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**Redaction KEY:**

**PI RUS40 of FOIA = [Personal Information Redacted Under Section 40 of the Freedom of Information Act]**

**CI RUS43 of FOIA = [Commercial Information Redacted Under Section 43 of the Freedom of Information Act]**

**Eastern Shires Purchasing Organisation**

*Barnsdale Way, Grove Park, Enderby, Leicestershire, LE19 1ES*

*ESPO Framework Reference 3A*

**ESPO reference 3A\_12
Advertising & Communications Framework**

**Recruitment Advertising &
Placing of Public and Statutory Notices**

**CLIENT BODY AGREEMENT**



ESPO reference 3A\_12

Advertising & Communications

CALL OFF FOR THE PROVISION OF:

External Advertising and Typesetting/ Alternative formats

BMS Reference: ITT60226

**SCHEDULE 3 to the CLIENT BODY AGREEMENT**

**PRICING SCHEDULE**

**(Including Invoicing Procedures)**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|  | ESPO reference 3A\_12 Advertising & Communications Further Competition |  |  |  |  |  |  |  |  |
|  | **PROPOSAL FOR THE PROVISION OF EXTERNAL ADVERTISING AND TYPESETTING/ ALTERNATIVE FORMATS** |  |  |  |  |  |
|  | **ITT Part B - Pricing Schedule - Revised** |  |  |  |  |  |  |  |  |  |  |  |
|  | **BMS Reference: ITT60226** |  |  |  |  |  |  |  |  |  |  |  |
|  | **Deadline for return: By no later than 11:00pm on Thursday 12th May 2016 or sooner if possible.** |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  April 2016 | Table 3A |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | **Name of provider:** | TMP Worldwide | **Date:** | 11/05/2016 |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Client Reference** | **Depth x Width** | **Insert Date** | **Media Name** | **TYPE** | **Job Title** | **Media rate Black & White £0.00** | **Media rate Colour £0.01** | **Discount %** | **Rate after discount Black & White £0.00** | **Rate after discount Colour £0.01** | **Production £0.00** | **Any compulsory online costs £0.00** | **Total cost Black & White £0.00** | **Total cost Colour £0.01** |
| Advert 1 | Online |   | The Sunday Times | ONLINE |   | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 2 | Online |   | The Guardian | ONLINE |   | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 3 | Online |   | The Lancet | ONLINE |   | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 4 | Online |   | British Medical Journal | ONLINE |   | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 5 | Online |   | Nursing Times | ONLINE |   | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 6 | Online |   | Nature | ONLINE |   | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 7 | Online |   | jobs.ac.uk | ONLINE |   | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 8 | Online - per 1000CPM Banner |   | Journal of Applied Toxicology | ONLINE | No service offered | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 8 | Online - per 1000CPM Skyscraper |   | Journal of Applied Toxicology | ONLINE | No service offered | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 9 | Online |   | Chemistry World | ONLINE |   | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 10 | Online |   | British Journal of GPs  | ONLINE |   | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 11 | Online |   | Pulse Magazine | ONLINE |   | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 12 | Online |   | Age and Ageing | ONLINE |   | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 13 | Online |   | Nurse Prescribing | ONLINE |   | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 14 | Online - no job board, only banners on website |   | Clinical jobs. Pharmaceutical-journal.com | ONLINE |   | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 15 | Online |   | The Economist | ONLINE |   | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 16 | Online |   | The Western Mail | ONLINE |   | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 17 | Online |   | The New Scientist | ONLINE |   | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 18 | Online - Executive Roles only, minimum salary of £50K |   | The Financial Times | ONLINE |   | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 19 | Online |   | The Nursing Standard | ONLINE |   | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 20 | Online |   | The Belfast Telegraph | ONLINE |   | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 21 | Online- Exexutive Roles only £70K-£100K package of 5 roles minimum, 12 months contract, per month - Price to be in Pounds (GPB) |   | The Irish Times | ONLINE |   | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 22 | Online - and Print (both - no online only option) |   | The Irish News | ONLINE | no online avaliable | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 23 | 8th of a page |   | The Sunday Times | PRINT |   | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 24 | 8th of a page |   | The Guardian | PRINT |   | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 25 | Quarter page - International Edition |   | The Lancet | PRINT |   | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 25 | Quarter page - Global Edition |   | The Lancet | PRINT | As above costs | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 26 | Quarter page - Clinical Research Edition |   | British Medical Journal | PRINT |   | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 26 | Quarter page - GP Edition |   | British Medical Journal | PRINT | As above costs | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 26 | Quarter page - Combined Edition |   | British Medical Journal | PRINT | As above costs | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 27 | Quarter page |   | Nursing Times | PRINT |   | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 28 | Quarter page - Executives Roles, minimum salary of £50K |   | The Economist | PRINT |   | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 28 | Quarter page - Salaries under £50K |   | The Economist | PRINT | As above costs | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 29 | 8th of a page - include online ( 1 job online is compulsory) |   | The Western Mail (welsh/english) | PRINT |   | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 30 | Quarter page - include online listing |   | The New Scientist | PRINT |   | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 31 | Quarter page |   | The Financial Times | PRINT |   | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 32 | Quarter page - Includes Tueday, Friday & Sunday insertions plus Web |   | The Belfast Telegraph | PRINT |   | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 33 | Quarter page - Price to be in Pounds (GPB) |   | The Irish Times | PRINT | Typo in previous | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 34 | Quarter page - Price to be in Pounds (GPB) |   | The Irish News | PRINT |   | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 34 | Quarter page - with online listing - Price to be in Pounds (GPB) |   | The Irish News | PRINT | As above costs | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 35 | Signposting TMP product |   | Targeted Advertising | OTHER |   | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
| Advert 36 | Linkedin or SNAP package |   | Social Network Awareness package | OTHER |   | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** |
|  | **TO NOTE:** |  |  |  |  |  |  |  |  |  |  | **Grand total** | £53,049.96 | £0.00 |
|  | **The above is not a comprehensive list - we may look for alternative advertising routes for some campaigns.** |  |  |  |  |
| **ESPO Framework 3(A) - Recruitment Advertising: Pricing Clarification** |  |  |
|  |  |  |  |  |  |  |  |
| **Name of provider:………………………………** | **Date:**………………………. |  |  |
|  |  |  |  |  |  |  |  |
| **Please indicate** | **Rate £0.00** |  |  |  |  |  |  |
| Copywriting | **CI RUS43 of FOIA** |  |  |  |  |  |  |
| Amendments to adverts | **CI RUS43 of FOIA** | **CI RUS43 of FOIA** per set thereafter |  |  |
| Typesetting | **CI RUS43 of FOIA** |  |  |  |  |  |  |
| Art Direction/Creative Concepts | **CI RUS43 of FOIA** |  |  |  |  |  |  |
| Other (please specify) |   |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |

**Invoicing Procedures**

1. It is preferred that invoices are sent electronically to:

MB-PaymentQueries@dh.gsi.gov.uk

1. Alternatively invoices can be sent to the Department addressed to:

Department of Health

Accounts Payable, 6th Floor, Zone B

Skipton House, 80 London Road

London SE1 6LH

1. Invoices must not be sent to the Authority's Representative.

**SCHEDULE 4 to the CLIENT BODY AGREEMENT**

**LOCAL ARRANGEMENTS**

**NOT USED**

**SCHEDULE 5 to the CLIENT BODY AGREEMENT**

**IMPLEMENTATION PLAN**

* + - 1. An Implementation Plan will be required where identified in the order.
			2. An Implementation Plan will be requested from the Service Provider by the Client Body in one of two ways:
				1. Where Client Bodies are calling off from the Framework, an Implementation Plan will be requested by the Client Body.
				2. Where Client Bodies are re-opening competition underneath the Framework and invite tenders as part of a further competition process, an Implementation Plan will be requested as part of the tender submission.
			3. The Implementation Plan will vary in degrees of complexity and timescales depending on the Client Body’s specific requirements and the Client Body’s current position.
			4. The Implementation Plan will include a schedule of tasks to be undertaken, against a set timescale and will identify the responsibilities of the Service Provider and Client Body in implementing the Contract.. The Service Provider will (with full agreement with the Client Body) create the Implementation Plan with milestone dates for achieving delivery and commencement of the Services.
			5. Failure of the Service Provider to deliver the Implementation to the agreed timescale will invoke a delay compensatory factor in the form of Service Credits which will be [1%] of the total value of the Order for each days delay up to a maximum of [10%] of the Order value. Continuing failure of the Service Provider beyond this point shall constitute a fundamental breach whereupon the Client Body may terminate the Agreement in accordance with **Condition 12.1.4.2.**

**SCHEDULE 6 to the CLIENT BODY AGREEMENT**

**SERVICE LEVEL AGREEMENT**

Between

**DEPARTMENT OF HEALTH** (the Client Body)

and

**TMP (UK) LIMITED (Trading name - TMP Worldwide)** (the Service Provider)

This Service Level Agreement (SLA) is intended to provide a framework for the way in which the Client Body and the Service Provider will work together to maximise the benefits of using the Service Provider’s services.

Both parties agree to deliver the services in accordance with the contents of this agreement.

1. **Services covered**
	1. This Service Level Agreement sets out the agreed Service Levels to be provided by the Service Provider to the Client Body under the Contract entered into between the Client Body and the Service Provider under ESPO Framework **reference number 3/12**.
	2. This Service Level Agreement (SLA) covers the core level of service applicable to all Services provided as defined in the Specification (see **Section 12** of the Invitation to Tender document)
2. **Duration**
	1. This Service Level Agreement (SLA) will be valid for as long as there are Services still in use by the Client Body which have been supplied in accordance with the Contract let under the ESPO Framework reference 3/12
3. **Services required**
	1. The Services shall be delivered in accordance with the Service Provider’s Tender submitted and accepted *by the Client Body*
4. **Ordering of Services**
	1. *By quoting purchase orders number before each of the requirement.*
5. **Communications and Account Management**
	1. Account Management
		1. The Client Body’s Contract Manager is **PI RUS40 of FOIA** who can be contacted for further information or any issues or to give feedback on **PI RUS40 of FOIA**
		2. The Contract Manager shall be available for queries during Normal Working Hours *09:00 to 17:30*
		3. The Service Provider has nominated an Account Manager for the Client Body. Any contact the Client Body makes with the Service Provider, should, in the first instance be made through **PI RUS40 of FOIA** by contacting **PI RUS40 of FOIA**
		4. the Account Manager shall be available for queries during Normal Working Hours 0*9:00 to 17:30*
	2. Service Helpdesk [*if applicable*]
		1. Role
			1. the Service Provider shall provide a Service Helpdesk which will be the first point of contact for all Client Body enquiries and service delivery related issues. The Service Helpdesk shall be manned by suitably experienced individuals who are familiar with this Client Body Agreement (and should not simply be an answering service).
		2. Hours of cover
			1. the period for which the helpdesk service is available is between the hours of 0*9:00 to 17:30*, excluding all United Kingdom Public Holidays.
			2. the working hours, upon which response and resolution times are calculated will be 0*9:00 to 17:30*, excluding all United Kingdom Public Holidays.
		3. Contacting the service helpdesk and call logging
			1. enquiry/enquiries may be placed by email or telephone. In either case the processing of the call will only take place between the hours of 0*9:00 to 17:30 Monday to Friday*, excluding all United Kingdom public holidays.
			2. calls to the helpdesk shall be charged at local rate or lower. No charges at premium rate shall be made.
			3. the Client Body call logging procedure shall achieve the following functions

provide a standard call logging procedure for the services provided

minimises the risk of calls being unanswered or missed

achieve Client Body satisfaction

* + - 1. the service desk can be contacted

by telephone [*telephone number to be inserted*]

by e-mail [*email address to be inserted*]

* 1. Out of Hours Service [*if applicable*]
		1. Role
			1. the Service Provider shall provide an Out of Hours Service which will be the first point of contact for all Client Body enquiries and service delivery related issues outside of the Normal Working Hours detailed above
		2. Hours of cover
			1. the period for which the helpdesk service is available is between the hours of 0*9:00 to 17:30* *Monday to Sunday*, including all United Kingdom Public Holidays.
			2. the working hours, upon which response and resolution times are calculated will be 0*9:00 to 17:30 Monday to Sunday*, including all United Kingdom Public Holidays.
		3. Contacting the service helpdesk and call logging
			1. calls may be placed by email or telephone. In either case the processing of the call will only take place between the hours of 0*9:00 to 17:30 Monday to Sunday*, excluding all United Kingdom public holidays.
			2. the Client Body call logging procedure shall achieve the following functions

provide a standard call logging procedure for the services provided

minimises the risk of calls being unanswered or missed

achieve Client Body satisfaction

* + - 1. the service desk can be contacted

by telephone [*telephone number to be inserted*]

by e-mail [*email address to be inserted*]

|  |  |  |
| --- | --- | --- |
| **Contact** | **Response Times** | **Resolution Times** |
| Client Body enquiries by telephone  | 99% of calls answered within 4 rings100% of calls answered within 7 rings | 99% of enquiries answered within 24 hours100% of enquiries answered within 48 hours |
| Client Body enquiries by email  | 99% of emails answered within 30 minutes100% of emails answered within 1 hour | 99% of enquiries answered within 24 hours100% of enquiries answered within 48 hours |

1. **Web Services**
	1. High up-time of web service are critical to all Client Bodies, and represent the amount of time the Service is available

|  |  |
| --- | --- |
| **Uptime** | **Level** |
| Average level | *99% Availability* |
| Minimum level | *100% Availability* |

1. **Monitoring and Review**
	1. The Client Body requires regular contact from their Account Manager with additional attendance by the Account Manager at ad-hoc internal review meetings. Initially for the first six months, monthly meetings should be diarised, with quarterly meetings thereafter. The Client Body and the Service Provider may agree to move this to less frequently, if this proves appropriate for the circumstances.
	2. ESPO established the framework on behalf of the Client Body, and ESPO will also conduct quarterly review meetings with the Service Provider addressing any strategic issues arising across all Client Bodies. If the Client Body need to raise any issues with ESPO, please advise the Client Body’s Contract manager who will make contact with ESPO accordingly
	3. Management Information
		1. The Service Provider shall provide to the Client Body on a quarterly basis management information which should provide the detail as included in **Schedule 7 of the Client Body Agreement** at no cost to the Client Body
		2. notwithstanding 9.3.1 above the Client Body shall be able to run Management Information reports themselves from the system on an ‘as-required’ basis
2. **Complaints and Resolution**
	1. In the event of any issues, the Client Body’s Contract Manager shall in the first instance contact the Service Provider’s Account Manager for resolution.
	2. Any complaints raised will be managed in accordance with the Service Provider’s complaints procedure. This process ensures that all complaints are dealt with in a professional manner, and to the satisfaction of the Client Body.
	3. If the issue is not resolved satisfactorily or escalation is needed, the Client Body’s Contract Manager shall escalate the issue to ESPO, for discussion with the Service Provider’s *Managing Director,* **PI RUS40 of FOIA**.

**SCHEDULE 7 to the CLIENT BODY AGREEMENT**

**MONITORING AND MANAGEMENT INFORMATION**

The following data is required for performance management purposes. This summary data must be submitted to the Client Body on a quarterly basis (every three months from the commencement of the Framework) or as otherwise agreed with the Client Body. Provision of such data shall not prevent the Client Body requesting additional reports when required, or running their own reports from any system provided as part of the Service, if the system can offer this functionality.

Data should be from the period in question unless stated otherwise.

This list is not exhaustive, and may change over the life of the contract.

|  |
| --- |
| **Data required by Client Bodies** |
| **Measure** | **Additional summary data to be provided** |
| **Financial**  |
| Monthly Spend via contract by Department of Health | Cumulative Summary for the financial year |
| list of spend by media type | Cumulative Summary  |
|  |  |
| **Process / Operations** |
| Prepare adverts we send for typesetting and return these to us within 24 hours or less via email for amendment and approval during office hours. | 100% of adverts placed |
| Artwork will be sent in.pdf format to the advert generator for approval. | 100% of all Artwork |
| Provide concepts and Copy for one-off creative adverts within 5 working days of brief. | 100% of adverts placed |
| Provide concepts for large-scale/composite adverts within 5 working days of brief. | 100% of adverts placed |
| Provide a summary of media schedules (media and costs only) within 24 hours of request. | 100% of adverts placed |
| Provide a full media schedule (media, costs and detailed rationales) within 2-3 working days dependent on complexity. | 100% of adverts placed |
| Upload basic online advertising within 24/48 hours of approval. | 100% of adverts placed |
| Produce first proofs of creative adverts within 24/48 hours of concept and copy approval. | 100% of adverts placed |
| Supply stock images, when required, within 24 hours. | 100% of adverts placed |
| Where required, design and develop interactive banners and buttons within 24 hours of approval. | 100% of adverts placed |
| Where required, design and development of campaign microsites within 5/10 days, depending on complexity. | 100% of adverts placed |
| Book advertisements with the relevant media and despatch when approved by the Client. | 100% of adverts placed |
| Ensure adverts are of a high quality with attention to detail to ensure accuracy. | 100% of adverts placed |
| Ensure due attention to ensure DH Branding Guidelines (attached – please download from BMS) are followed.  | 100% of adverts placed |
| Be flexible and respond to requests at short notice, whilst meeting strict deadlines for uploading and placing adverts. | 100% of adverts placed |
| On occasion provide our adverts and/or information packs for candidates in alternative formats. We would require these to be delivered within 3 – 5 working days. | 100% of adverts placed |
| Respond to requests for advice on alternative media/social media for targeting specific candidates within 2-5 working days. | 100% of adverts placed |
| In the event that there are issues with service delivery, the Supplier Contract Manager will acknowledge the Client Programme Manager’s concerns/issues within 24 hours and will propose a series of remedial actions within 72 hours, to prevent further occurrences. | 100% of adverts placed |
|  |  |
| **Client Body and Quality ( \* denotes measures which will be assessed using feedback from Client Body satisfaction survey, see below example)** |
| Service satisfaction\*  | 100% of Client Body satisfaction as per survey feedback |
| Complaints made, resolved etc. | Summary of number of complaints received from users |
|  |  |
| **Added Value** |
| Improvements or developments | % of efficiency savings as a result |
|  |  |
| **Other etc….** |
|  |  |

**Example of Client Body Satisfaction Survey**

Sample Client Body satisfaction survey to be used to support data provision **NB** – *This specific format is not mandatory*

|  |
| --- |
| **FEEDBACK PROVIDED IN RESPECT OF:** **THE PROVISION OF EXTERNAL ADVERTISING AND TYPESETTING/ ALTERNATIVE FORMATS** |
| 1. | Name of your organisation receiving services under the Framework | **DEPARTMENT OF HEALTH** |
| 2. | Name of firm providing services to your organisation | **TMP (UK) LIMITED (Trading name - TMP Worldwide)** |
| 3. | Briefly, what kinds of services has the firm supplied to you? | **THE PROVISION OF EXTERNAL ADVERTISING AND TYPESETTING/ ALTERNATIVE FORMATS** |
| 5. | What is the approximate value of business placed with the firm? |  **£** |
| 6. | How did you identify use of this service provider under the framework? | By conducting a further competition within the category |
| 7. | Is this the first time you have used this service provider? |  **YES / NO** |
| 8. | If No, on how many previous occasions have you used this firm? |  |
|  |
| 9. | **YOUR OPINION OF THE FIRM:**  *Please indicate your assessment of the firm by ticking the appropriate box for each of the following categories.* | **Excellent** | **Good** | **Adequate** | **Poor** | **No knowledge** | Comments, if any |
| Overall satisfaction with performance of the firm to meet the overall aims and objectives of the project brief and provide value for money |  |  |  |  |  |  |
| Flexibility and co-operation of the personnel assigned to work with you (and your colleagues) on your project |  |  |  |  |  |  |
| Professional competence demonstrated by the firm, including the ability of the firm to meet deadlines, budgetary levels and performance targets. |  |  |  |  |  |  |
| Ability of the firm to provide suitably qualified and experienced individuals with an appropriate understanding of client needs |  |  |  |  |  |  |
| Efficiency and cooperativeness of the firm in dealing with any problems or complaints that occur |  |  |  |  |  |  |

**SCHEDULE 8 to the CLIENT BODY AGREEMENT**

**ACTION ON EXPIRY OR TERMINATION**

1. **TRANSFER OF RESPONSIBILITY**
	1. The Service Provider acknowledges that on termination or expiry of this Agreement for any reason, the continuity of the Service is of paramount importance. The Service Provider shall minimise disruption caused and assist the implementation of any contingency plan proposed by the Client Body to deal with the effects of such termination or expiry in so far as it is practicable to do so.
	2. The Service Provider shall promptly provide such assistance and comply with such timetable as the Client Body may reasonably require for the purpose of ensuring an orderly transfer of responsibility for provision of the Services (or their equivalent) in the period immediately before the expiry or other termination of this Agreement. The Service Provider shall ensure that its sub-contractors are under a similar obligation. The Client Body shall be entitled to require the provision of such assistance both prior to and up to twelve (12) months after the expiry or other termination of this Agreement. If the Client Body requires such assistance after the expiry or other termination of this Agreement and within twelve (12) months of the expiry or other termination of this Agreement, the Client Body shall reimburse any reasonable costs incurred by the Service Provider in the course of providing such assistance.
	3. Such assistance may include, (without limitation) delivery of documents and data in the possession or control of the Service Provider or its subcontractors which relate to performance, monitoring, management and reporting of the Services, including the documents and data, if any, and which the Service Provider may otherwise obliged to disclose under this Agreement or otherwise beneficial to orderly transfer.
	4. TheService Provider shall not knowingly or purposely obstruct the ability of the Client Body to ensure an orderly transfer of responsibility for service provision.
	5. Within 21 days of being so requested by the Authorised Representative, the Service Provider shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information necessary to enable the Client Body to issue tender documents for the future provision of Services.
	6. The Client Body shall take all necessary precautions to ensure that the information referred to in paragraph 1.5 above is given only to Service Providers who have qualified to tender or/have been successful in being selected as the Service Provider following a tender exercise for the future provision of the Services. The Client Body shall require that such Service Providers shall treat that information in confidence; that they shall not communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to tender issued by the Client Body; and that they shall not use it for any other purpose.
	7. The Service Provider shall indemnify the Client Body against any claim made against the Client Body at any time by any person in respect of any liability incurred by the Client Body arising from any deficiency or inaccuracy in information which the Service Provider is required to provide under paragraph 1.5 above.
2. **TRANSFER OF UNDERTAKINGS**
	1. Where, in the opinion of the Service Provider and/or the Authorised Representative, the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended are likely to apply on the termination or expiration of the Agreement, the information to be provided by the Service Provider under paragraph 1.5 shall include, as applicable, accurate information relating to the Staff or Interim Managers who would be transferred under the same terms of employment under those Regulations, including in particular:-
	2. the number of Staff or Interim Managers who would be transferred, but with no obligation on the Service Provider to specify their names;
	3. in respect of each of those members of Staff or Interim Managers their age, sex, salary, length of service, hours of work, overtime hours and rates, any other factors affecting redundancy entitlement and any outstanding claims arising from their employment;
	4. the general terms and conditions applicable to those members of Staff or Interim Managers, including probationary periods, retirement age, periods of notice, current pay agreements, working hours, entitlement to annual leave, sick leave, maternity and special leave, terms of mobility, any loan or leasing schemes, any relevant collective agreements, facility time arrangements and additional employment benefits.
	5. The Service Provider agrees that if upon termination of this Framework Agreement, circumstances arise in which the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended are applicable, the Service Provider shall in good faith co-operate with the Client Body in the disclosure of information and the provision of other assistance so as to facilitate such outcome in relation to the relevant employees as may be acceptable to the Parties
	6. The Service Provider shall comply with the requirements of those Regulations in respect any personnel who will have been employed in the undertaking, or a relevant part of the undertaking, immediately before its transfer to the Service Provider.
	7. The Service Provider shall indemnify the Client Body in full and upon demand against any claim made against the Client Body at any time by any person currently or previously employed by the Client Body or by the Service Provider for breach of contract, loss of office, unfair dismissal, redundancy, loss of earnings or otherwise (and all damages, penalties, awards, legal costs, expenses and any other liabilities incurred by the Client Body) resulting from any act or omission of the Service Provider on or after the date of this Agreement, except where such claim arises as a result of any breach of obligations (whether contractual, statutory, at common law or otherwise) by the Client Body