to the Contract.

Part E (dealing with staff transfer on exit) shall apply to every Contract.

For further guidance on this Schedule contact Government Legal Department's Employment Law Group]

1. Definitions

1.1 In this Schedule, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Acquired Rights Directive” 1 the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;

"Employee Liability"

3 all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;
- f) employment claims whether in tort, contract or statute or otherwise;
- g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

"Former Agency"

a supplier supplying services to the Client before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);

"New Fair Deal"	<p>the revised Fair Deal position set out in the HM Treasury guidance: "Fair Deal for Staff Pensions: Staff Transfer from Central Government" issued in October 2013 including:</p> <ul style="list-style-type: none"> (i) any amendments to that document immediately prior to the Relevant Transfer Date; and (ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Agency by the Client;
"Old Fair Deal"	<p>HM Treasury Guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions" issued in June 1999 including the supplementary guidance "Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues" issued in June 2004;</p>
"Partial Termination"	<p>the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Client can end this contract) or 10.6 (When the Agency can end the contract);</p>
"Relevant Transfer"	<p>a transfer of employment to which the Employment Regulations applies;</p>
"Relevant Transfer Date"	<p>in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Agency or a Subcontractor was the Former Agency and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Agency (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;</p>

**"Staffing
Information"**

in relation to all persons identified on the Agency's Provisional Agency Personnel List or Agency's Final Agency Personnel List, as the case may be, such information as the Client may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement, gender and place of work;
- (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

"Agency's Final Agency Personnel List"	a list provided by the Agency of all Agency Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
"Agency's Provisional Agency Personnel List"	a list prepared and updated by the Agency of all Agency Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Agency;
"Term"	the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;
"Transferring Client Employees"	those employees of the Client to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Former Agency Employees"	in relation to a Former Agency, those employees of the Former Agency to whom the Employment Regulations will apply on the Relevant Transfer Date.

2. INTERPRETATION

- 2.1 Where a provision in this Schedule imposes any obligation on the Agency including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Agency shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Client, Former Agency, Replacement Agency or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Agency will be liable for satisfying any such claim as if it had provided the indemnity itself.
- 2.2 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together "Third Party Provisions") confer benefits on third parties (each such person a "Third Party Beneficiary") and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.
- 2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Call-Off Contract has no right under the CRTPA to enforce any term of this Call-Off Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Client, which may, if given, be given on and subject to such terms as the Client may determine.
- 2.5 Any amendments or modifications to this Call-Off Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

3. Which parts of this Schedule apply

Only the following parts of this Schedule shall apply to this Call Off Contract:

[Delete] if not applicable to the Call Off Contract]

- [Part A (Staff Transfer at the Start Date – Outsourcing from the Client)]
- [Part B (Staff Transfer at the Start Date – Transfer from a Former Agency)]
- [Part C (No Staff Transfer on the Start Date)]
- [Part D (Pensions)]
 - Not applicable)]
- Part E (Staff Transfer on Exit)

Part A: Staff Transfer at the Start Date Outsourcing from the Client

1. What is a relevant transfer

1.1 The Client and the Agency agree that:

- 1.1.1 the commencement of the provision of the Services or of each relevant part of the Services will be a Relevant Transfer in relation to the Transferring Client Employees; and
- 1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between the Client and the Transferring Client Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Agency and/or any Sub-contractor and each such Transferring Client Employee.

1.2 The Client shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Client Employees in respect of the period arising up to (but not including) the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period up to (but not including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Client; and (ii) the Agency and/or any Subcontractor (as appropriate).

2. Indemnities the Client must give

2.1 Subject to Paragraph 2.2, the Client shall indemnify the Agency and any Subcontractor against any Employee Liabilities arising from or as a result of:

- 2.1.1 any act or omission by the Client in respect of any Transferring Client Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Client Employee occurring before the Relevant Transfer Date;
- 2.1.2 the breach or non-observance by the Client before the Relevant Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Client Employees; and/or
 - (b) any custom or practice in respect of any Transferring Client Employees which the Client is contractually bound to honour;
- 2.1.3 any claim by any trade union or other body or person representing the Transferring Client Employees arising from or connected with any failure by the Client to comply with any legal obligation to such trade union, body or person arising before the Relevant Transfer Date;

- 2.1.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Client Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Client Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Client to the Agency and/or any Subcontractor as appropriate, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date.
 - 2.1.5 a failure of the Client to discharge, or procure the discharge of, all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Client Employees arising before the Relevant Transfer Date;
 - 2.1.6 any claim made by or in respect of any person employed or formerly employed by the Client other than a Transferring Client Employee for whom it is alleged the Agency and/or any Subcontractor as appropriate may be liable by virtue of the Employment Regulations and/or the Acquired Rights Directive; and
 - 2.1.7 any claim made by or in respect of a Transferring Client Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Client Employee relating to any act or omission of the Client in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Agency or any Subcontractor to comply with regulation 13(4) of the Employment Regulations.
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Agency or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities:
 - 2.2.1 arising out of the resignation of any Transferring Client Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Agency and/or any Subcontractor to occur in the period from (and including) the Relevant Transfer Date; or
 - 2.2.2 arising from the failure by the Agency or any Subcontractor to comply with its obligations under the Employment Regulations.

2.3 If any person who is not identified by the Client as a Transferring Client Employee claims, or it is determined in relation to any person who is not identified by the Client as a Transferring Client Employee, that his/her contract of employment has been transferred from the Client to the Agency and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

2.3.1 the Agency shall, or shall procure that the Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Client in writing; and

2.3.2 the Client may offer (or may procure that a third party may offer) employment to such person, or take such other reasonable steps as the Client considers appropriate to deal with the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Agency and/or any Subcontractor.

2.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Client, the Agency shall, or shall procure that a Subcontractor shall, immediately release the person from his/her employment or alleged employment;

2.5 If by the end of the 15 Working Day period referred to in Paragraph 2.3.2:

2.5.1 no such offer of employment has been made;

2.5.2 such offer has been made but not accepted; or

2.5.3 the situation has not otherwise been resolved,

the Agency and/or any Subcontractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2.6 Subject to the Agency and/or any Subcontractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in applicable Law and subject also to Paragraph 2.7, the Client will indemnify the Agency and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment pursuant to the provisions of Paragraph 2.5 provided that the Agency takes, or procures that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.7 The indemnity in Paragraph 2.6:

2.7.1 shall not apply to:

(a) any claim for:

(i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees;

in any case in relation to any alleged act or omission of the Agency and/or any Subcontractor; or

- (b) any claim that the termination of employment was unfair because the Agency and/or any Subcontractor neglected to follow a fair dismissal procedure; and

2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Agency and/or any Subcontractor (as appropriate) to the Client within 6 months of the Start Date

- 2.8 If any such person as is referred to in Paragraph 2.3 is neither re-employed by the Client nor dismissed by the Agency and/or any Subcontractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Agency and/or any Subcontractor and the Agency shall, or shall procure that the relevant Subcontractor shall, comply with such obligations as may be imposed upon it under applicable Law.

3. Indemnities the Agency must give and its obligations

- 3.1 Subject to Paragraph 3.2, the Agency shall indemnify the Client against any Employee Liabilities arising from or as a result of:

3.1.1 any act or omission by the Agency or any Subcontractor in respect of any Transferring Client Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Client Employee whether occurring before, on or after the Relevant Transfer Date;

3.1.2 the breach or non-observance by the Agency or any Subcontractor on or after the Relevant Transfer Date of:

- (a) any collective agreement applicable to the Transferring Client Employees; and/or

- (b) any custom or practice in respect of any Transferring Client Employees which the Agency or any Subcontractor is contractually bound to honour;

3.1.3 any claim by any trade union or other body or person representing any Transferring Client Employees arising from or connected with any failure by the Agency or any Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

3.1.4 any proposal by the Agency or a Subcontractor made before the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Client Employees to their material detriment on or after their transfer to the Agency or the relevant Subcontractor

- (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Client Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- 3.1.5 any statement communicated to or action undertaken by the Agency or any Subcontractor to, or in respect of, any Transferring Client Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Client in writing;
 - 3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Client Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Client Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Client to the Agency or a Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
 - 3.1.7 a failure of the Agency or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Author Client ity Employees in respect of the period from (and including) the Relevant Transfer Date;
 - 3.1.8 any claim made by or in respect of a Transferring Client Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Client Employee relating to any act or omission of the Agency or any Subcontractor in relation to their obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Client's failure to comply with its obligations under regulation 13 of the Employment Regulations; and
 - 3.1.9 a failure by the Agency or any Sub-contractor to comply with its obligations under paragraph 2.8 above.
- 3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Client

whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Client's failure to comply with its obligations under the Employment Regulations.

- 3.3 The Agency shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations (including its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of the Transferring Client Employees, from (and including) the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period from and including the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Client and the Agency.

4. Information the Agency must provide

- 4.1 The Agency shall, and shall procure that each Subcontractor shall, promptly provide to the Client in writing such information as is necessary to enable the Client to carry out its duties under regulation 13 of the Employment Regulations. The Client shall promptly provide to the Agency and any Subcontractor in writing such information as is necessary to enable the Agency and any Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. Cabinet Office requirements

- 5.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Agency of employees whose employment begins after the Relevant Transfer Date, and the Agency undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.
- 5.2 The Agency shall, and shall procure that each Subcontractor shall, comply with any requirement notified to it by the Client relating to pensions in respect of any Transferring Client Employee as set down in:
- 5.2.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised December 2013;
 - 5.2.2 Old Fair Deal; and/or
 - 5.2.3 The New Fair Deal.
- 5.3 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 5.1 or 5.2 shall be agreed in accordance with the Variation Procedure.

6. Pensions

- 6.1 The Agency shall, and/or shall procure that each of its Subcontractors shall, comply with:
 - 6.1.1 the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff; and
 - 6.1.2 Part D: Pensions (and its Annexes) to this Schedule.

Part B: Staff transfer at the Start Date

Transfer from a Former Agency

1. What is a relevant transfer

1.1 The Client and the Agency agree that:

- 1.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Agency Employees; and
- 1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between each Former Agency and the Transferring Former Agency Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Agency and/or any Subcontractor and each such Transferring Former Agency Employee.

1.2 The Client shall procure that each Former Agency shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Agency Employees in respect of the period up to (but not including) the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Agency shall make, and the Client shall procure that each Former Agency makes, any necessary apportionments in respect of any periodic payments.

2. Indemnities given by the Former Agency

2.1 Subject to Paragraph 2.2, the Client shall procure that each Former Agency shall indemnify the Agency and any Subcontractor against any Employee Liabilities arising from or as a result of:

- 2.1.1 any act or omission by the Former Agency in respect of any Transferring Former Agency Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Agency Employee arising before the Relevant Transfer Date;
- 2.1.2 the breach or non-observance by the Former Agency arising before the Relevant Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Former Agency Employees; and/or
 - (b) any custom or practice in respect of any Transferring Former Agency Employees which the Former Agency is contractually bound to honour;

- 2.1.3 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Former Agency Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Former Agency Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Agency to the Agency and/or any Subcontractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;
- 2.1.4 a failure of the Former Agency to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Agency Employees in respect of the period to (but excluding) the Relevant Transfer Date;
- 2.1.5 any claim made by or in respect of any person employed or formerly employed by the Former Agency other than a Transferring Former Agency Employee for whom it is alleged the Agency and/or any Subcontractor as appropriate may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
- 2.1.6 any claim made by or in respect of a Transferring Former Agency Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Agency Employee relating to any act or omission of the Former Agency in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Agency or any Subcontractor to comply with regulation 13(4) of the Employment Regulations.
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Agency or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:
- 2.2.1 arising out of the resignation of any Transferring Former Agency Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions

- proposed by the Agency or any Subcontractor to occur in the period from (and including) the Relevant Transfer Date; or
- 2.2.2 arising from the failure by the Agency and/or any Subcontractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by the Former Agency as a Transferring Former Agency Employee claims, or it is determined in relation to any person who is not identified by the Former Agency as a Transferring Former Agency Employee, that his/her contract of employment has been transferred from a Former Agency to the Agency and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
- 2.3.1 the Agency shall, or shall procure that the Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Client and in writing and, where required by the Client, notify the relevant Former Agency in writing; and
- 2.3.2 the Former Agency may offer (or may procure that a third party may offer) employment to such person, or take such other steps as the Former Agency considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law, within 15 Working Days of receipt of notice from the Agency and/or the Subcontractor (as appropriate).
- 2.4 If an offer referred to in Paragraph 2.3.2 is accepted, , or if the situation has otherwise been resolved by the Former Agency and/or the Client, the Agency shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 2.5 If by the end of the 15 Working Day period referred to in Paragraph 2.3.2:
- 2.5.1 no such offer of employment has been made;
- 2.5.2 such offer has been made but not accepted; or
- 2.5.3 the situation has not otherwise been resolved,
- the Agency and/or any Subcontractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person;
- 2.6 Subject to the Agency and/or any Subcontractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in Law and subject also to Paragraph 2.7, the Client shall procure that the Former Agency will indemnify the Agency and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment pursuant to the provisions of Paragraph 2.5 provided that the Agency takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.7 The indemnity in Paragraph 2.6:
- 2.7.1 shall not apply to:
- (a) any claim for:
- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment,

marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees;

in any case in relation to any alleged act or omission of the Agency and/or any Subcontractor; or

- (b) any claim that the termination of employment was unfair because the Agency and/or Subcontractor neglected to follow a fair dismissal procedure; and

2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Agency and/or any Subcontractor (as appropriate) to the Client and, if applicable, the Former Agency, within 6 months of the Start Date.

2.8 If Subcontractor any such person as is described in Paragraph 2.3 is neither re-employed by the Former Agency nor dismissed by the Agency and/or any Subcontractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Agency and/or any Subcontractor and the Agency shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under applicable Law.

3. Indemnities the Agency must give and its obligations

3.1 Subject to Paragraph 3.2, the Agency shall indemnify the Client and/or the Former Agency against any Employee Liabilities arising from or as a result of:

3.1.1 any act or omission by the Agency or any Subcontractor in respect of any Transferring Former Agency Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Agency Employee whether occurring before, on or after the Relevant Transfer Date;

3.1.2 the breach or non-observance by the Agency or any Subcontractor on or after the Relevant Transfer Date of:

- (a) any collective agreement applicable to the Transferring Former Agency Employee; and/or

- (b) any custom or practice in respect of any Transferring Former Agency Employees which the Agency or any Subcontractor is contractually bound to honour;

3.1.3 any claim by any trade union or other body or person representing any Transferring Former Agency Employees arising from or connected with any failure by the Agency or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

- 3.1.4 any proposal by the Agency or a Subcontractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Agency Employees to their material detriment on or after their transfer to the Agency or a Subcontractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Agency Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- 3.1.5 any statement communicated to or action undertaken by the Agency or a Subcontractor to, or in respect of, any Transferring Former Agency Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Client and/or the Former Agency in writing;
- 3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Former Agency Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Former Agency Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Agency to the Agency or a Subcontractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
- 3.1.7 a failure of the Agency or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Agency Employees in respect of the period from (and including) the Relevant Transfer Date;
- 3.1.8 any claim made by or in respect of a Transferring Former Agency Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Agency Employee relating to any act or omission of the Agency or any Subcontractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Agency's failure to

comply with its obligations under regulation 13 of the Employment Regulations; and

3.1.9 a failure by the Agency or any Subcontractor to comply with its obligations under Paragraph 2.8 above

3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Agency whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Agency's failure to comply with its obligations under the Employment Regulations.

3.3 The Agency shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge all its obligations in respect of all the Transferring Former Agency Employees, on and from the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Agency and the Former Agency.

4. Information the Agency must give

The Agency shall, and shall procure that each Subcontractor shall, promptly provide to the Client and/or at the Client's direction, the Former Agency, in writing such information as is necessary to enable the Client and/or the Former Agency to carry out their respective duties under regulation 13 of the Employment Regulations. The Client shall procure that the Former Agency shall promptly provide to the Agency and any Subcontractor in writing such information as is necessary to enable the Agency and any Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. Cabinet Office requirements

5.1 The Agency shall, and shall procure that each Subcontractor shall, comply with any requirement notified to it by the Client relating to pensions in respect of any Transferring Former Agency Employee as set down in:

5.1.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;

5.1.2 Old Fair Deal; and/or

5.1.3 The New Fair Deal.

- 5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Variation Procedure.

6. Limits on the Former Agency's obligations

Notwithstanding any other provisions of this Part B, where in this Part B the Client accepts an obligation to procure that a Former Agency does or does not do something, such obligation shall be limited so that it extends only to the extent that the Client's contract with the Former Agency contains a contractual right in that regard which the Client may enforce, or otherwise so that it requires only that the Client must use reasonable endeavours to procure that the Former Agency does or does not act accordingly.

7. Pensions

- 7.1 The Agency shall, and shall procure that each Subcontractor shall, comply with:
- 7.1.1 the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff; ;
and

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

- 1.1 The Client and the Agency agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Client and/or any Former Agency.
- 1.2 If any employee of the Client and/or a Former Agency claims, or it is determined in relation to any employee of the Client and/or a Former Agency, that his/her contract of employment has been transferred from the Client and/or the Former Agency to the Agency and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
 - 1.2.1 the Agency shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Client in writing and, where required by the Client, notify the Former Agency in writing; and
 - 1.2.2 the Client and/or the Former Agency may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification from the Agency or the Subcontractor (as appropriate) or take such other reasonable steps as the Client or Former Agency (as the case may be) it considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Client and/or the Former Agency),, the Agency shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the 15 Working Day period referred to in Paragraph 1.2.2:
 - 1.4.1 no such offer of employment has been made;
 - 1.4.2 such offer has been made but not accepted; or
 - 1.4.3 the situation has not otherwise been resolved;the Agency may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 1.5 Subject to the Agency and/or the relevant Subcontractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.8 the Client shall:
 - 1.5.1 indemnify the Agency and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Client's employees referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Agency takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and

- 1.5.2 procure that the Former Agency indemnifies the Agency and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Agency referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Agency takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 1.6 If any such person as is described in Paragraph 1.2 is neither re employed by the Client and/or the Former Agency as appropriate nor dismissed by the Agency and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Agency and/or the Subcontractor (as appropriate) and the Agency shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under Law.
- 1.7 Where any person remains employed by the Agency and/or any Subcontractor pursuant to Paragraph 1.6, all Employee Liabilities in relation to such employee shall remain with the Agency and/or the Subcontractor and the Agency shall indemnify the Client and any Former Agency, and shall procure that the Subcontractor shall indemnify the Client and any Former Agency, against any Employee Liabilities that either of them may incur in respect of any such employees of the Agency and/or employees of the Subcontractor.
- 1.8 The indemnities in Paragraph 1.5:
 - 1.8.1 shall not apply to:
 - (a) any claim for:
 - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Agency and/or Subcontractor; or
 - (b) any claim that the termination of employment was unfair because the Agency and/or any Subcontractor neglected to follow a fair dismissal procedure; and
 - 1.8.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Agency and/or any Subcontractor to the Client and, if applicable, Former Agency within 6 months of the Start Date.
- 1.9 If the Agency and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Agency and/or the Subcontractor and the Agency shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Client and any Former

Agency against any Employee Liabilities that either of them may incur in respect of any such employees of the Agency and/or employees of the Subcontractor.

2. Limits on the Former Agency's obligations

Where in this Part C the Client accepts an obligation to procure that a Former Agency does or does not do something, such obligation shall be limited so that it extends only to the extent that the Client's contract with the Former Agency contains a contractual right in that regard which the Client may enforce, or otherwise so that it requires only that the Client must use reasonable endeavours to procure that the Former Agency does or does not act accordingly.