

Dated 09/07 | 2019
9TH JULY 2019

AGREEMENT (SERVICES)

BETWEEN

HIGHWAYS ENGLAND COMPANY LIMITED

AND

JINCOM UK LIMITED

RELATING TO:

Visualisation of Health and Safety Management System documents

AP

AGREEMENT (SERVICES)

THIS AGREEMENT is dated

2019

Parties

(1) **HIGHWAYS ENGLAND COMPANY LIMITED** [REDACTED] whose registered office is [REDACTED] ("the Client"); and

(2) **JINCOM UK LIMITED** [REDACTED] whose registered office is [REDACTED] ("the Service Provider")

1. Purpose and Interpretation

1.1. This Agreement comprises these terms and conditions, together with the attached Schedules. The purpose of the Agreement is to set out the terms on which the Service Provider shall provide certain services to the Client. This Agreement is to be interpreted in accordance with Schedule 1.

2. Service Provider obligations

2.1. The Service Provider shall provide the Services and shall do so using due skill and care in compliance with the Specifications, with the law and in accordance with good industry practice.

2.2. If the Agreement states a date by which a service is to be completed, the Service Provider shall complete the Service by that date. If no date has been agreed, the Service Provider shall provide the Services diligently and within a reasonable time.

3. Special Terms

3.1. The Client and the Service Provider shall comply with any Special Terms in Schedule 2.

4. Representatives and Key Personnel

4.1. The persons named in Schedule 2 shall represent the Client and the Service Provider in relation to this Agreement. The Service Provider shall ensure Key Personnel named in Schedule 2 are engaged in providing the Services. The Service Provider shall not remove or replace any of the Key Personnel without the Client's prior written consent.

5. Payment

5.1 The Charges for the Services shall be as set out in Schedule 2.

5.2 Unless otherwise stated in Schedule 2, the Charges shall:

- (a) remain fixed for the duration of this Agreement; and
- (b) be the entire price payable by the Client to the Service Provider in respect of the Services and include, without limitation, any royalties, licence fees, supplies, equipment and all consumables used by the Supplier, travel costs and accommodation expenses.

5.3 All amounts stated in Schedule 2 are exclusive of VAT which shall be charged at the prevailing rate. The Client shall, following the receipt of a valid VAT invoice, pay to the Service Provider a sum equal to the VAT chargeable in respect of the Services.

5.4 The Service Provider shall invoice the Client as specified in the Agreement. Each invoice shall include such supporting information required by the Client to verify the accuracy of the invoice, including a breakdown of the Services supplied in the invoice period.

- 5.5 In consideration of the supply of the Services by the Service Provider, the Client shall pay the Service Provider the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed. The Client may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.6 If the Client fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of Clause 5.4 after a reasonable time has passed.
- 5.7 If there is a dispute between the Parties as to the amount invoiced, the Client shall pay the undisputed amount. The Service Provider shall not suspend the supply of the Services unless the Service Provider is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with Clause 15.3. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in Clause 21.
- 5.8 Each Party shall pay interest on demand on any sum due under this Agreement at the rate of 4% a year above the Bank of England base rate from time to time. Interest is payable from when the sum became overdue until it is paid.
- 5.9 Where the Service Provider enters into a sub-contract, the Service Provider shall include in that sub-contract:
- (a) provisions having the same effects as Clauses 5.3 to 5.7 of this Agreement;
 - (b) a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement; and
 - (c) In this clause 5.8, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from the Client in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.10 The Client may set-off any amount due to it from the Service Provider under any agreement against any amount payable by it to the Service Provider under this Agreement.

6 Changes to services/additional services

- 6.1 The Client may require a change or addition to the Services by written notice. The Service Provider shall comply with the requirement and, if it affects the cost (or timing) of delivery of the Services, the amounts payable for (or, as the case may be, time for delivery of) the Services shall be subject to reasonable adjustment, as determined by the Client in accordance with Schedule 2.

7 IPR

- 7.1 IPR owned by a Party or third party at the date of this Agreement or created independently by a Party ("**Background IPR**"), shall remain the property of that Party.
- 7.2 All IPR in any materials created or developed by the Service Provider (or any subcontractor of any tier to the Service Provider), in providing the Services pursuant to the Agreement or arising as a result of the provision of the Services ("**Foreground IPR**") shall vest in the Client. If, and to the extent, that any Foreground IPR vest in the Service Provider (or any subcontractor of any tier to the Service Provider) by operation of law, the Service Provider shall hereby assign to the Client by way of a present assignment of future rights all its IPR in such materials, with full title guarantee and free from all third party rights, and shall procure that any subcontractors shall do the same), This assignment shall effect either on the date of

this Agreement or as a present assignment of future rights that will take effect immediately on the coming into existence of the relevant IPR, as appropriate.

- 7.3 The Service Provider grants to the Client a perpetual royalty-free, non-exclusive, assignable and irrevocable licence capable of being sublicensed to a third party (who shall also have the right to grant further sub-licenses) to the Service Provider's or third party's Background IPR, for the purpose of using, further development and modification of, and publishing the Services and materials provided by the Service Provider under this Agreement. Any licence granted under this Clause shall survive the termination or expiry of this Agreement and cannot be terminated by the Service Provider or its assignees or any third party. The Service Provider shall, and shall procure that any subcontractor (at any stage of remoteness) or third party shall, provide to the Client the documents which license these IPRs to the Client.
- 7.4 The Service Provider shall indemnify, and keep indemnified, the Client in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Client as a result of or in connection with any claim made against the Client for actual or alleged infringement of a third party's IPR arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Service Provider or any Staff.

8 Governance and records

- 8.1 The Service Provider shall keep until six years after the end of this Agreement, , or as long a period as may be agreed between the Parties, full and accurate records in relation to the Services, including records to substantiate its invoices, documents and information obtained or prepared by the Service Provider (or by a third party on behalf of the Service Provider). The Service Provider shall on request give the Client or its representatives such access to those records as the Client may reasonably request in connection with the Agreement.

9 Confidentiality, Transparency and Publicity

- 9.1 Subject to Clause 9.2, each Party shall:
- 9.1.1 treat as confidential all Confidential Information received and not disclose it to any other person without the prior written permission of the disclosing Party; and
- 9.1.2 not use the disclosing Party's Confidential Information for any purpose other than to perform its obligations under the Agreement.
- 9.2 Clause 9.1 shall not prevent a Party disclosing information:
- 9.2.1 which is in the public domain at the time of disclosure;
- 9.2.2 which is received from a third party who is not restricted by a confidentiality obligation;
- 9.2.3 where disclosure is required by law, a court of competent jurisdiction or any governmental or regulatory authority
- 9.2.4 to its auditors;
- 9.2.5 on a confidential basis, to its professional advisers;
- 9.2.6 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- 9.2.7 where the receiving Party is the Service Provider, to the Staff on a need to know basis to enable performance of the Service Provider's obligations under the Agreement provided that the Staff to whom it discloses Confidential Information pursuant to this Clause shall observe the Service Provider's confidentiality obligations under the Agreement;
- 9.2.8 where the Client is the disclosing Party:

- (a) on a confidential basis to the Staff of the Client provided that the Staff to whom it discloses Confidential Information pursuant to this Clause shall observe the Client's confidentiality obligations under the Agreement;
 - (b) any other Crown body or any company to which the Client transfers or proposes to transfer all or any part of its business;
 - (c) to the extent that the Client (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
 - (d) in accordance with Clause 10.
- 9.3 The Parties agree that the content of this Agreement is not Confidential Information and the Service Provider consents to the Client publishing this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Client may consult with the Service Provider to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA. The only materials likely to be excluded from publication on this basis are as follows:
- 9.3.1 list of key personnel and representatives
- 9.4 The Service Provider shall not use any of the Client's names, logos or trademarks without the prior written approval of the Client.
- 9.5 The Service Provider shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Client.
- 10 FOIA, Public Contracts Regulations 2015 and EIR**
- 10.1 The Service Provider shall:
- 10.1.1 assist and cooperate as reasonably requested by the Client to enable the Client to comply with the FOIA, the Public Contracts Regulations 2015 and the EIR;
 - 10.1.2 transfer to the Client all Requests for Information relating to this Agreement as soon as practicable and no later than two working days after receipt;
 - 10.1.3 give the Client a copy of all information belonging to the Client requested in the Request for Information which is in its possession or control, in the form that the Client requires, within five working days (or other period as the Client may reasonably specify) of the Client's request; and
 - 10.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Client.
- 10.2 If the Client is required under the FOIA, Public Contracts Regulations 2015 or the EIR to disclose information concerning the Service Provider or the Services (including commercially sensitive information) it shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Service Provider advance notice, or failing that, to draw the disclosure to the Service Provider's attention after any such disclosure.
- 10.3 The Client shall determine in its absolute discretion whether any information relating to the Service Provider or Services is exempt from disclosure in accordance with the FOIA and/or the EIR.
- 11 Data protection**
- 11.1 Each Party shall comply with all applicable requirements of the General Data Protection Regulation ((EU) 2016/679) or any national implementing laws or regulations, which arise in connection with this Agreement.
- 11.2 The Service Provider shall not be a Processor of Personal Data and shall not process any Personal Data as part of the Services.

12 Prevention of fraud and corruption

- 12.1 Service Provider shall not offer, give, or agree to give, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this Agreement or for showing or refraining from showing favour or disfavour to any person in relation to this Agreement. The Service Provider shall take all reasonable steps to prevent fraud by the Service Provider or its Staff in connection with this Agreement and shall notify the Client immediately if it suspects any fraud has occurred, is occurring or may occur.
- 12.2 If the Service Provider or its Staff engages in conduct prohibited by Clause 12.1 or commits fraud in relation to the Agreement or any other contract with a Crown body, the Client may:
- 12.2.1 terminate the Agreement and recover from the Service Provider the amount of any loss suffered by the Client resulting from the termination, including the cost reasonably incurred by the Client of making other arrangements for the supply of the Services and any additional expenditure incurred by the Client throughout the remainder of the Agreement; or
- 12.2.2 recover in full from the Service Provider any other loss sustained by the Client in consequence of any breach of this clause.

13 Liability

- 13.1 The Service Provider's aggregate liability under or in relation to this Agreement and the supply of, or failure to supply, Services, whether in contract, tort (including negligence), breach of statutory duty or otherwise shall in no event exceed the Liability Cap.
- 13.2 The Parties shall in no event be liable to each other for any loss of profits, loss of business, loss of revenue, loss of or damage to goodwill, loss of savings (anticipated or otherwise) or any indirect, special or consequential loss or damage.
- 13.3 Nothing in this Agreement limits or excludes either Party's liability for:
- 13.3.1 death or personal injury caused by its negligence or that of its Staff;
- 13.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or
- 13.3.3 any other matter which, by law, may not be excluded or limited.
- 13.4 The Service Provider's liability under the indemnity in Clauses 7 and 12.2 shall be unlimited.
- 13.5 Subject to 13.3, the Client's aggregate liability under or in relation to this Agreement whether in contract, tort (including negligence), breach of statutory duty or otherwise shall in no event exceed 100% of the Charges required to be paid under this Agreement.

14 Expiry and termination

- 14.1 The Service Provider's obligation to provide Services expires on the date the Services are completed or, if earlier, the Expiry Date, unless the Client first terminates in accordance with Clause 15.

15 Review and Rights to terminate

- 15.1 The Client may terminate the Service Provider's obligation to provide Services at any time by 30 working days' notice in writing to the Service Provider.
- 15.2 The Client may terminate the Service Provider's obligation to provide Services by notice in writing with immediate effect if:
- 15.2.1 the Service Provider fails to comply with any obligation under this Agreement and (if capable of remedy) has not remedied the failure within 10 working days of written notice from the Client requiring it to do so;
- 15.2.2 the Service Provider undergoes a change of control within the meaning of section 1124 of the Corporation Tax Act 2010;

- 15.2.3 the Service Provider becomes bankrupt or insolvent, has a receiving order made against it, or makes an arrangement with creditors or (if a corporation) commences to be wound up; or
- 15.2.4 fraud by the Service Provider or its Staff or conduct prohibited by Clause 12 occurs.
- 15.3 The Service Provider may terminate the Agreement by written notice to the Client if the Client has not paid any undisputed amounts within 90 days of them falling due.
- 16 Effect of expiry and termination**
- 16.1 On expiry or termination, the Client shall pay to the Service Provider all amounts due and payable but unpaid at the date of termination.
- 16.2 Where the Client terminates pursuant to Clause 15.1, it shall also pay to the Service Provider reasonable costs, the assessment is made for a fair and reasonable amount in respect of the Service properly performed or costs properly incurred by the Service Provider in performing Services for which, at the date of termination, it is not yet entitled to invoice.
- 16.3 Where the Client terminates pursuant to Clause 15.2, the Service Provider shall pay to the Client the amount of any losses it has incurred as a result of the circumstances on the basis of which the Client has terminated.
- 16.4 On expiry or termination, the Service Provider shall:
- 16.4.1 deliver to the Client any completed and uncompleted work product from the Services; and
- 16.4.2 return to the Client any property of the Client.
- 16.5 Expiry or termination shall not affect any rights or liabilities that have accrued at the time of expiry or termination, nor any obligation of the Service Provider other than the obligation to provide Services.
- 17 Energy Efficiency**
- 17.1 The Parties acknowledge that the Client must comply with the energy efficiency standards as set out in Article 6 and Annex III to the Energy Efficiency Directive 2012/27/EU dated 25 October 2012 ("the Directive"). To that effect, the Service Provider shall ensure that any new product purchased by the Service Provider partially or wholly for the purpose of providing the Services complies with the standards for products set out in Annex III of the Directive.
- 18 Assignment and sub-contracting**
- 18.1 The Service Provider may not assign any rights or sub-contract any of its obligations under this Agreement without the written consent of the Client. The Service Provider shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 19 General**
- 19.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 19.2 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 19.3 This Agreement is the entire agreement between the Parties and supersedes all previous agreements, assurances, warranties, representations and understandings between them, written or oral, relating to its subject matter. Neither Party has relied, in entering into this Agreement, on any statement or representation of the other Party not expressly stated in this Agreement.

19.4 No failure or delay by a Party to exercise any right or remedy under this agreement or by law constitutes a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

19.5 Unless expressly stated, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

20 Notices

20.1 Any notice to be given under this Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to Clause 20.3, e-mail to the address of the other Party set out in Schedule 2, or such other address as that Party may from time to time notify to the other Party in accordance with this Clause.

20.2 Notices shall be deemed served on the day of delivery if delivery is before 5.00pm on a working day. Otherwise delivery shall be deemed to occur on the next working day. An email shall be deemed delivered when sent unless an error message is received.

20.3 Notices under Clause 16 (Rights to Terminate) may only be served by email if the original notice is then sent to the recipient by personal delivery or recorded delivery in accordance with Clause 20.1.

21 Dispute Avoidance

21.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to the Senior Representatives of each Party.

21.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in Clause 21.1, either Party may exercise any remedy it has under applicable law.

22 Governing law and Jurisdiction

22.1 The validity, construction and performance of the Agreement, and all contractual and non contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

Signed by a duly authorised
representative for and on behalf of
**HIGHWAYS ENGLAND COMPANY
LIMITED**



Director/Authorised
representative

Signed by  for
and on behalf of **JINCOM UK
LIMITED**



Director

SCHEDULE 1
INTERPRETATION

1. In this Agreement, unless the context otherwise requires:
 - 1.1 A reference to a statute, statutory provision or statutory instrument includes a reference to it as amended, extended or re enacted from time to time and to any subordinate legislation made under it; and
 - 1.2 A reference in this Agreement to an agreement or a document is a reference to such agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.

2 In this Agreement these terms have the following meanings:

Charges: the amount(s) to be paid to the Service Provider for the Services, as stated in Schedule 2.

Confidential Information: information, written or oral, provided by (or on behalf of) one Party to the other and which (i) is known by the recipient to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the recipient to be confidential.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a Party), and references to "Controller", "Data Subjects", "Personal Data", "Process", "Processed", "Processing" and "Processor" have the meanings or the closest equivalent meanings set out in, and will be interpreted in accordance with the Data Protection Legislation.

EIR: Environmental Information Regulations 2004.

Expiry Date: the expiry date in Schedule 2 or such later date as the Client may notify the Service Provider in writing and which is not later than six months from the date stated in Schedule 2.

FOIA: the Freedom of Information Act 2000.

IPR: copyright and related rights, database rights, design rights, patents, inventions, trade marks (and goodwill attaching to those trade marks), domain names, applications for and the right to apply for any of the foregoing, moral rights, confidential information and any other intellectual or industrial property rights, whether or not registered or capable of registration, whether subsisting now or in future in any part of the world.

Key Personnel: the persons named in Schedule 2.

Liability Cap: 125% of the aggregate Charges required to be paid under this Agreement.

Party: a party to this Agreement.

Request for Information: has the meaning set out in the FOIA, the Public Contract Regulations 2015 or the EIR as relevant (where the meaning for the term "request" shall apply);

Senior Representatives: are stated in Schedule 2

Services: the services referred to in Schedule 3, as varied from time to time in accordance with Clause 6.

Specifications: the specifications stated in Schedule 3.

Special Terms: the terms set out in paragraph 8 of Schedule 2.

Staff: all directors, officers, employees, agents, consultants (at any stage of remoteness from the Party) and contractors (at any stage of remoteness from the Party) of a Party.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force in the UK including the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

SCHEDULE 2

AGREEMENT PARTICULARS

1. Details of Service Provider

Full name of the Service Provider	Jincom UK Limited
Type of entity (eg. company, registered charity, partnership)	Company
Company/registered charity number	[REDACTED]
Registered address or main place of business	[REDACTED]

2. Representatives (Clause 4):

2.1 The Client shall be represented by:

- (a) [REDACTED]
[REDACTED]
Address: Highways England Company Limited, [REDACTED]
[REDACTED]
Email: [REDACTED]
- (b) [REDACTED], K [REDACTED]
Address: Highways England Company Limited, T [REDACTED]
[REDACTED]
Email: [REDACTED]

or such person as the Client shall notify the Service Provider at any time in writing.

2.2 Service Provider shall be represented by

[REDACTED]
[REDACTED] shall provide, shall notify the Client [REDACTED]

3. Key Personnel (Clause 4):

Key Personnel to be engaged in the Services are:

[REDACTED]
[REDACTED]
[REDACTED]

4. Senior Representatives (Clause 22):

For the Client:	Address for Communication
[REDACTED]	Highways England Company Limited
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

For the Service Provider	Address for Communication
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

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5. Charges (Clause 5)

5.1 The Charges will be calculated in accordance with the rates indicated in Annex 1 to this Schedule 2 as follows:

5.1.1 The Charges are broken down into page rates based on the Service Provider's assessment of the complexity of the work and the amount of illustration and design hours involved.

5.1.2 The work will be split into batches to be agreed between the Parties.

5.1.3 For each batch, 50% of the Charges applicable shall be invoiced at least 30 days in advance of delivery of the draft script or design and the Client shall pay those Charges in accordance with Clause 5 on or before the date of delivery.

5.1.4 The remaining 50% for the batch shall be invoiced once the design and illustrations or animations have been accepted.

5.1.5 The Client may at any time request and the Service Provider shall prepare all or any part of the materials produced under this Agreement as an open file which may be edited using standard software. Such open file requests shall cost 15% of the original Charges applied to the relevant material.

5.1.6 The Service Provider's bank details are:

Account name:
JINCOM UK LIMITED

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

6. Invoicing requirements (Clause 5):

Service Provider must submit invoices in accordance with the following requirements:

Invoices shall quote the following:

Highways England Project Sponsor [Redacted]
[Redacted]

An agreement number which will be confirmed once this Agreement is executed

[Redacted]
[Redacted]

and must be submitted to the Client's Finance Division at the Email address

[Redacted]

7. Expiry date (Clause 15 and Schedule 1 definition):

18 months from the date of this Agreement

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8. Special terms (Clause 3):

8.1 The process for the deliverables will work as follows:

(a) Print work:

- Client will send through the draft standard text
- Service Provider will send through first draft script with design and illustration for Client to review
- Client will review and may instruct changes
- Service Provider will implement the changes and send revised version with illustrations in colour
- Client will review and may instruct changes
- Service Provider will send revised version
- Client has one more round to review and refine changes if needed
- At this stage, the script, design and illustrations are deemed accepted by the Client and 'locked' so that final files can be prepared

(b) Animation work:

- Client will send through its brief
- Service Provider will prepare the script and send to Client for review.
- Client will review and may instruct changes to the script.
- Service Provider will send revised script and the Client may instruct further refinements to the changes made.
- Service Provider will implement the changes and the script will then be deemed accepted by Client and 'locked'.
- Service Provider will prepare the storyboard and voiceover and send to Client for review.
- Client will review and may instruct changes to the storyboard and voiceover.
- Service Provider will send the revised storyboard and the Client may instruct further refinements to the changes.
- Service Provider will implement the changes. The storyboard and voiceover will then be deemed accepted by the Client and 'locked'.
- Service Provider will prepare the animation and send to Client for review.
- Client will review and may instruct changes to the animation
- Service Provider will send the revised animation and the Client may instruct further refinements to the changes
- Service Provider will implement the changes. Animation will then be deemed accepted by the Client and 'locked'.

If the Client then instructs significant changes which require 'unlocking' of the print work or animation work, the additional work will be charged per hour. The Service Provider will provide the Client with a quote for the additional work for approval. (Hourly rates are as follows: Illustration/writing/design: £50; colouring: £40)

SCHEDULE 2 -

Annex 1 Charges

The Charges are broken down into page rates based on the complexity of the work and the amount of illustration and design hours involved as follows:

Table 2.1 - Charges

Deliverable	Quantity	Charge	Amount	Date for deliverable	Test for deliverable
Mix of design icons and illustration (3-5 illustrations per page including highly technical detailed illustration)	[REDACTED]	[REDACTED]	£60,000	As agreed programme of work	As schedule 2 part 8.1
Mix of design icons and illustration (1-3 illustrations per page)	[REDACTED]	[REDACTED]	£70,000	As agreed programme of work	As schedule 2 part 8.1
Predominantly design only pages (max 1 illustration)	[REDACTED]	[REDACTED]	£100,000	As agreed programme of work	As schedule 2 part 8.1
TOTAL			£230,000		

Charges for future revisions to Client visual standards

Future revisions after the deliverables have been completed will cost 10% of the charge per page as set out in table 2.1 above based on the assumption that time spent making revisions will amount to 10% of time spent creating visual standards in the studio.

SCHEDULE 3

DESCRIPTION OF THE SERVICES AND SPECIFICATIONS

The Service Provider shall provide design and illustrations work and related services in order to make the Client's Health and Safety standards more visual and engaging.

This will consist of a total of approximately 120 documents, with an average of around 3 pages per standard.

The work will include visual development of all Client Health and Safety standards to the satisfaction of the Client including:

- Scripting
- Illustration
- Colouring
- Branding/Layout/design
- Final production/Delivery of print ready pdfs
- Project management

Within 15 days of this Agreement, the Service Provider shall provide the Client with a draft production schedule to be approved by the Client which will contain in sufficient detail key deliverables, review dates which the Client shall meet and dates by which these deliverables must be achieved.

The Service Provider shall amend the production schedule to take account of any comments made by the Client and submit any revision of the production schedule for final approval by the Client.

The Service Provider shall attend progress meetings at the frequency, location and times to be specified by the Client and shall submit progress reports to the Client at the times and in the format specified by the Client at no further cost to the Client.

