

**Call-Off Contract Letter of Appointment and Schedules**

DWP Creative Campaign Development and Delivery

Contract Reference: CCMK22A07

Contracting Authority Reference: 28413

**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, RM6125 Campaign Solutions 2 between CCS and the Agency, dated Thursday 27th 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.

CALL-OFF LOT(S): Lot 1 End to End Campaign Solutions

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| **Order Number:** | CCMK22A07 (28413) |
| **From:** | Department for Work and Pensions (DWP) ("Client")  with offices at:  Caxton House  Tothill Street  London  SW1H 9NA |
| **To:** | M&C SAATCHI (UK) Ltd  36 Golden Square  London  W1F 9EE |

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| **Call-Off Start Date:** | 10 May 2023 |
| **Call-Off Expiry Date:** | Initial Period: 09 May 2025  Up to 07 May 2027 if all extensions utilised. |
| **Call-Off Initial Period:** | 2 Years |
| **Call-Off Optional Extension Period:** | 1 year – 1 May 2026  1 year – 30 April 2027  Minimum written notice to Agency in respect of any potential extension options instructed by the Client: 10 working days.  The Client reserves the right to terminate the contract at the end of the first or the end of the second year of the contract. Clause 22 of the Call Off Terms and Conditions apply, should the Client wish to take this action.  The Client will not be liable for any exit costs should this clause be enacted. |

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| **Deliverables required:** | Deliverables required are set out in Framework Schedule 1 of the Framework Agreement, Call-Off Schedule 20 (Call-Off Specification) and the relevant Brief and are to be delivered in line with the accepted Proposal as detailed at Annex A of this Letter.  Subsequent calls for Deliverables shall be priced and agreed using the Statement of Works form as per Annex B of this Letter of Appointment.  The Agency shall provide the Life Chances Workforce Monitoring template set out in **Annex 1 of Call-Off Schedule 20** [on pg149 of this document] duly completed in full in respect of all Staff (including but not limited to all Sub-contractors used in the performance of the Agency’s obligations under the Contract), Six (6) months after the Service Commencement date and annually thereafter.  The Agency will comply with the Client’s **Life Chances through Procurement** guidance for DWP contractors as per the link below:  <https://www.gov.uk/government/publications/life-chances-through-procurement-guidance-for-dwp-contractors/life-chances-through-procurement-guidance-for-dwp-contractors>  Joint Schedule 6 (Key Subcontractors) and Joint Schedule 12 (Supply Chain Visibility)  **Small Medium Enterprises (SMEs) in Supply Chain**  The Agency will provide details of Sub-Contractors to be used in the provision of the service.  The Agency will state if the Sub-Contractor is an are SME, if not what steps will they actively take to increase the use of SMEs in the supply chain.  Where appropriate, growth and development through the provision of support to SMEs and SEs to develop resilient local supply chains. |

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| **Key Staff:** | For the Client: REDACTED TEXT under FOIA Section 40, Personal Information. |
| **Guarantor(s)** | N/A |

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| **Call-Off Contract Charges (including any applicable discount(s), but excluding VAT):** | £15,000,000.00 (excluding VAT)  (£7.5m for the initial 2-year period and then £3,750,000.00 for each of the extension years to a maximum of £15m 2+1+1) |
| **Liability** | **See Clause 11 of the Core Terms**  **Estimated Year 1 Charges: £3,750,000.00 (ex VAT)** |
| **Additional Insurance Requirements** | No further additional requirements.  **See Joint Schedule 3 (Insurance Requirements)**  The Insurance Requirements are as follows:   * Public liability insurance to cover all risks in the performance the Call-Off Contract, with a minimum limit of £2 million for each individual claim * Employers' liability insurance with a minimum limit of indemnity of £10 million for any one occurrence * Professional indemnity insurance adequate to cover all risks in the performance of this Call-Off Contract with a minimum limit of indemnity of £5 million for each individual claim |
| **Client billing address for invoicing:** | SSCL  PO Box 406  Phoenix House  Celtic Springs  Newport  NP10 8FZ  Electronic Invoices (attached to emails) should be sent to:   [APinvoices-DWP-U@gov.sscl.com](mailto:APinvoices-DWP-U@gov.sscl.com) and copy in the contract manager |

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| **Special Terms** | Not Applicable |

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

Agency’s Commercially Sensitive Information in Joint Schedule 4 (Commercially Sensitive Information)

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 Annex A – Agency Proposal

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. 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) Campaign Solutions 2 RM6125
3. The following Schedules in equal order of precedence:

* Joint Schedules for Campaign Solutions 2 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 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data)
* Call-Off Schedules for CCMK22A07
  + Call-Off Schedule 1 (Transparency Reports)
  + Call-Off Schedule 3 (Continuous Improvement)
  + Call-Off Schedule 5 (Pricing Details)
  + Call-Off Schedule 7 (Key Supplier Staff)
  + Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  + Call-Off Schedule 9 (Security)
  + Call-Off Schedule 10 (Exit Management)
  + Call-Off Schedule 13 (Implementation Plan and Testing)
  + Call-Off Schedule 14 (Service Levels)
  + Call-Off Schedule 15 (Call-Off Contract Management)
  + Call-Off Schedule 16 (Benchmarking)
  + Call-Off Schedule 20 (Call-Off Specification)

1. CCS Core Terms
2. Joint Schedule 5 (Corporate Social Responsibility) RM6125  
   The Supplier 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 3 (Continuous Improvement).
3. 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.

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| **For and on behalf of the Agency:** | | **For and on behalf of the Client:** | |
| Signature: | REDACTED TEXT under FOIA Section 40, Personal Information. | Signature: | REDACTED TEXT under FOIA Section 40, Personal Information. |
| Name: | REDACTED TEXT under FOIA Section 40, Personal Information. | Name: | REDACTED TEXT under FOIA Section 40, Personal Information. |
| Role: | Director | Role: | Head of Service Delivery Category |
| Date: | 18/05/2023 | Date: | 23/05/2023 |

**Annex A**

**Agency Proposal**

**As submitted during the tender process**

**Annex B**

**Statement of Work**

**To be utilised by the Contracting Authority for any creative campaigns moving forwards throughout the duration of the contract.**

**For any contractual changes moving forwards throughout the duration of the contract, please use Joint Schedule 2 – Variation Form** **in Framework Contract and Schedules document.**

**This Statement of Work is issued under and in accordance with the Call-Off Contract entered into between the parties dated -**

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.

* 1. 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 will be dealt with as a proposed Variation to this Call-Off Contract in accordance with the Variation procedure set out in Clause 24.

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| Project: | *Set out a short description of the Project.* |
| Project start Date  Notice period for cancellation  [Project Notice Period]: | *Set out the start date for this Project and its duration and the likely end date if known– state whether for a fixed term or an initial term and then rolling subject to notice.*  *Where the parties are agreeing a Project Notice Period for cancellation of Project, specify the notice period* |
| Overarching Brand/Campaign | *If this campaign is part of a wider overarching campaign, or uses specific Government owned brands (such as the GREAT Britain brand for example) please state them and what the relationship of this campaign will be to them.* |
| Deliverables | *Set out a description of the Deliverables to be supplied by the Agency for this Project.*  *State any specific activities agreed in the pitch that are to be delivered as part of this campaign.*  *Ensure you capture any work across distinct specialisms or channels, or example if you were working on an integrated campaign you may write:*  *Creative for campaigns (service)*  *Development and testing of creative propositions (deliverables)*  *Creative assets for use on social media*  *Delivery of creative assets for “Above the Line” media*  *Seamless working with the client’s media buyer to deliver assets in the correct format to required deadlines*  *PR*  *PR strategy that compliments the “Above the Line” approach*  *Development and delivery of PR hooks/stunts in agreement with the client*  *Development of three Op eds, case studies and three feature articles*  *Management of media at up to seven events, working with departmental press office*  *Evaluation in accordance with the HMG evaluation Framework*  *State if you require any specific requirements and ways of working such as third-party consents, licences, clearances that Agency needs to obtain and products or purchases.*  *State that 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 “.* |
| Inclusion of Additional Schedules | 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: | *Set out the timing of each phase of the project, any key dates and/ or delivery of the Services and/or the Deliverables (if known)* |
| Contract Charges: | *Set out the calculation of the Contract Charges [(including rules for the recovery of expenses)] payable to Agency for this Project e.g. details of any fixed price, time and materials in which case Agency’s Rate Card should be attached, together with invoice dates or milestones that trigger payment.*  *All rates should be less than the maximum rates set out in the Agency rate card submitted as part of the original framework evaluation as set out in Framework Schedule 3.*  *Set out any payment terms specific to the Project.*  *Examples of different wording for Contract Charges:*  *The Client shall pay the Agency the sum of £[...] for delivery of these Services, payable in monthly instalments. For the avoidance of doubt, the Contract Charges shall be inclusive of all third-party costs*  *OR*  *The Contract Charges shall be calculated using the hourly charge out rates shown in [the Agency’s rate card, [provided that the total Contract Charges shall not exceed £ [...].] For the avoidance of doubt, the Contract Charges shall inclusive of all third-party costs.* |
| Client Assets: | *Set out details of the materials or information to be provided to the Agency.* |
| International locations: | *If Services are to be supplied outside the UK, specify additional territories here* |
| Client Affiliates: | *If relevant, set out any Client Affiliates which will be using Deliverables* |
| 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: | *Set out details of the person(s) who have the authority to agree day to day decisions on behalf of Client for this Project.* |

Signed by:……………………………..........

by (print name):……………………………………….

As Agency Authorised Approver for and on behalf of

[Agency]

Date……….............

........................................................

Signed by:………………………………………..........

by (print name):……………………………………….

As Client Authorised Approver for and on behalf of

[Client]

Date………...................................................................

**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.

**Call-Off Schedule 3 (Continuous Improvement)**

1. **Client’s Rights**
   1. The Client and the Agency recognise that, where specified in Framework Schedule 4 (Framework Management), the Client may give CCS the right to enforce the Client's rights under this Schedule.
2. **Agency’s Obligations**
   1. The Agency must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Client’s costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Client.
   2. The Agency must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Client of the Deliverables and the way it provides them, with a view to reducing the Client's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Agency and the Client must provide each other with any information relevant to meeting this objective.
   3. In addition to Paragraph 2.1, the Agency shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year (**"Continuous Improvement Plan"**) for the Client's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
      1. identifying the emergence of relevant new and evolving technologies;
      2. changes in business processes of the Agency or the Client and ways of working that would provide cost savings and/or enhanced benefits to the Client (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
      3. new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
      4. measuring and reducing the sustainability impacts of the Agency's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Client in meeting their sustainability objectives.
   4. The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Agency to the Client for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
   5. The Client shall notify the Agency of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Agency shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
   6. The Agency must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Agency shall provide any further information as requested.
   7. If the Client wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Agency must implement such Variation at no additional cost to the Client or CCS.
   8. Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
      1. the Agency shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
      2. the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Agency's progress against the Continuous Improvement Plan.
   9. The Agency shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
   10. All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
   11. Should the Agency's costs in providing the Deliverables to the Client be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Client by way of a consequential and immediate reduction in the Charges for the Deliverables.
   12. If at any time during the Term the Agency reduces its Framework Prices for Deliverables provided in accordance with the terms of the Framework Contract, the Agency shall immediately reduce the Charges for the Deliverables under the Call-Off Contract by the same amount. This obligation applies whether or not the Deliverables are offered in a catalogue provided under the Framework Contract.

**Call-Off Schedule 4 (Proposal)**

# REDACTED TEXT under FOIA Section 43 Commercial Interests.

**Call-Off Schedule 5 (Pricing Details**

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# REDACTED TEXT under FOIA Section 43 Commercial Interests.

**AGENCY’S RATE CARD**

The Prices set out in this Call Off Agreement are the maximum that the Agency may charge when fulfilling any Call-Off Contract.

# REDACTED TEXT under FOIA Section 43 Commercial Interests.

**Call-Off Schedule 7 (Key Agency Staff)**

1.1 The Order Form (Letter of Appointment) lists the key roles (“**Key Roles**”) and names of the persons who the Agency shall appoint to fill those Key Roles at the Start Date.

1.2 The Agency shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.

1.3 The Client may identify any further roles as being Key Roles and, following agreement to the same by the Agency, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.

1.4 The Agency shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:

1.4.1 requested to do so by the Client or the Client Approves such removal or replacement (not to be unreasonably withheld or delayed);

1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or

1.4.3 the person’s employment or contractual arrangement with the Agency or Subcontractor is terminated for material breach of contract by the employee.

1.5 The Agency shall:

1.5.1 notify the Client promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Agency shall ensure appropriate temporary cover for that Key Role);

1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;

1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;

1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and

1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

1.6 The Client may require the Agency to remove or procure that any Subcontractor shall remove any Key Staff that the Client considers in any respect unsatisfactory. The Client shall not be liable for the cost of replacing any Key Staff.

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

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

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| **"BCDR Plan"** | has the meaning given to it in Paragraph 2.2 of this Schedule; |
| **"Business Continuity Plan"** | has the meaning given to it in Paragraph 2.3.2 of this Schedule; |
| **"Disaster"** | the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable); |
| **"Disaster Recovery Deliverables"** | the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster; |
| **"Disaster Recovery Plan"** | has the meaning given to it in Paragraph 2.3.3 of this Schedule; |
| **"Disaster Recovery System"** | the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster; |
| **"Related Agency"** | any person who provides Deliverables to the Client which are related to the Deliverables from time to time; |
| **"Review Report"** | has the meaning given to it in Paragraph 6.3 of this Schedule; and |
| **"Agency's Proposals"** | has the meaning given to it in Paragraph 6.3 of this Schedule; |

1. **BCDR Plan**
   1. The Client and the Agency recognise that, where specified in Schedule 4 (Framework Management), CCS shall have the right to enforce the Client's rights under this Schedule.
   2. At least ninety (90) Working Days prior to the Start Date the Agency shall prepare and deliver to the Client for the Client’s written approval a plan (a **“BCDR Plan”**), which shall detail the processes and arrangements that the Agency shall follow to:
      1. ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
      2. the recovery of the Deliverables in the event of a Disaster
   3. The BCDR Plan shall be divided into three sections:
      1. Section 1 which shall set out general principles applicable to the BCDR Plan;
      2. Section 2 which shall relate to business continuity (the **"Business Continuity Plan"**); and
      3. Section 3 which shall relate to disaster recovery (the **"Disaster Recovery Plan"**).
   4. Following receipt of the draft BCDR Plan from the Agency, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
2. **General Principles of the BCDR Plan (Section 1)**
   1. Section 1 of the BCDR Plan shall:
      1. set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
      2. provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Client by a Related Agency;
      3. contain an obligation upon the Agency to liaise with the Client and any Related Agencies with respect to business continuity and disaster recovery;
      4. detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Client and any of its other Related Agency in each case as notified to the Agency by the Client from time to time;
      5. contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
      6. contain a risk analysis, including:
         1. failure or disruption scenarios and assessments of likely frequency of occurrence;
         2. identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
         3. identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Agency; and
         4. a business impact analysis of different anticipated failures or disruptions;
      7. provide for documentation of processes, including business processes, and procedures;
      8. set out key contact details for the Agency (and any Subcontractors) and for the Client;
      9. identify the procedures for reverting to "normal service";
      10. set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
      11. identify the responsibilities (if any) that the Client has agreed it will assume in the event of the invocation of the BCDR Plan; and
      12. provide for the provision of technical assistance to key contacts at the Client as required by the Client to inform decisions in support of the Client’s business continuity plans.
   2. The BCDR Plan shall be designed so as to ensure that:
      1. the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
      2. the adverse impact of any Disaster is minimised as far as reasonably possible;
      3. it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
      4. it details a process for the management of disaster recovery testing.
   3. The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
   4. The Agency shall not be entitled to any relief from its obligations under the Performance Indicators (PI’s) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Agency of this Contract.
3. **Business Continuity (Section 2)**
   1. The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
      1. the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
      2. the steps to be taken by the Agency upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
   2. The Business Continuity Plan shall:
      1. address the various possible levels of failures of or disruptions to the provision of Deliverables;
      2. set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
      3. specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI’s) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
      4. set out the circumstances in which the Business Continuity Plan is invoked.
4. **Disaster Recovery (Section 3)**
   1. The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Agency ensures continuity of the business operations of the Client supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
   2. The Agency's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
      1. loss of access to the Client Premises;
      2. loss of utilities to the Client Premises;
      3. loss of the Agency's helpdesk or CAFM system;
      4. loss of a Subcontractor;
      5. emergency notification and escalation process;
      6. contact lists;
      7. staff training and awareness;
      8. BCDR Plan testing;
      9. post implementation review process;
      10. any applicable Performance Indicators (PI’s) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI’s) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
      11. details of how the Agency shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
      12. access controls to any disaster recovery sites used by the Agency in relation to its obligations pursuant to this Schedule; and
      13. testing and management arrangements.
5. **Review and changing the BCDR Plan**
   1. The Agency shall review the BCDR Plan:
      1. on a regular basis and as a minimum once every six (6) Months;
      2. within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
      3. where the Client requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Agency shall conduct such reviews in accordance with the Client’s written requirements. Prior to starting its review, the Agency shall provide an accurate written estimate of the total costs payable by the Client for the Client’s approval. The costs of both Parties of any such additional reviews shall be met by the Client except that the Agency shall not be entitled to charge the Client for any costs that it may incur above any estimate without the Client’s prior written approval.
   2. Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Agency within such period as the Client shall reasonably require.
   3. The Agency shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Client a report (a **"Review Report"**) setting out the Agency's proposals (the **"Agency's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
   4. Following receipt of the Review Report and the Agency’s Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Agency's Proposals. If the Parties are unable to agree Review Report and the Agency's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
   5. The Agency shall as soon as is reasonably practicable after receiving the approval of the Agency's Proposals effect any change in its practices or procedures necessary so as to give effect to the Agency's Proposals. Any such change shall be at the Agency’s expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.
6. **Testing the BCDR Plan**
   1. The Agency shall test the BCDR Plan:
      1. regularly and in any event not less than once in every Contract Year;
      2. in the event of any major reconfiguration of the Deliverables
      3. at any time where the Client considers it necessary (acting in its sole discretion).
   2. If the Client requires an additional test of the BCDR Plan, it shall give the Agency written notice and the Agency shall conduct the test in accordance with the Client’s requirements and the relevant provisions of the BCDR Plan. The Agency's costs of the additional test shall be borne by the Client unless the BCDR Plan fails the additional test in which case the Agency's costs of that failed test shall be borne by the Agency.
   3. The Agency shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Client and shall liaise with the Client in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Client.
   4. The Agency shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Client. Copies of live test data used in any such testing shall be (if so required by the Client) destroyed or returned to the Client on completion of the test.
   5. The Agency shall, within twenty (20) Working Days of the conclusion of each test, provide to the Client a report setting out:
      1. the outcome of the test;
      2. any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
      3. the Agency's proposals for remedying any such failures.
   6. Following each test, the Agency shall take all measures requested by the Client to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Agency, at its own cost, by the date reasonably required by the Client.
7. **Invoking the BCDR Plan**
   1. In the event of a complete loss of service or in the event of a Disaster, the Agency shall immediately invoke the BCDR Plan (and shall inform the Client promptly of such invocation). In all other instances the Agency shall invoke or test the BCDR Plan only with the prior consent of the Client.
8. **Circumstances beyond your control**
   1. The Agency shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

**Call-Off Schedule 9 (Security)**

**Part B: Long Form Security Requirements**

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

|  |  |
| --- | --- |
| **"Breach of Security"** | means the occurrence of:   * 1. any unauthorised access to or use of the Goods and/or Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Client and/or the Agency in connection with this Contract; and/or   2. the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Client and/or the Agency in connection with this Contract,   in either case as more particularly set out in the security requirements in the Security Policy where the Client has required compliance therewith in accordance with paragraph 3.4.3 d; |
| **"ISMS"** | the information security management system and process developed by the Agency in accordance with Paragraph 3 (ISMS) as updated from time to time in accordance with this Schedule; and |
| **"Security Tests"** | tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security. |

1. **Security Requirements**
   1. The Client and the Agency recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Client's rights under this Schedule.
   2. The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Contract will be met.
   3. The Parties shall each appoint a security representative to be responsible for Security. The initial security representatives of the Parties are:
      1. Laura Adams (Communications Directorate) - Laura.e.adams@dwp.gov.uk
      2. Neil Waugh - neil.waugh@mcsaatchi.com
   4. The Client shall clearly articulate its high level security requirements so that the Agency can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.
   5. Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing and managing security.
   6. The Agency shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Government Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Government Data remains under the effective control of the Agency at all times.
   7. The Agency shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Client.
   8. The Client and the Agency acknowledge that information security risks are shared between the Parties and that a compromise of either the Agency or the Client’s security provisions represents an unacceptable risk to the Client requiring immediate communication and co-operation between the Parties.
2. **Information Security Management System (ISMS)**
   1. The Agency shall develop and submit to the Client, within twenty (20) Working Days after the Start Date, an information security management system for the purposes of this Contract and shall comply with the requirements of Paragraphs 3.4 to 3.6.
   2. The Agency acknowledges that the Client places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Agency shall be responsible for the effective performance of the ISMS.
   3. The Client acknowledges that;
      1. If the Client has not stipulated during a Further Competition that it requires a bespoke ISMS, the ISMS provided by the Agency may be an extant ISMS covering the Services and their implementation across the Agency’s estate; and
      2. Where the Client has stipulated that it requires a bespoke ISMS then the Agency shall be required to present the ISMS for the Client’s Approval.
   4. The ISMS shall:
      1. if the Client has stipulated that it requires a bespoke ISMS, be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Client Premises, the Sites, the Agency System, the Client System (to the extent that it is under the control of the Agency) and any ICT, information and data (including the Client’s Confidential Information and the Government Data) to the extent used by the Client or the Agency in connection with this Contract;
      2. meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph 7;
      3. at all times provide a level of security which:
         1. is in accordance with the Law and this Contract;
         2. complies with the Baseline Security Requirements;
         3. as a minimum demonstrates Good Industry Practice;
         4. where specified by a Client that has undertaken a Further Competition - complies with the Security Policy and the ICT Policy;
         5. complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4) (<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>)
         6. takes account of guidance issued by the Centre for Protection of National Infrastructure (<https://www.cpni.gov.uk>)
         7. complies with HMG Information Assurance Maturity Model and Assurance Framework (<https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm>)
         8. meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;
         9. addresses issues of incompatibility with the Agency’s own organisational security policies; and
         10. complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph 7;
      4. document the security incident management processes and incident response plans;
      5. document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which the Agency becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Client approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and
      6. be certified by (or by a person with the direct delegated authority of) a Agency’s main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Client in advance of issue of the relevant Security Management Plan).
   5. Subject to Paragraph 2 the references to Standards, guidance and policies contained or set out in Paragraph 3.4 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Agency from time to time.
   6. In the event that the Agency becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 3.4, the Agency shall immediately notify the Client Representative of such inconsistency and the Client Representative shall, as soon as practicable, notify the Agency as to which provision the Agency shall comply with.
   7. If the bespoke ISMS submitted to the Client pursuant to Paragraph 3.3.1 is Approved by the Client, it shall be adopted by the Agency immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not Approved by the Client, the Agency shall amend it within ten (10) Working Days of a notice of non-approval from the Client and re-submit it to the Client for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission of the ISMS to the Client. If the Client does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Client pursuant to this Paragraph 3 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 3.4 to 3.6 shall be deemed to be reasonable.
   8. Approval by the Client of the ISMS pursuant to Paragraph 3.7 or of any change to the ISMS shall not relieve the Agency of its obligations under this Schedule.
3. **Security Management Plan**
   1. Within twenty (20) Working Days after the Start Date, the Agency shall prepare and submit to the Client for Approval in accordance with Paragraph 4 fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph 4.2.
   2. The Security Management Plan shall:
      1. be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);
      2. comply with the Baseline Security Requirements and, where specified by the Client in accordance with paragraph 3.4.3 d, the Security Policy;
      3. identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Agency;
      4. detail the process for managing any security risks from Subcontractors and third parties authorised by the Client with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Client Premises, the Sites, the Agency System, the Client System (to the extent that it is under the control of the Agency) and any ICT, Information and data (including the Client’s Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;
      5. unless otherwise specified by the Client in writing, be developed to protect all aspects of the Deliverables and all processes associated with the delivery of the Deliverables, including the Client Premises, the Sites, the Agency System, the Client System (to the extent that it is under the control of the Agency) and any ICT, Information and data (including the Client’s Confidential Information and the Government Data) to the extent used by the Client or the Agency in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
      6. set out the security measures to be implemented and maintained by the Agency in relation to all aspects of the Deliverables and all processes associated with the delivery of the Deliverables and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Schedule (including the requirements set out in Paragraph 3.4);
      7. demonstrate that the Agency’s approach to delivery of the Deliverables has minimised the Client and Agency effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, ‘platform as a service’ offering from the G-Cloud catalogue);
      8. set out the plans for transitioning all security arrangements and responsibilities from those in place at the Start Date to those incorporated in the ISMS within the timeframe agreed between the Parties;
      9. set out the scope of the Client System that is under the control of the Agency;
      10. be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and
      11. be written in plain English in language which is readily comprehensible to the staff of the Agency and the Client engaged in the Deliverables and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.
   3. If the Security Management Plan submitted to the Client pursuant to Paragraph 4.1 is Approved by the Client, it shall be adopted by the Agency immediately and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not approved by the Client, the Agency shall amend it within ten (10) Working Days of a notice of non-approval from the Client and re-submit it to the Client for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission to the Client of the Security Management Plan. If the Client does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Client pursuant to this Paragraph may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
   4. Approval by the Client of the Security Management Plan pursuant to Paragraph 4.3 or of any change or amendment to the Security Management Plan shall not relieve the Agency of its obligations under this Schedule.
4. **Amendment of the ISMS and Security Management Plan**
   1. The ISMS and Security Management Plan shall be fully reviewed and updated by the Agency and at least annually to reflect:
      1. emerging changes in Good Industry Practice;
      2. any change or proposed change to the Agency System, the Deliverables and/or associated processes;
      3. any new perceived or changed security threats;
      4. where required in accordance with paragraph 3.4.3 d, any changes to the Security Policy;
      5. any new perceived or changed security threats; and
      6. any reasonable change in requirement requested by the Client.
   2. The Agency shall provide the Client with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Client. The results of the review shall include, without limitation:
      1. suggested improvements to the effectiveness of the ISMS;
      2. updates to the risk assessments;
      3. proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and
      4. suggested improvements in measuring the effectiveness of controls.
   3. Subject to Paragraph 5.4, any change which the Agency proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to Paragraph 5.1, a Client request, a change to Annex 1 (Security) or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Client.
   4. The Client may, acting reasonably, Approve and require changes or amendments to the ISMS or Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.
5. **Security Testing**
   1. The Agency shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Agency so as to minimise the impact on the delivery of the Deliverables and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Client. Subject to compliance by the Agency with the foregoing requirements, if any Security Tests adversely affect the Agency’s ability to deliver the Deliverables so as to meet the KPIs, the Agency shall be granted relief against any resultant under-performance for the period of the Security Tests.
   2. The Client shall be entitled to send a representative to witness the conduct of the Security Tests. The Agency shall provide the Client with the results of such Security Tests (in a form approved by the Client in advance) as soon as practicable after completion of each Security Test.
   3. Without prejudice to any other right of audit or access granted to the Client pursuant to this Contract, the Client and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Agency, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Agency's compliance with the ISMS and the Security Management Plan. The Client may notify the Agency of the results of such tests after completion of each such test. If any such Client’s test adversely affects the Agency’s ability to deliver the Deliverables so as to meet the KPIs, the Agency shall be granted relief against any resultant under-performance for the period of the Client’s test.
   4. Where any Security Test carried out pursuant to Paragraphs 6.2 or 6.3 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Agency shall promptly notify the Client of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Agency proposes to make in order to correct such failure or weakness. Subject to the Client's prior written Approval, the Agency shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Client or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Baseline Security Requirements) to this Schedule) or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to the Client.
   5. If any repeat Security Test carried out pursuant to Paragraph 6.4 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Contract.
6. **Complying with the ISMS**
   1. The Client shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001 and/or the Security Policy where such compliance is required in accordance with paragraph 3.4.3 d.
   2. If, on the basis of evidence provided by such security audits, it is the Client's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy are not being achieved by the Agency, then the Client shall notify the Agency of the same and give the Agency a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Agency does not become compliant within the required time then the Client shall have the right to obtain an independent audit against these standards in whole or in part.
   3. If, as a result of any such independent audit as described in Paragraph the Agency is found to be non-compliant with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy then the Agency shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Client in obtaining such audit.
7. **Security Breach**
   1. Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.
   2. Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 8.1, the Agency shall:
      1. immediately take all reasonable steps (which shall include any action or changes reasonably required by the Client) necessary to:
         1. minimise the extent of actual or potential harm caused by any Breach of Security;
         2. remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Client Property and/or Client Assets and/or ISMS to the extent that this is within the Agency’s control;
         3. apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Agency, if the mitigation adversely affects the Agency’s ability to provide the Deliverables so as to meet the relevant Service Level Performance Indicators, the Agency shall be granted relief against any resultant under-performance for such period as the Client, acting reasonably, may specify by written notice to the Agency;
         4. prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and
         5. supply any requested data to the Client (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Client’s request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
         6. as soon as reasonably practicable provide to the Client full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Client.
   3. In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the ISMS with the Security Policy (where relevant) or the requirements of this Schedule, then any required change to the ISMS shall be at no cost to the Client.
8. **Vulnerabilities and fixing them**
   1. The Client and the Agency acknowledge that from time to time vulnerabilities in the ICT Environment will be discovered which unless mitigated will present an unacceptable risk to the Client’s information.
   2. The severity of threat vulnerabilities for COTS Software shall be categorised by the Agency as ‘Critical’, ‘Important’ and ‘Other’ by aligning these categories to the vulnerability scoring according to the agreed method in the ISMS and using the appropriate vulnerability scoring systems including:
      1. the ‘National Vulnerability Database’ ‘Vulnerability Severity Ratings’: ‘High’, ‘Medium’ and ‘Low’ respectively (these in turn are aligned to CVSS scores as set out by NIST http://nvd.nist.gov/cvss.cfm); and
      2. Microsoft’s ‘Security Bulletin Severity Rating System’ ratings ‘Critical’, ‘Important’, and the two remaining levels (‘Moderate’ and ‘Low’) respectively.
   3. The Agency shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as ‘Critical’ within 14 days of release, ‘Important’ within 30 days of release and all ‘Other’ within 60 Working Days of release, except where:
      1. the Agency can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Agency asserts cannot be exploited within the context of a Service must be remedied by the Agency within the above timescales if the vulnerability becomes exploitable within the context of the Service;
      2. the application of a ‘Critical’ or ‘Important’ security patch adversely affects the Agency’s ability to deliver the Services in which case the Agency shall be granted an extension to such timescales of 5 days, provided the Agency had followed and continues to follow the security patch test plan agreed with the Client; or
      3. the Client agrees a different maximum period after a case-by-case consultation with the Agency under the processes defined in the ISMS.
   4. The Specification and Mobilisation Plan (if applicable) shall include provisions for major version upgrades of all COTS Software to be upgraded within 6 Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the ‘n-1 version’) throughout the Term unless:
      1. where upgrading such COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within 12 Months of release of the latest version; or
      2. is agreed with the Client in writing.
   5. The Agency shall:
      1. implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;
      2. ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Agency) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;
      3. ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the Contract Period;
      4. pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Agency) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 3.3.5;
      5. from the date specified in the Security Management Plan provide a report to the Client within five (5) Working Days of the end of each Month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of the Agency) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;
      6. propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;
      7. remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment); and
      8. inform the Client when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the ICT Environment and provide initial indications of possible mitigations.
   6. If the Agency is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 9, the Agency shall immediately notify the Client.
   7. A failure to comply with Paragraph 9.3 shall constitute a Default, and the Agency shall comply with the Rectification Plan Process.

**Part B – A****nnex 1:**

**Baseline security requirements**

1. **Handling Classified information**
   1. The Agency shall not handle Client information classified SECRET or TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information the Agency shall seek additional specific guidance from the Client.
2. **End user devices**
   1. When Government Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the National Cyber Security Centre (“NCSC”) to at least Foundation Grade, for example, under the NCSC Commercial Product Assurance scheme ("CPA").
   2. Devices used to access or manage Government Data and services must be under the management authority of Client or Agency and have a minimum set of security policy configuration enforced. These devices must be placed into a ‘known good’ state prior to being provisioned into the management authority of the Client. Unless otherwise agreed with the Client in writing, all Agency devices are expected to meet the set of security requirements set out in the End User Devices Security Guidance (<https://www.ncsc.gov.uk/guidance/end-user-device-security>). Where the guidance highlights shortcomings in a particular platform the Agency may wish to use, then these should be discussed with the Client and a joint decision shall be taken on whether the residual risks are acceptable. Where the Agency wishes to deviate from the NCSC guidance, then this should be agreed in writing on a case by case basis with the Client.
3. **Data Processing, Storage, Management and Destruction**
   1. The Supplier and Buyer recognise the need for the Buyer’s information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Buyer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Government Data will be subject to at all times.
   2. The Supplier shall agree any change in location of data storage, processing and administration with the Buyer in accordance with Clause 14 (Data protection).
   3. The Supplier shall:
      1. provide the Buyer with all Government Data on demand in an agreed open format;
      2. have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;
      3. securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and
      4. securely erase any or all Government Data held by the Supplier when requested to do so by the Buyer.
4. **Ensuring secure communications**
   1. The Buyer requires that any Government Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by NCSC, to at least Foundation Grade, for example, under CPA.
   2. The Buyer requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.
5. **Security by design**
   1. The Supplier shall apply the ‘principle of least privilege’ (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Government Data.
   2. When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a NCSC certification (<https://www.ncsc.gov.uk/section/products-services/ncsc-certification>) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).
6. **Security of Supplier Staff**
   1. Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.
   2. The Supplier shall agree on a case by case basis Supplier Staff roles which require specific government clearances (such as ‘SC’) including system administrators with privileged access to IT systems which store or process Government Data.
   3. The Supplier shall prevent Supplier Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Government Data except where agreed with the Buyer in writing.
   4. All Supplier Staff that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.
   5. Where the Supplier or Subcontractors grants increased ICT privileges or access rights to Supplier Staff, those Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.
7. **Restricting and monitoring access**
   1. The Supplier shall operate an access control regime to ensure all users and administrators of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) are uniquely identified and authenticated when accessing or administering the Services. Applying the ‘principle of least privilege’, users and administrators shall be allowed access only to those parts of the ICT Environment that they require. The Supplier shall retain an audit record of accesses.
8. **Audit**
   1. The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:
      1. Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.
      2. Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.
   2. The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
   3. The Supplier shall retain audit records collected in compliance with this Paragraph 8 for a period of at least 6 Months.

**Call-Off Schedule 10 (Exit Management)**

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

|  |  |
| --- | --- |
| **"Exclusive Assets"** | 1. Agency Assets used exclusively by the Agency in the provision of the Deliverables; |
| **"Exit Information"** | 1. has the meaning given to it in Paragraph 3.1 of this Schedule; |
| **"Exit Manager"** | 1. the person appointed by each Party to manage their respective obligations under this Schedule; |
| **“Exit Plan”** | 1. the plan produced and updated by the Agency during the Initial Period in accordance with Paragraph 4 of this Schedule; |
| **"Net Book Value"** | 1. the current net book value of the relevant Agency Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Agency (which the Agency shall ensure is in accordance with Good Industry Practice); |
| **"Non-Exclusive Assets"** | 1. those Agency Assets used by the Agency in connection with the Deliverables but which are also used by the Agency for other purposes; |
| **"Registers"** | 1. the register and configuration database referred to in Paragraph 2.2 of this Schedule; |
| **"Replacement Goods"** | 1. any goods which are substantially similar to any of the Goods and which the Client receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Client internally and/or by any third party; |
| **"Replacement Services"** | 1. any services which are substantially similar to any of the Services and which the Client receives in substitution for any of the Services following the End Date, whether those goods are provided by the Client internally and/or by any third party; |
| **"Termination Assistance"** | 1. the activities to be performed by the Agency pursuant to the Exit Plan, and other assistance required by the Client pursuant to the Termination Assistance Notice; |
| **"Termination Assistance Notice"** | 1. has the meaning given to it in Paragraph 5.1 of this Schedule; |
| **"Termination Assistance Period"** | 1. the period specified in a Termination Assistance Notice for which the Agency is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule; |
| **"Transferable Assets"** | 1. Exclusive Assets which are capable of legal transfer to the Client ; |
| **"Transferable Contracts"** | 1. Sub-Contracts, licences for the Agency's software, licences for third party software or other agreements which are necessary to enable the Client or any Replacement agency to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation; |
| **"Transferring Assets"** | 1. has the meaning given to it in Paragraph 8.2.1 of this Schedule; |
| **"Transferring Contracts"** | 1. has the meaning given to it in Paragraph 8.2.3 of this Schedule. |

1. **Agency must always be prepared for contract exit**
   1. The Agency shall within 30 days from the Start Date provide to the Client a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
   2. During the Contract Period, the Agency shall promptly:
      1. create and maintain a detailed register of all Agency Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
      2. create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Agency provides the Deliverables

("**Registers**").

* 1. The shall:
     1. ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
     2. procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Client) at the request of the Client to the Client (and/or its nominee) and/or any Replacement Agency upon the Agency ceasing to provide the Deliverables (or part of them) and if the Agency is unable to do so then the Agency shall promptly notify the Client and the Client may require the Agency to procure an alternative Subcontractor or provider of Deliverables.
  2. Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.
  3. The Agency shall ensure at no cost to the Client that all digital data that is the Existing IPR of the Client or New IPR to be assigned to the Client can be identified and returned to the Client in an open format on demand and advise the Client of any Transferable Contracts and technical information that would assist in the continued use of such data.

1. **Assisting re-competition for Deliverables**
   1. The Agency shall, on reasonable notice, provide to the Client and/or its potential Replacement Agencys (subject to the potential Replacement Agencys entering into reasonable written confidentiality undertakings), such information (including any access) as the Client shall reasonably require in order to facilitate the preparation by the Client of any invitation to tender and/or to facilitate any potential Replacement Agencys undertaking due diligence (the "**Exit Information**").
   2. The Agency acknowledges that the Client may disclose the Agency's Confidential Information (excluding the Agency’s or its Subcontractors’ prices or costs) to an actual or prospective Replacement Agency to the extent that such disclosure is necessary in connection with such engagement.
   3. The Agency shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Client within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Client in relation to any such changes).
   4. The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Agency.
2. **Exit Plan**
   1. The Agency shall, within three (3) Months after the Start Date, deliver to the Client an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Client.
   2. The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
   3. The Exit Plan shall set out, as a minimum:
      1. a detailed description of both the transfer and cessation processes, including a timetable;
      2. how the Deliverables will transfer to the Replacement Agency and/or the Client;
      3. details of any contracts which will be available for transfer to the Client and/or the Replacement Agency upon the Expiry Date together with any reasonable costs required to effect such transfer;
      4. proposals for the training of key members of the Replacement Agency’s staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
      5. proposals for providing the Client or a Replacement Agency copies of all documentation (including without limitation database schema and any other digital resources) relating to the use and operation of the Deliverables and required for their continued use;
      6. proposals for the assignment or novation of all services utilised by the Agency in connection with the supply of the Deliverables;
      7. proposals for the identification and return, or transfer to the Replacement Agency, of all Client Assets in the possession of and/or control of the Agency or any third party;
      8. proposals for the disposal of any redundant Deliverables and materials;
      9. how the Agency will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
      10. any other information or assistance reasonably required by the Client or a Replacement Agency.
   4. The Agency shall:
      1. maintain and update the Exit Plan (and risk management plan) no less frequently than:
         1. every six (6) months throughout the Contract Period; and
         2. no later than twenty five (25) Working Days after a request from the Client for an up-to-date copy of the Exit Plan;
         3. as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
         4. as soon as reasonably possible following, and in any event no later than [twenty (20) Working Days] following, any material change to the Deliverables (including all changes under the Variation Procedure); and
      2. jointly review and verify the Exit Plan if required by the Client and promptly correct any identified failures.
   5. Only if (by notification to the Agency in writing) the Client agrees with a draft Exit Plan provided by the Agency under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
   6. A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Agency.
3. **Termination Assistance**
   1. The Client shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Agency (a **"Termination Assistance Notice"**) at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
      1. the nature of the Termination Assistance required; and
      2. the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.
   2. The Client shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
      1. no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and
      2. the Client shall notify the Agency of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.
   3. The Client shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Agency.
   4. In the event that Termination Assistance is required by the Client but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Agency will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Client approved version of the Exit Plan (insofar as it still applies).
4. **Termination Assistance Period**
   1. Throughout the Termination Assistance Period the Agency shall:
      1. continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Client, provide the Termination Assistance;
      2. provide to the Client and/or its Replacement Agency any reasonable assistance and/or access requested by the Client and/or its Replacement Agency including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Client and/or its Replacement Agency;
      3. use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Client;
      4. subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Key Performance Indicators (KPI’s) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Agency's obligations under this Contract;
      5. at the Client's request and on reasonable notice, deliver up-to-date Registers to the Client;
      6. seek the Client's prior written consent to access any Client Premises from which the de-installation or removal of Agency Assets is required.
   2. If it is not possible for the Agency to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Client, any additional costs incurred by the Agency in providing such reasonable assistance shall be subject to the Variation Procedure.
   3. If the Agency demonstrates to the Client's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Agency's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels accordingly.
5. **Obligations when the contract is terminated** 
   1. The Agency shall comply with all of its obligations contained in the Exit Plan.
   2. Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Agency's performance of the Deliverables and the Termination Assistance), the Agency shall:
      1. vacate any Client Premises;
      2. remove the Agency Equipment together with any other materials used by the Agency to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Agency is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Agency;
      3. provide access during normal working hours to the Client and/or the Replacement Agency for up to twelve (12) Months after expiry or termination to:
         1. such information relating to the Deliverables as remains in the possession or control of the Agency; and
         2. such members of the Agency Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Agency, provided that the Client and/or the Replacement Agency shall pay the reasonable costs of the Agency actually incurred in responding to such requests for access.
   3. Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Client to the Agency in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.
6. **Assets, Sub-contracts and Software**
   1. Following notice of termination of this Contract and during the Termination Assistance Period, the Agency shall not, without the Client's prior written consent:
      1. terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
      2. (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Agency Assets or acquire any new Agency Assets.
   2. Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Agency, the Client shall notify the Agency setting out:
      1. which, if any, of the Transferable Assets the Client requires to be transferred to the Client and/or the Replacement Agency ("**Transferring Assets**");
      2. which, if any, of:
         1. the Exclusive Assets that are not Transferable Assets; and
         2. the Non-Exclusive Assets,

the Client and/or the Replacement Agency requires the continued use of; and

* + 1. which, if any, of Transferable Contracts the Client requires to be assigned or novated to the Client and/or the Replacement Agency (the **"Transferring Contracts"**),

in order for the Client and/or its Replacement Agency to provide the Deliverables from the expiry of the Termination Assistance Period. The Agency shall provide all reasonable assistance required by the Client and/or its Replacement Agency to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

* 1. With effect from the expiry of the Termination Assistance Period, the Agency shall sell the Transferring Assets to the Client and/or the Replacement Agency for their Net Book Value less any amount already paid for them through the Charges.
  2. Risk in the Transferring Assets shall pass to the Client or the Replacement Agency (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
  3. Where the Client and/or the Replacement Agency requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Agency shall as soon as reasonably practicable:
     1. procure a non-exclusive, perpetual, royalty-free licence for the Client and/or the Replacement Agency to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
     2. procure a suitable alternative to such assets, the Client or the Replacement Agency to bear the reasonable proven costs of procuring the same.
  4. The Agency shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Client and/or the Replacement Agency. The Agency shall execute such documents and provide such other assistance as the Client reasonably requires to effect this novation or assignment.
  5. The Client shall:
     1. accept assignments from the Agency or join with the Agency in procuring a novation of each Transferring Contract; and
     2. once a Transferring Contract is novated or assigned to the Client and/or the Replacement Agency, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Agency does the same.
  6. The Agency shall hold any Transferring Contracts on trust for the Client until the transfer of the relevant Transferring Contract to the Client and/or the Replacement Agency has taken place.
  7. The Agency shall indemnify the Client (and/or the Replacement Agency, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Client (and/or Replacement Agency) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

1. **No charges**
   1. Unless otherwise stated, the Client shall not be obliged to pay for costs incurred by the Agency in relation to its compliance with this Schedule.
2. **Dividing the bills**
   1. All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Client and/or the Replacement and the Agency as follows:
      1. the amounts shall be annualised and divided by 365 to reach a daily rate;
      2. the Client or Replacement Agency (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
      3. the Agency shall be responsible for or entitled to (as the case may be) the rest of the invoice.

**Call-Off Schedule 13 (Implementation Plan and Testing)**

**Part A - Implementation**

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

|  |  |
| --- | --- |
| **"Delay"** | 1. a delay in the Achievement of a Milestone by its Milestone Date; or 2. a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan; |
| **"Deliverable Item"** | 1. an item or feature in the supply of the Deliverables delivered or to be delivered by the Agency at or before a Milestone Date listed in the Implementation Plan; |
| **"Milestone Payment"** | 1. a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone; |
| **Implementation Period"** | 1. has the meaning given to it in Paragraph 7.1; |

1. **Agreeing and following the Implementation Plan**
   1. A draft of the Implementation Plan is set out in the Annex to this Schedule. The Agency shall provide a further draft Implementation Plan [10 number of days] days after the Call-Off Contract Start Date.
   2. The draft Implementation Plan:
      1. must contain information at the level of detail necessary to manage the implementation stage effectively and as the Client may otherwise require; and
      2. it shall take account of all dependencies known to, or which should reasonably be known to, the Agency.
   3. Following receipt of the draft Implementation Plan from the Agency, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
   4. The Agency shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.
   5. The Agency shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Client on such performance.
2. **Reviewing and changing the Implementation Plan**
   1. Subject to Paragraph 4.3, the Agency shall keep the Implementation Plan under review in accordance with the Client’s instructions and ensure that it is updated on a regular basis.
   2. The Client shall have the right to require the Agency to include any reasonable changes or provisions in each version of the Implementation Plan.
   3. Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
   4. Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Agency to comply with the Implementation Plan shall be a material Default.
3. **Security requirements before the Start Date**
   1. The Agency shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Agency Staff have the necessary security clearance in place before the Call-Off Start Date. The Agency shall ensure that this is reflected in their Implementation Plans.
   2. The Agency shall ensure that all Agency Staff and Subcontractors do not access the Client's IT systems, or any IT systems linked to the Client, unless they have satisfied the Client's security requirements.
   3. The Agency shall be responsible for providing all necessary information to the Client to facilitate security clearances for Agency Staff and Subcontractors in accordance with the Client's requirements.
   4. The Agency shall provide the names of all Agency Staff and Subcontractors and inform the Client of any alterations and additions as they take place throughout the Call-Off Contract.
   5. The Agency shall ensure that all Agency Staff and Subcontractors requiring access to the Client Premises have the appropriate security clearance. It is the Agency's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Client, the Agency shall be responsible for meeting the costs associated with the provision of security cleared escort services.
   6. If a property requires Agency Staff or Subcontractors to be accompanied by the Client’s Authorised Representative, the Client must be given reasonable notice of such a requirement, except in the case of emergency access.
4. **What to do if there is a Delay**
   1. If the Agency becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
      1. notify the Client as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
      2. include in its notification an explanation of the actual or anticipated impact of the Delay;
      3. comply with the Client’s instructions in order to address the impact of the Delay or anticipated Delay; and
      4. use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.
5. **Compensation for a Delay**
   1. If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Agency shall pay to the Client such Delay Payments (calculated as set out by the Client in the Implementation Plan) and the following provisions shall apply:
      1. the Agency acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Client as a result of the Agency’s failure to Achieve the corresponding Milestone;
      2. Delay Payments shall be the Client's exclusive financial remedy for the Agency’s failure to Achieve a Milestone by its Milestone Date except where:
         1. the Client is entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Client can end this contract); or
         2. the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;
      3. the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;
      4. no payment or other act or omission of the Client shall in any way affect the rights of the Client to recover the Delay Payments or be deemed to be a waiver of the right of the Client to recover any such damages; and
      5. Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).
6. Implementation Plan
   1. The Implementation Period will be a two (2) week period.
   2. During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Call-Off Start Date or as otherwise formally agreed with the Client. The Agency's full service obligations shall formally be assumed on the Call-Off Start Date as set out in Order Form.
   3. In accordance with the Implementation Plan, the Agency shall:
      1. work cooperatively and in partnership with the Client, and other Framework Agency(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
      2. work with the Client to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
      3. produce a Implementation Plan, to be agreed by the Client, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.
   4. The Implementation Plan will include detail stating:
      1. a communications plan, to be produced and implemented by the Agency, but to be agreed with the Client, including the frequency, responsibility for and nature of communication with the Client and end users of the Services.
   5. In addition, the Agency shall:
      1. appoint an Agency Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Client;
      2. mobilise all the Services specified in the Specification within the Call-Off Contract;
         1. the format of reports and programmes shall be in accordance with the Client's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Client's approval; and
         2. the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Agency to the Client, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
      3. manage and report progress against the Implementation Plan;
      4. construct and maintain a Implementation risk and issue register in conjunction with the Client detailing how risks and issues will be effectively communicated to the Client in order to mitigate them;
      5. attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Client's requirements during the Implementation Period. Implementation meetings shall be chaired by the Client and all meeting minutes shall be kept and published by the Agency; and
      6. ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Agency.]

**Annex 1: Implementation Plan**

The Implementation Plan is set out below and the Milestones to be Achieved to be agreed once an agency is appointed

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Milestone | Deliverable Items | Duration | Milestone Date | Client Responsibilities | Milestone Payments | Delay Payments |
| Provide Draft implementation plan | Draft implementation plan | 2 Weeks | 3 weeks from contract date | Agree plan | N/A | N/A |
| Provide key personal details | Key personal details provided to Agency | 1 week | 1 week from contract date | Share Agency personal details |  |  |
| The Milestones will be Achieved in accordance with this Call-Off Schedule 13: (Implementation Plan and Testing)  For the purposes of Paragraph 6.1.2 the Delay Period Limit shall be - N/A. | | | | | | |

**Part B – Testing**

**Definitions**

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

|  |  |
| --- | --- |
| **"Component"** | 1. any constituent parts of the Deliverables; |
| **"Material Test Issue"** | 1. a Test Issue of Severity Level 1 or Severity Level 2; |
| **"Satisfaction Certificate"** | 1. a certificate materially in the form of the document contained in Annex 2 issued by the Client when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria; |
| **"Severity Level"** | 1. the level of severity of a Test Issue, the criteria for which are described in Annex 1; |
| **"Test Issue Management Log"** | 1. a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule; |
| **"Test Issue Threshold"** | 1. in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan; |
| **"Test Reports"** | 1. the reports to be produced by the Agency setting out the results of Tests; |
| **"Test Specification"** | 1. the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of this Schedule; |
| **"Test Strategy"** | 1. a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule; |
| **"Test Success Criteria"** | 1. in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule; |
| **"Test Witness"** | 1. any person appointed by the Client pursuant to Paragraph 9 of this Schedule; and |
| **"Testing Procedures"** | 1. the applicable testing procedures and Test Success Criteria set out in this Schedule. |

1. **How testing should work**
   1. All Tests conducted by the Agency shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.
   2. The Agency shall not submit any Deliverable for Testing:
      1. unless the Agency is reasonably confident that it will satisfy the relevant Test Success Criteria;
      2. until the Client has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and
      3. until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).
   3. The Agency shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.
   4. Prior to the issue of a Satisfaction Certificate, the Client shall be entitled to review the relevant Test Reports and the Test Issue Management Log.
2. **Planning for testing**
   1. The Agency shall develop the final Test Strategy as soon as practicable after the Start Date but in any case no later than twenty (20) Working Days after the Start Date.
   2. The final Test Strategy shall include:
      1. an overview of how Testing will be conducted in relation to the Implementation Plan;
      2. the process to be used to capture and record Test results and the categorisation of Test Issues;
      3. the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;
      4. the procedure to be followed to sign off each Test;
      5. the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;
      6. the names and contact details of the Client and the Agency's Test representatives;
      7. a high level identification of the resources required for Testing including Client and/or third party involvement in the conduct of the Tests;
      8. the technical environments required to support the Tests; and
      9. the procedure for managing the configuration of the Test environments.
3. **Preparing for Testing**
   1. The Agency shall develop Test Plans and submit these for Approval as soon as practicable but in any case no later than twenty (20) Working Days prior to the start date for the relevant Testing as specified in the Implementation Plan.
   2. Each Test Plan shall include as a minimum:
      1. the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and
      2. a detailed procedure for the Tests to be carried out.
   3. The Client shall not unreasonably withhold or delay its approval of the Test Plan provided that the Agency shall implement any reasonable requirements of the Client in the Test Plan.
4. **Passing Testing**
   1. The Test Success Criteria for all Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 4.
5. **How Deliverables will be tested**
   1. Following approval of a Test Plan, the Agency shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).
   2. Each Test Specification shall include as a minimum:
      1. the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Client and the extent to which it is equivalent to live operational data;
      2. a plan to make the resources available for Testing;
      3. Test scripts;
      4. Test pre-requisites and the mechanism for measuring them; and
      5. expected Test results, including:
         1. a mechanism to be used to capture and record Test results; and
         2. a method to process the Test results to establish their content.
6. **Performing the tests**
   1. Before submitting any Deliverables for Testing the Agency shall subject the relevant Deliverables to its own internal quality control measures.
   2. The Agency shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3.
   3. The Agency shall notify the Client at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Client shall ensure that the Test Witnesses attend the Tests.
   4. The Client may raise and close Test Issues during the Test witnessing process.
   5. The Agency shall provide to the Client in relation to each Test:
      1. a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and
      2. the final Test Report within 5 Working Days of completion of Testing.
   6. Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
      1. an overview of the Testing conducted;
      2. identification of the relevant Test Success Criteria that have/have not been satisfied together with the Agency's explanation of why any criteria have not been met;
      3. the Tests that were not completed together with the Agency's explanation of why those Tests were not completed;
      4. the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and
      5. the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
   7. When the Agency has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
   8. Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Client shall be entitled to recover from the Agency, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
   9. If the Agency successfully completes the requisite Tests, the Client shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Agency shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.
7. **Discovering Problems**
   1. Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Agency shall log Test Issues reflecting the Severity Level allocated to each Test Issue.
   2. The Agency shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Agency shall make the Test Issue Management Log available to the Client upon request.
   3. The Client shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Agency. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.
8. **Test witnessing**
   1. The Client may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Client, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
   2. The Agency shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
   3. The Test Witnesses:
      1. shall actively review the Test documentation;
      2. will attend and engage in the performance of the Tests on behalf of the Client so as to enable the Client to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
      3. shall not be involved in the execution of any Test;
      4. shall be required to verify that the Agency conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
      5. may produce and deliver their own, independent reports on Testing, which may be used by the Client to assess whether the Tests have been Achieved;
      6. may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
   4. may require the Agency to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.
9. **Auditing the quality of the test**
   1. The Client or an agent or contractor appointed by the Client may perform on-going quality audits in respect of any part of the Testing (each a "**Testing Quality Audit**") subject to the provisions set out in the agreed Quality Plan.
   2. The Agency shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
   3. The Client will give the Agency at least 5 Working Days' written notice of the Client’s intention to undertake a Testing Quality Audit.
   4. The Agency shall provide all reasonable necessary assistance and access to all relevant documentation required by the Client to enable it to carry out the Testing Quality Audit.
   5. If the Testing Quality Audit gives the Client concern in respect of the Testing Procedures or any Test, the Client shall prepare a written report for the Agency detailing its concerns and the Agency shall, within a reasonable timeframe, respond in writing to the Client’s report.
   6. In the event of an inadequate response to the written report from the Agency, the Client (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Client.
10. **Outcome of the testing**
    1. The Client will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
    2. If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Client shall notify the Agency and:
       1. the Client may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
       2. the Client may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Agency to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
       3. where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Agency to meet a Milestone, then without prejudice to the Client’s other rights and remedies, such failure shall constitute a material Default*.*
    3. The Client shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Agency any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.
    4. The Client shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
       1. the issuing by the Client of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
       2. performance by the Agency to the reasonable satisfaction of the Client of any other tasks identified in the Implementation Plan as associated with that Milestone.
    5. The grant of a Satisfaction Certificate shall entitle the Agency to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).
    6. If a Milestone is not Achieved, the Client shall promptly issue a report to the Agency setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.
    7. If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Client shall issue a Satisfaction Certificate.
    8. If there is one or more Material Test Issue(s), the Client shall refuse to issue a Satisfaction Certificate and, without prejudice to the Client’s other rights and remedies, such failure shall constitute a material Default.
    9. If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Client may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
       1. any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Client agrees otherwise (in which case the Agency shall submit a Rectification Plan for approval by the Client within 10 Working Days of receipt of the Client’s report pursuant to Paragraph 10.5); and
       2. where the Client issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.
11. **Risk**
    1. The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:
       1. operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Client’s requirements for that Deliverable or Milestone; or
       2. affect the Client’s right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.

**Annex 1: Test Issues – Severity Levels**

1. **Severity 1 Error**
   1. This is an error that causes non-recoverable conditions, e.g. it is not possible to continue using a Component.
2. **Severity 2 Error**
   1. This is an error for which, as reasonably determined by the Client, there is no practicable workaround available, and which:
      1. causes a Component to become unusable;
      2. causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or
      3. has an adverse impact on any other Component(s) or any other area of the Deliverables;
3. **Severity 3 Error**
   1. This is an error which:
      1. causes a Component to become unusable;
      2. causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
      3. has an impact on any other Component(s) or any other area of the Deliverables;

but for which, as reasonably determined by the Client, there is a practicable workaround available;

1. **Severity 4 Error**
   1. This is an error which causes incorrect functionality of a Component or process, but for which there is a simple, Component based, workaround, and which has no impact on the current Test, or other areas of the Deliverables.
2. **Severity 5 Error**
   1. This is an error that causes a minor problem, for which no workaround is required, and which has no impact on the current Test, or other areas of the Deliverables.

**Annex 2: Satisfaction Certificate**

To: [insert name of Agency]

From: [insert name of Client]

[insert Date dd/mm/yyyy]

Dear Sirs,

**Satisfaction Certificate**

Deliverable/Milestone(s): [Insert relevant description of the agreed Deliverables/Milestones].

We refer to the agreement (**"Call-Off Contract"**) [insert Call-Off Contract reference number] relating to the provision of the [insert description of the Deliverables] between the [*insert Client name*] (**"Client"**) and [*insert Agency name*] (**"Agency"**) dated [*insert Call-Off Start Date dd/mm/yyyy*].

The definitions for any capitalised terms in this certificate are as set out in the Call-Off Contract.

[We confirm that all the Deliverables relating to [insert relevant description of Deliverables/agreed Milestones and/or reference number(s) from the Implementation Plan] have been tested successfully in accordance with the Test Plan [or that a conditional Satisfaction Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria].

[OR]

[This Satisfaction Certificate is granted on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]

[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with Clause 4 (Pricing and payments)].

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Client]

**Call-Off Schedule 14 (Service Levels)**

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

|  |  |
| --- | --- |
| **“Critical Service Level Failure”** | has the meaning given to it in the Order Form; |
| **"Service Level Failure"** | 1. means a failure to meet the Service Level Performance Measure in respect of a Service Level; |
| **"Service Level Performance Measure"** | 1. shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and |
| **"Service Level Threshold"** | 1. shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule. |

1. **What happens if you don’t meet the Service Levels**
   1. The Agency shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
   2. The Agency shall send Performance Monitoring Reports to the Client detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
   3. Not more than once in each Contract Year, the Client may, on giving the Agency at least three (3) Months’ notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Agency shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
      1. the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
      2. the principal purpose of the change is to reflect changes in the Client's business requirements and/or priorities or to reflect changing industry standards; and
2. **Critical Service Level Failure**

On the occurrence of a Critical Service Level Failure:

* 1. the Client shall be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Agency in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this paragraph 3 shall be without prejudice to the right of the Client to terminate this Contract and/or to claim damages from the Agency for material Default.

**Part A: Service Levels**

1. **Service Levels**

If the level of performance of the Agency:

* 1. is likely to or fails to meet any Service Level Performance Measure; or
  2. is likely to cause or causes a Critical Service Failure to occur,

the Agency shall immediately notify the Client in writing and the Client, in its absolute discretion and without limiting any other of its rights, may:

* + 1. require the Agency to immediately take all remedial action that is reasonable to mitigate the impact on the Client and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
    2. instruct the Agency to comply with the Rectification Plan Process;
    3. if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

**Annex A to Part A: Services Levels /KPI**

|  |  |  |  |
| --- | --- | --- | --- |
| Service Levels / KPI | | | |
| Service Level Performance Criterion / KPI | Key Indicator | Service Level Performance Measure | Service Level Threshold |
| Accurate and timely billing of Client | Agency provides Accurate and Timely invoices within 30 days of satisfactory delivery of agreed activity milestone | at least 98% at all times | 97% |
| Access to Client support | Agency ensures Availability of Account team to be contact between the hours of 8:00 am to 17:00 pm Monday to Friday except bank holidays. Responding to queries and requests within 1 working day, including refining brief and granting access to systems and submission of MI. | at least 98% at all times | 97% |
| Service Delivery | Agency ensures that all services provided addresses the requirements of each Creative brief within time frame specified on each of the projects provided by the Authority | 100% of the time. | 99% |
| Account Management | Agency provides sufficient resource for each creative proposal and maintain the overarching resource to ensure the deadlines within the agreed proposal are met. | 98% of the time | 97% |
| Account Management | Agency ensures that the service is consistent and key personnel remain on the account. Any changes to the individuals working on this account must be made known to the customer within 24 hrs | 97% of the time |  |
| Response times and Complaints Management | Complaints management:  The Supplier shall acknowledge all contact (including but not limited to emails/calls/fax/voice mail - automated acknowledgement emails do not count as a response) regarding risks, issues, concerns, questions and complaints in relation to the Services within four (4) business hours of receipt and resolve them satisfactorily.  1) Updates on how the Supplier is proactively working to seek a resolution shall be provided to the Buyer at intervals of 2 Working Days, until a satisfactory resolution has been agreed which is mutually acceptable to both Parties.  2) 97% of complaints and issues to be resolved within 3 Working Days unless referred to a third-party supplier.  3) If a complaint/issue is referred to a third-party supplier these are to be:  a) resolved within 28 days or  b) an update provided every 5 Working Days until a satisfactory conclusion is reached. | 98% of the time  1) 98% of the time  2) 97% of the time  3a) 98% of the time  3b) 98% of the time | 97%  1) 97%  2) 97%  3a) 97%  3b) 97% |

**Part B: Performance Monitoring**

1. **Performance Monitoring and Performance Review**
   1. Within twenty (20) Working Days of the Start Date the Agency shall provide the Client with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
   2. The Agency shall provide the Client with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
      1. for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
      2. a summary of all failures to achieve Service Levels that occurred during that Service Period;
      3. details of any Critical Service Level Failures;
      4. for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
      5. such other details as the Client may reasonably require from time to time.
   3. The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Agency and the Client of the Performance Monitoring Reports. The Performance Review Meetings shall:
      1. take place within one (1) week of the Performance Monitoring Reports being issued by the Agency at such location and time (within normal business hours) as the Client shall reasonably require;
      2. be attended by the Agency's Representative and the Client’s Representative; and
      3. be fully minuted by the Agency and the minutes will be circulated by the Agency to all attendees at the relevant meeting and also to the Client’s Representative and any other recipients agreed at the relevant meeting.
   4. The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Agency's Representative and the Client’s Representative at each meeting.
   5. The Agency shall provide to the Client such documentation as the Client may reasonably require in order to verify the level of the performance by the Agency for any specified Service Period.
2. **Satisfaction Surveys**
   1. The Client may undertake satisfaction surveys in respect of the Agency's provision of the Deliverables. The Client shall be entitled to notify the Agency of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

**Call-Off Schedule 15 (Call-Off Contract Management)**

**1. Definitions**

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

|  |  |
| --- | --- |
| **"Contract Manager"** | the manager appointed in accordance with paragraph 2.1 of this Schedule; |

**2. Managing the contract**

2.1 The Agency and the Client shall each appoint a Contract Manager for the purposes of this Contract through whom the provision of the Deliverables shall be managed day-to-day.

2.2 The Parties shall ensure that appropriate resource and expertise is made available to deliver the aims, objectives and specific provisions of the Contract. The Client will give the Agency instructions as to its requirements for the Deliverables. These will be included in a Statement of Work and may include start and end dates for each stage of the proposed Deliverables.

2.3 During the Contract Period, the Agency will:

2.3.1 keep the Client fully informed as to the progress and status of all Deliverables, by preparing and submitting written reports at such intervals and in such format as is agreed by the Parties; and

2.3.2 promptly inform the Client of any actual or anticipated problems relating to provision of the Deliverables. Receipt of communication from the Agency by the Client does not absolve the Agency from its responsibilities, obligations or liabilities under the Contract.

2.4 During the Contract Period, the Parties’ respective Contract Managers will arrange and attend meetings to review the status and progress of the Deliverables and to seek to resolve any issues that have arisen. These meetings will be held at locations and intervals as agreed by the Parties.

2.5 Unless otherwise agreed in the Statement of Work, the Agency will produce contact reports providing each Party with a written record of matters of substance discussed at meetings or in telephone conversations between the parties within 3 Working Days of such discussions. If the Client does not question any of the subject matter of a contact report within 7 Working Days of its receipt, it will be taken to be a correct record of the meeting or telephone conversation.

3. **Approvals and Authority**

3.1 For the purposes of this Contract, any reference to Client Approval means written approval in one of the following ways:

3.1.1 the Client issuing a purchase order bearing the signature of an Authorised Client Approver, or

3.1.2 e-mail from the individual business e-mail address of an Authorised Client Approver, or

3.1.3 the signature of an Authorised Client Approver on the Agency’s documentation.

3.2 Any reference to Agency Approval means written approval in one of the following ways:

3.2.1 e-mail from the individual business e-mail address of an Authorised Agency Approver, or

3.2.2 the signature of an Authorised Agency Approver on the Client’s documentation.

3.3 The Agency will seek the Client’s prior Approval of:

3.3.1 any estimates or quotations for any costs to be paid by the Client that are not agreed in a Statement of Work; and

3.3.2 any creative treatments, including but not limited to scripts, messaging, storyboards, copy, layouts, design, artwork, or proposed marketing activity.

3.4 The Agency will seek the Client’s prior Approval of any draft Deliverables. The Client’s Approval will be the Agency’s authority to proceed with the use of the relevant Deliverables.

3.5 If the Client does not approve of any matter requiring Approval, it must notify the Agency of its reasons for disapproval within 14 days of the Agency’s request.

3.6 If the Client delays approving or notifying the Agency as to its disapproval, the Agency will not be liable for any resulting delays or adverse impact caused to the delivery of the Statement of Work.

4. **Monitoring Campaign Performance**

4.1 The Agency agrees to provide access to data and support for Audits undertaken by the Client and its Auditors under the CRTPA relating to campaign performance under the Contract during and after campaigns.

4.2 The Agency will fully comply with all remote access requests.

4.3 The Auditor may share data with relevant key stakeholders as necessary to complete the work. Where the Client carries out an Audit it will own the resulting report and may share non-sensitive outcomes as appropriate.

4.4 The Agency and the Client will agree a plan to address Audit findings to optimise campaign performance.

5. **Contract Risk Management**

5.1 Both Parties will proactively manage risks attributed to them under the terms of this Contract.

5.2 The Agency will develop, operate, maintain and amend, as agreed with the Client, processes for:

5.2.1 the identification and management of risks;

5.2.2 the identification and management of issues; and

5.2.3 monitoring and controlling project plans.

6. **International Work**

6.1 The management and process for Client billing under Statements of Work including international work is to be agreed prior to the commencement of the Statement of Work and set out in the Statement of Work or Letter of Appointment.

Annex: Contract Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

* [Biannual ways of working reviews with The Authority lead and account specialists
* Quarterly review against KPIs and SLAs
* Quarterly finance meetings with the Authorities Finance representative within DWPs Communications Directorate

**Call-Off Schedule 16 (Benchmarking)**

1. **DEFINITIONS**
   1. In this Schedule, the following expressions shall have the following meanings:

|  |  |
| --- | --- |
| **"Benchmark Review"** | 1. a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value; |
| **"Benchmarked Deliverables"** | 1. any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule; |
| **"Comparable Rates"** | 1. the Charges for Comparable Deliverables; |
| **"Comparable Deliverables"** | 1. deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Agency shall propose an approach for developing a comparable Deliverables benchmark; |
| **"Comparison Group"** | 1. a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Agency or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Agency or which, are best practice organisations; |
| **"Equivalent Data"** | 1. data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group; |
| **"Good Value"** | 1. that the Benchmarked Rates are within the Upper Quartile; and |
| **"Upper Quartile"** | 1. in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables. |

1. **When you should use this Schedule**
   1. The Agency acknowledges that the Client wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.
   2. This Schedule sets to ensure the Contracts represent value for money throughout and that the Client may terminate the Contract by issuing a Termination Notice to the Agency if the Agency refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.
   3. Amounts payable under this Schedule shall not fall with the definition of a Cost.
2. **Benchmarking**
   1. **How benchmarking works**
      1. The Client and the Agency recognise that, where specified in Framework Schedule 4 (Framework Management), the Client may give CCS the right to enforce the Client's rights under this Schedule.
      2. The Client may, by written notice to the Agency, require a Benchmark Review of any or all of the Deliverables.
      3. The Client shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Commencement Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.
      4. The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.
      5. The Deliverables that are to be the Benchmarked Deliverables will be identified by the Client in writing.
      6. Upon its request for a Benchmark Review the Client shall nominate a benchmarker. The Agency must approve the nomination within ten (10) Working Days unless the Agency provides a reasonable explanation for rejecting the appointment.  If the appointment is rejected then the Client may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.
      7. The cost of a benchmarker shall be borne by the Client (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Agency and the relevant portion shall be reimbursed by the Client.
   2. **Benchmarking Process**
      1. The benchmarker shall produce and send to the Client, for Approval, a draft plan for the Benchmark Review which must include:
         1. a proposed cost and timetable for the Benchmark Review;
         2. a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
         3. a description of how the benchmarker will scope and identify the Comparison Group.
      2. The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.
      3. The Client must give notice in writing to the Agency within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Agency whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.
      4. Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.
      5. Once it has received the Approval of the draft plan, the benchmarker shall:
         1. finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Agency's professional judgment using:
            1. market intelligence;
            2. the benchmarker’s own data and experience;
            3. relevant published information; and
            4. pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;
         2. by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
         3. using the Equivalent Data, calculate the Upper Quartile;
         4. determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
      6. The Agency shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Agency agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.
      7. In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:
         1. the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
         2. exchange rates;
         3. any other factors reasonably identified by the Agency, which, if not taken into consideration, could unfairly cause the Agency's pricing to appear non-competitive.
   3. Benchmarking Report
      1. For the purposes of this Schedule **"Benchmarking Report"** shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;
      2. The benchmarker shall prepare a Benchmarking Report and deliver it to the Client, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:
         1. include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
         2. if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
         3. include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Agency has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.
      3. The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Client in accordance with Clause 24 (Changing the contract).

**Annex 1 – Relevant Convictions**

**Not Applicable for this contract**

**Call-Off Schedule 20 (Call-Off Specification)**

As issued during the tender process

# PURPOSE

This document sets out the services the Authority requires potential bidders to call off from the Campaign Creative requirement. The requirement covers all campaigns within the Communications Directorate within Department for Work and Pensions (DWP).

The Authority wish to procure a single supplier to cover all the campaign creative requirements on a call off basis.

The Agency will be required to develop a number of creative executions that will be suitable for application on a number of channels, working with the Authority’s contracted research agency to test these with each target audience.

The Agency shall deliver a chosen creative proposition (following testing) liaising with The Authority’s media buyers and planners to agree the optimum number of creative executions required to avoid wear-out

**BACKGROUND TO THE CONTRACTING aUTHORITY**

The Authority, the Department for Work and Pensions (DWP), is a major Government Department responsible for welfare, pensions and child maintenance policy. As the UK’s biggest public service department, it administers the State Pension and a range of working age, disability and ill health benefits to around 20 million claimants and customers.

DWP is a ministerial department, supported by [15 agencies and public bodies](https://www.gov.uk/government/organisations#department-for-work-pensions).

DWP provides services in a number of ways, for example through Jobcentre Plus, The Pension Service, the Child Maintenance Service and partner organisations.

For more information on the work and overall objectives of the Department, please follow the links to the gov.uk website and single Departmental Plan 2018-22:

<https://www.gov.uk/government/organisations/department-for-work-pensions/about>

<https://www.gov.uk/government/publications/department-for-work-and-pensions-single-departmental-plan>

**definitions**

|  |  |
| --- | --- |
| **Expression or Acronym** | **Definition** |
| DWP | Department for Work and Pensions |
| VOD | Video on Demand |
| JCP | Jobcentre Plus |
| MI | Management Information |

**scope of requirement**

The Authority requires the Supplier to provide the following services, within scope of the Agreement:

Provision of campaign creative for all DWP Campaigns as outlined in Annex 2 - Creative Procurement Specification;

To evolve the Authority’s strategic approach to all Campaigns. To help set direction and evaluate future creative needs for the Authority’s Communications Directorate. It will also require close working with our media planning and research agencies to understand our audience segmentation and marketing tasks.

To ensure cost effective supply of concepts, illustration, creative photography, copywriting, post production services and any service deemed essential by the Agency or the Authority to the success of the campaign, whether that be directly or by means of subcontractors.

Managed services associated with the above-named services, including but not limited to:

Provision of Management Information relating to the contract and its performance, spend and social value reporting;

Dedicated account management to support the effective delivery of services and ensure the performance of the Contract in line with the agreed service levels; and

Continuous improvement activities.

Agreement Duration:

The Authority reserves the right to terminate the contract at the end of the first or the end of the second year of the contract. Call Off Contract notice periods will apply should the Authority wish to take this action. The Authority will not be liable for any exit costs should this clause be enacted.

Successful Appointment:

The Supplier selected for Award of the proposed Agreement will be appointed as the primary supplier of Campaign Creative to the Authority for all campaigns.

**The requirement**

The Full requirement can be found below.

**Creative contract: Specification**

This specification details the services to be provided under this call-off contract. The estimated contract value shall be for a maximum of £15,000,000 (Ex VAT) for the full contract period (two (2) year period, plus two one (1) year extensions).  This is a call off contract, the Authority is unable to guarantee volumes.

The Department for Work and Pensions (DWP) (hereafter referred to as the Authority) requires a creative agency (known as the Supplier) for a creative contract for all DWP campaigns where appropriate.

The Supplier will work across a range of campaigns and Government priorities for the Authority, including but not limited to:

Universal Credit and legacy benefits (income-based Jobseeker’s Allowance, income-related Employment and Support Allowance, working tax credit, child tax credit, income support and housing benefit)

Pensions

Labour Market

Disability and Inclusion

**Agency requirement**

The requirement is for the creative development and delivery of Universal Credit and legacy benefit campaigns, Pensions campaigns, Labour Market campaigns, and Disability and Inclusion campaigns.

This creative development will include the following main elements:

Development of a unifying proposition or propositions, creative strategy development, brand frameworks and creation of a message framework based on message territories (to be provided by DWP) and audience insight.

Creative strategy development and creation of a message framework based on message territories (to be provided by DWP) and audience insight.

Creative development and production, in line with channel selection, with supply of open artwork to allow for in-house production, where applicable.

Creative proposition should be adaptable to flex across all channels as the campaigns will be multi-channel using a range of digital, out of home, search, print, radio and TV/VOD advertising.

There will also be a significant no cost element to these campaigns, which shall be carried across DWP’s owned and earned channels (including our local JCP channels) so consideration should be given to how the creative approach would also work across these.

You will be required to work in close partnership with the media planning, media buying and research agencies, and production houses, throughout the development and implementation of the campaigns.

We will require several examples of creative executions as part of campaign development, to enable us to choose the most suitable version to progress.

Over the course of the contract, the supplier may be required to provide other creative solutions to support broader campaign activity, which may include working with, or alongside, colleagues who are leading other DWP campaigns, as well as ad hoc or urgent commissions.

All creative recommendations must evidence how the campaign approach will:

Be insight-driven and intelligence-led, focused on the key target audiences and campaign development.

Include clear measurable, actionable objectives and outcomes, which demonstrates a strong return on our investment.

Evidence how a multi-faceted creative approach, under a single overarching proposition will work across several audience groups, without causing confusion.

Provide a broad channel mix – which evidences how the new creative approach will reach a plethora of audiences, through a variety of channels, including how these will work to complement each other, and avoid any confusion.

Consider the longevity and flexibility of the new proposed creative approach in order to future proof the campaign which is likely to run over approximately three years.

Where appropriate build upon existing and forthcoming campaign activity, messages and branding.

Provide branding as open artwork for the delivery of certain formats in-house by DWP.

Focus on inclusivity and reach across all citizens in all four nations of the UK to represent Government professionally.

Work in partnership with DWP in-house design teams.

You will be required to:

Work alongside other stakeholders, and agencies including planning, research, production and buying agencies to obtain the strongest possible results for the development, use of creatives and aligning of messages.

Provide open artwork files to DWP to allow for the in-house production of certain assets. Exact asset requirements for development in-house to be confirmed at a later date.

Develop a number of creative executions that would be suitable for application on the channels above and the related audiences, working with our contracted research agency to test these with target audiences.

Adhere to departmental brand guidelines at all times.

Deliver a chosen creative proposition (following testing) liaising with our contracted media buyers and planners to agree the optimum number of creative executions required to avoid wear-out.

Deliver campaign work in a cost-effective manner and maintain continuity of pace and messaging. You will need to identify if there are elements of this delivery that you propose to sub-contract and your response must include the details of the sub-contracting entities, cost transparency and how subcontractors will be managed to ensure that the delivery timetable is met.

You will be required to ensure cost-effective supply of appropriate concepts, illustration, creative photography, copywriting, post-production services and any service deemed essential by the agency or DWP to the success of the campaign, whether that be directly or by means of subcontractors.

Attend and participate in regular all agency briefings alongside our contracted research, media buying and media planning agencies to inform the continued strategic approach and delivery of the campaign.

**key milestones and Deliverables**

The following Contract milestones/deliverables shall apply:

|  |  |  |
| --- | --- | --- |
| **Milestone** | **Requirement, provision of:** | **Timeframe for delivery** |
| 1 | Draft Implementation Plan to agree with Contracting Authority | Within two (2) weeks of contract Award if not already provided in proposal |
| 2 | Key personnel / teams contact details  and  Detailed standard operating procedures for complaints and issues resolution and escalation – final version to be agreed with Contracting Authority. | Within one (1) week of contract Award if not already provided in proposal |
| 3 | Individual Campaign discussion with Agency at time of contract let | Within one (1) week of the contract being let, or a new campaign being discussed |
| 4 | Bi-annual ways of working reviews with The Authority lead and account specialists | Every six (6) months from when the contract is awarded |
| 5 | Quarterly review against KPIs and SLAs | Every quarter from when the contract is awarded |
| 6 | Quarterly finance meeting with The Authority’s Finance representative within Communications Directorate | Every quarter from when the contract is awarded |

**MANAGEMENT INFORMATION/reporting**

When requested, the Supplier must provide management information (MI) on the performance and finance relating to the contract.

Acknowledgment of a request for MI must be sent to the requester within one (1) working day and receipt of the MI within 5 working days of acknowledgment.

Performance Reporting:

The Supplier must provide performance reports against the KPIs applicable to the contract, as detailed in the Service Levels and Performance section of this specification on a monthly basis, no later than the 7th working day of the following month.

Social Value & Life Chances Reporting

The Supplier is expected to support the Authority in its efforts to support Government priorities to boost growth and productivity, help our communities recover from the COVID-19 pandemic, and tackle climate change

The Supplier must ensure the following reporting metrics are adhered to in line with the Social Value Model for this Agreement:

Freedom of Information requests (FOIs) and Parliamentary Questions (PQs)

The Authority may request ad hoc MI from the Supplier to support individual data requests as relates to Freedom of Information requests and Parliamentary Questions.

Due to the nature of these requests, the deadlines may vary and will be communicated to and agreed with the Supplier in writing at the point of the request.

**volumes**

All campaigns are subject to approval by Ministers and through the Cabinet Office Professional Assurance process and therefore there is no guaranteed spend against this contract.

**continuous improvement**

The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

The Supplier should present opportunities and recommendations for Continuous Improvement to the Authority during Contract review meetings.

Changes to the way in which the Services are to be delivered must be brought to the Authority’s attention and agreed in writing prior to any changes being implemented.

**Social Value**

The Supplier acknowledges that the Authority has a responsibility to support and promote wider social sustainability objectives for the benefit of society; and agrees to cooperate with the Authority to improve life chances for those most disadvantaged and furthest from the labour market.

The Supplier acknowledges that the Authority is supporting the Crown’s Life Chances and Social Value agendas by aiming to promote opportunities for groups of persons which the Authority regards as meriting priority assistance including but not limited to Apprentices, Disabled People, Young People, Older Workers, Ex-Offenders and Black and Minority Ethnic People.

Diversity and Equality, the Crown’s social value agenda and DWP Priority Groups will be discussed jointly by the Authority and the Supplier as an on-going item at Contract review meetings.

The Supplier shall, and shall ensure that its subcontractors, take the following action(s) in respect of DWP Priority Groups:

Apprentices:

Make available to potential members of Staff used in the performance of the Supplier’s obligations information about the National Apprenticeship Service.

Disabled People:

Take steps to become a Disability Confident Employer.

Make appropriate use of Access to Work to support recruit and retain disabled workers.

Provide Employment Experience to Disabled People as members of staff used in the execution of the Supplier’s obligations under the Contract, to develop their skills and experience and increase their employability.

Employment experience: provide employment experience to young people as members of staff used in the performance of the Supplier’s obligations under the Contract to develop their skills and experience and increase their employability for:

Young People – Under 25

Older Workers – Over 50

Ex-Offenders

Black and Minority Ethnic People

Employee Vacancies: advertise all vacancies for staff via universal jobmatch in addition to any other recruitment agencies with whom the Supplier advertises such vacancies and any other actions the Supplier takes to recruit Staff.

The Supplier shall provide the Life Chances Workforce Monitoring template duly completed in full in respect of all Staff (including but not limited to all Subcontractors used in the performance of the Supplier’s obligations under the Contract), Six (6) months after the Service Commencement date and annually thereafter.

The Supplier shall complete the Life Chances Workforce Monitoring template (see **Annex 1**) in line with the ‘Life Chances through Procurement Guidance for DWP Contractors’ and the contract definitions.

Public Services (Social Value) Act 2012 - The following relates to the ‘Public Services (Social Value) Act 2012’ and will be applied to secure wider social, economic and environmental benefits from the Agreement. The Authority has identified one key theme under the [Social Value Model](https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts) to be monitored and continually improved upon throughout the life and duration of the Contract:

Theme 4: Equal Opportunity – Tackle Workforce Equality

<https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940828/Social-Value-Model-Quick-Reference-Table-Edn-1.1-3-Dec-20.pdf>

**quality**

The Supplier must meet all quality standards and requirements as specified in the Campaign Creative Specification - Annex 1 and in the Campaign Solutions 2 Framework.

The Quality of the Agency’s delivery will be measured in line with the KPIs and SLAs as stated within the Service Levels and Performance section of this document.

The Campaign Creative that is developed, must be against the creative brief provided by the Authority. The campaign proposition, messaging and creative assets must be to a high standard as to not cause damage to The Authority’s reputation.

**PRICE**

Prices are to be submitted via the e-Sourcing Suite Attachment 4 – Price Schedule excluding VAT and including all other expenses relating to Contract delivery.

The prices quoted in the rate card are valid for the length of this contract including any extensions.

**STAFF AND CUSTOMER SERVICE**

Complaints and Issues resolutions:

The Supplier must ensure a robust complaints and issues resolution procedure is in place to deal with customer queries or complaints.

The Supplier must ensure that all complaints are acknowledged within one (1) working day of receipt from the customer.

The Supplier must ensure that all complaints are resolved, or a plan to resolve has been documented and agreed with the customer, no later than ten (10) working days from receipt of the original complaint.

The Supplier must ensure their designated Account Manager is aware of complaints which remain unresolved by the deadline of ten (10) working days from receipt, and must escalate to the Authority’s contact in writing with a summary of actions taken to-date, for their awareness and review.

The Supplier is expected to provide a summary of complaints and issues at review meetings.

Escalation procedures:

The Supplier must ensure a robust escalation procedure is in place for any unresolved complaints and issues, to be reported to the appointed DWP Operational Supplier Manager.

The Authority’s designated Operational Supplier Manager (OSM) for the contract will monitor the level of complaints and resolution times with a view to increasing customer satisfaction and improving Supplier performance.

The Supplier must ensure that all escalations from the Authority’s OSM for unresolved complaints and issues, are acknowledged within one (1) working day of receipt.

The Supplier is expected to provide copies of detailed standard operating procedures for complaints and issues resolution and escalation within two (2) weeks of Contract Award.

The Supplier’s staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

**service levels and performance**

The Authority will measure the quality of the Supplier’s delivery by monitoring performance against the Key Performance Indicators / Service Level Agreement listed in the table below quarterly. These will be measured in line with the methodology set out in schedule 14:

|  |  |  |  |
| --- | --- | --- | --- |
| **Service Level Performance Criterion** | **Key Indicator** | **Service Level Performance  Measure** | **Service Level Threshold** |
| Accurate and timely billing of Client | Agency provides Accurate and Timely invoices within 30 days of satisfactory delivery of agreed activity milestone | at least 98% at all times | 97% |
| Access to Client support | Agency ensures Availability of Account team to be contact between the hours of 8:00 am to 17:00 pm Monday to Friday except bank holidays. Responding to queries and requests within 1 working day, including refining brief and granting access to systems and submission of MI. | at least 98% at all times | 97% |
| Service Delivery | Agency ensures that all services provided addresses the requirements of each Creative brief within time frame specified on each of the projects provided by the Authority | 100% of the time. | 99% |
| Account Management | Agency provides sufficient resource for each creative proposal and maintain the overarching resource to ensure the deadlines within the agreed proposal are met. | 98% of the time | 97% |
| Account Management | Agency ensures that the service is consistent and key personnel remain on the account. Any changes to the individuals working on this account must be made known to the customer within 24 hrs | 98% of the time | 97% |
| Response times and Complaints Management | Complaints management:  The Supplier shall acknowledge all contact (including but not limited to emails/calls/fax/voice mail - automated acknowledgement emails do not count as a response) regarding risks, issues, concerns, questions and complaints in relation to the Services within four (4) business hours of receipt and resolve them satisfactorily. | 98% of the time | 97% |
| Response times and Complaints Management | 1) Updates on how the Supplier is proactively working to seek a resolution shall be provided to the Buyer at intervals of 2 Working Days, until a satisfactory resolution has been agreed which is mutually acceptable to both Parties. | 98% of the time | 97% |
| Response times and Complaints Management | 2) 97% of complaints and issues to be resolved within 3 Working Days unless referred to a third-party supplier. | 98% of the time | 97% |
| Response times and Complaints Management | 3) If a complaint/issue is referred to a third-party supplier these are to be:  a) resolved within 28 days or  OR | 98% of the time | 97% |
| Response times and Complaints Management | 3) If a complaint/issue is referred to a third-party supplier these are to be:  b) an update provided every 5 Working Days until a satisfactory conclusion is reached. | 98% of the time | 97% |

**Security and CONFIDENTIALITY requirements**

The Supplier must ensure to meet the minimum requirements as set out in the Campaigns Solutions 2 Framework agreement.

The Supplier must ensure to meet the minimum requirements as laid out in the DWP Procurement Security Policies and Standards for the duration of the contract:

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards>

The Agency shall ensure that personal data is managed in accordance with the General Data Protection Regulations (GDPR).

It shall be a condition of the Contract that, except to the extent that the Services incorporate designs furnished by The Authority, the Services will not infringe any patent, trade mark, registered design, copyright or other right in the nature of Intellectual Property of any third party and the Agency shall indemnify The Authority and the Crown against all actions, suits, claims, demands, losses, charges, costs and expenses which the Authority or the Crown may suffer or incur as a result of or in connection with any breach of this Condition.

All Intellectual Property Rights (including ownership and copyright, but excluding trademarks and trade names of the Agency) in:

Any Specifications, instructions, plans, drawings, patents, patterns, models, designs or other material furnished to or made available to the Agency by the Authority shall remain the property of the Authority; and

The final version of any tangible product of the Services (the “Final Product”) delivered to the Authority and prepared by or for the Agency for use, or intended use, in relation to the performance of this Contract, shall (save as set out below) belong to the Authority on payment of the Contract Price for the Services, and the Agency shall ensure that the Agencies employees, servants, agents, providers and subcontractors shall not (except when necessary for the implementation of the Contract or as otherwise permitted by the Contract) without prior written consent of the Authority, use any Intellectual Property Rights assigned to the Authority in accordance with this clause.

The Authority shall not require the Agency and the Agency shall not be obliged to transfer or assign:

Intellectual Property Rights in any part of the Final Product that may be owned by a third party and which has been identified as such in the Final Product and or

Any Intellectual Property Rights in the Providers methods of work, working papers, computer programmes, methodologies, skills, experience, expertise and any associated or related information maintained by the Agency in any form, all Intellectual Property Rights therein remaining vested in the Agency.

To the extent that matters excluded are comprised in or incorporated in or required in connection with a Final Product, the Agency shall grant the Authority on payment of the Contract Price for the Services a non-exclusive royalty free licence to use the same solely for the purposes contemplated by this Contract. The Agency shall retain ownership of its working papers. Subject to the Agency’s confidentiality commitments to the Authority, for the purposes of delivering services to the Authority and other clients of the Agency, the Authority and other Contractor Persons shall be entitled to use, develop or share with each other knowledge, experience and skills of general application gained through performing the Services.

**payment AND INVOICING**

Invoices will be submitted after the work has been completed.

The Authority will provide all address and contact details for invoicing and related queries or escalations, during the implementation phase of the Contract.

The invoicing schedule will be agreed during the implementation phase of the Contract.

The Supplier must provide mandatory supporting information as a minimum to enable accurate and timely payment of invoices.

The Authority will have a quarterly finance review meeting, with The Authority’s finance representative, to discuss the payment schedules and make sure that the finances are on track (see Contract Management section below).

If the supplier is subcontracting the work the Authority needs to understand all of the payment terms and conditions with the subcontracting agencies to ensure there isn’t any liability or commitment to the Authority to provide payment until the services have been provided to the expected standard.

**CONTRACT MANAGEMENT**

The Authority will provide a designated contact within DWP Communications Directorate and a Contract Manager to manage the day-to-day running of the contract and performance monitoring activity.

The Authority will provide a definitive list of contacts for specific requirements of the contract during the implementation period.

The Authority may invite key internal stakeholders to review meetings to support specific contract and performance management-related activities, or continuous improvement projects.

The Supplier must provide a designated contact as the responsible Account Manager to the Authority.

The Supplier’s designated Account Manager must be in attendance at all review meetings.

Attendance at Contract Review meetings shall be at the Agency’s own expense

In the event of subcontracting arrangements, the Supplier’s designated Account Manager will have responsibility for ensuring the attendance of key delivery partners where required at review meetings.

The Supplier is expected to provide a list of key personnel who will be involved in the delivery of the services for this Agreement, and contact details within two (2) weeks of contract Award.

A formal contract review will be held on a quarterly basis where the SLAs and KPIs will be reviewed.

The Authority reserves the right to invite the Supplier to any ad hoc performance review meetings where there is an issue that requires urgent resolution should the service diminish to the point where it affects our service.

Meetings may be conducted virtually, or in person.

There will also be quarterly finance meetings with the DWP Communications Directorate Finance Manager to discuss the invoices and POs, to ensure that payments are made effectively.

**Location**

The services will be carried out at the supplier's premises.

The Supplier may also be required to attend meetings at the DWP's premises, including, at Caxton House, Tothill Street, London, SW1 H 9NA.

At present, any meetings are being held virtually, however moving forwards these could be held face-to-face at the above address.

**Small medium Enterprises (SME) IN sUPPLY cHAIN**

The Supplier will provide details of Sub-Contractors to be used in the provision of the service. The supplier will state if they are SME, if not what steps will they actively take to increase the use of SMEs in the supply chain. Where appropriate, growth and development through the provision of support to SMEs and SEs to develop resilient local supply chains.

**Annex 1 – Life Chances Workforce Monitoring Template**

**LIFE CHANCES THROUGH PROCUREMENT**

This Annex sets out the Life Chances Through Procurement requirements which are applicable to the provision of the Services.

References to the Service Provider and/or Contractor in this Annex mean “the Agency” as set out in the Letter of Appointment. References to the Customer mean “the Client”.

**General**

The Service Provider acknowledges that the Crown is committed to assisting people to move from welfare to employment and driving forward improvements in economic, social and environmental well-being.

The Service Provider (a) acknowledges that the Customer has a responsibility to support and promote wider social sustainability objectives for the benefit of society; and (b) agrees to cooperate with the Customer to improve life chances for those most disadvantaged and furthest from the labour market.

The Service Provider acknowledges that the Customer is supporting the Crown’s Life chances and social value agendas by aiming to promote opportunities for groups of persons (“DWP Priority Groups”) which the Customers regards as meriting priority assistance including but not limited to Apprentices, Disabled People, Young People, Older Workers, Ex-Offenders and Black and Minority Ethnic People.

**Diversity and Equality Delivery Plan**

The Customer requires the Service Provider to provide such information as the Customer may request on (a) the action(s) the Service Provider is taking in the course of supplying the Services to comply with its obligations set out in Call of Contract and (b) the effect such action(s) have on the Staff used in the performance of its obligations under the Call of Contract.

The Customer requires the Service Provider to provide to the Customer a diversity and equality delivery plan (“Diversity and Equality Delivery Plan”) six (6) Months after the Commencement Date, and annually thereafter. The Diversity and Equality Delivery Plan must be specific to the call of contract and include details of all Staff including but not limited to all Sub-contractors involved in the performance of the Service Provider obligations under the call of contract

(a) details of the action(s) the Service Provider is taking to support the Crown’s social value agenda including but not limited to the action(s) the Service Provider is taking to meet its obligations under the Call of Contract.

The Service Provider shall, and shall ensure that its Sub-contractors, take the following action(s) in respect of DWP Priority Groups;

**Apprentices**

* Make available to potential members of Staff used in the performance of the Service Provider’s obligations information about the National Apprenticeship Service.

**Disabled People**

* Take steps to become a Disability Confident Employer.
* Make appropriate use of Access to Work to support recruit and retain disabled workers.

**Employee Vacancies**

* Advertise all vacancies for Staff via Universal Jobmatch in addition to any other recruitment agencies with whom the Service Provider advertises such vacancies and any other actions the Service Provider takes to recruit Staff.

The Diversity and Equality Delivery Plan must also include:

(a) an overview of Service Provider and any Sub-contractor’s policies and procedures for preventing unlawful discrimination and promoting equality of opportunity in respect of:

i) age;

ii) disability;

iii) gender reassignment;

iv) marriage and civil partnership;

v) pregnancy and maternity;

vi) race;

vii) religion or belief;

viii) sex; and

ix) sexual orientation.

(b) an overview of Service Provider and any Sub-contractor’s policies and procedures covering:

i)   harassment

ii)  bullying

iii) victimisation

iv) Staff training and development

(c) details of the way in which the above policies and procedures are, or will be (and by when), communicated to Staff;

(d) details of what general diversity and equality related training has been, or will be delivered (and by when), to Staff;

(e) details of what structure and resources are currently directed towards active promotion of diversity and equality within the Staff used in the performance of the Service Provider’s obligations under this Call of Contract, or if not currently in place, what will be put in place and by when;

The Customer will consider and must agree the contents of Diversity and Equality Delivery Plan. Any issues will be raised with the Service Provider by the contract manager acting on behalf of the Customer. If an issue relates to a Sub-contractor, the Service Provider must raise and resolve the issue with the Sub-contractor.

**Life Chances Workforce Monitoring Template**

The Service Provider shall provide the Life Chances Workforce Monitoring template, duly completed in full by the Service Provider in respect of all Staff (including but not limited to all Sub-contractors used in the performance of the Service Provider’s obligations under the Call of Contract), six (6) Months after the Commencement Date and annually thereafter.

The Service Provider shall complete the Life Chances Workforce Monitoring template in line with the ‘Life Chances through Procurement Guidance for DWP Contractors’ and the contract definitions.

The Service Provider will compare figures in all categories listed in the **Annex 1, Appendix 1 – Life Chances Workforce Monitoring template** and provide (where possible) comparisons against any official national/regional statistics that are publicly available in accordance with the “Life Chances through Procurement Guidance for DWP Contractors” provided by the Customer to the Service Provider.

The ‘Life Chances through Procurement Guidance for DWP Contractors’ provides links to a number of data collection sources, this is not an exhaustive list and other sources are available. The Customer recognises that there may be regional variations in terms of population demographics and some data categories and coverage may not be complete or fully aligned, however, the Service Provider agrees to provide high level analysis and identification of trends as and when requested by the Customer.

The Service Provider shall provide and shall ensure that its Sub-contractors provide such evidence as the Customer may require of action(s)s undertaken or planned by the Service Provider and/or any Sub-contractor to improve the numbers in the Life Chances Workforce Monitoring template (contained in Appendix 1) to the satisfaction of the Customer.

Diversity and Equality, the Crown’s social value agenda and DWP Priority Groups will be discussed jointly by the Customer and the Service Provider as an on-going item at contract review meetings. Such meetings will discuss the information provided by the service provider in accordance with Call of Contract

**ANNEX 1, APPENDIX 1 – LIFE CHANCES WORKFORCE MONITORING**

Important – the figures the Contractor provides must relate specifically to the staff used in the performance of the contractor’s obligations under the contract only, which for the avoidance of doubt includes any Sub-contractor.

|  |  |
| --- | --- |
| **Date of Return   Month: Year** |  |
| **Name of Call of contract:** |  |
| **Call of Contract Number:** |  |
| **Name of Contractor:** |  |
| **Commencement Date:** |  |
| **Total Number of Staff, which for the avoidance of doubt includes any Sub-contractors** |  |

**1 – Number of new Staff posts created in the performance of the Contractor’s obligations under the Call of contract**

|  |  |  |
| --- | --- | --- |
| **New Staff Posts** | **Number of new Staff posts created in period** | |
| **1-34 hr per week posts** | **35 hr + per week posts** |
| Baseline return (at 6 months for months 0-6) |  |  |
| 1st annual return (at 18 months for months 7-18) |  |  |
| 2nd annual return (at 30 months for months 19 - 30) |  |  |
| 3rd annual return  (at 42 months for months 31-42) |  |  |

**2 – Number of Apprentices in Staff used in the performance of the Contractor’s obligations under the call of contract**

|  |  |  |  |
| --- | --- | --- | --- |
| **DWP Priority Group -**  **Apprentices** | **Number of Apprentices in Staff which have been employed for 26 weeks or longer in period** | **% of Apprentices in Staff at the end of the period** | **Number of Apprentices who began apprenticeships as part of the Staff during the period** |
| Baseline return (at 6 months for months 0-6) |  |  |  |
| 1st annual return (at 18 months for months 7-18) |  |  |  |
| 2nd annual return (at 30 months for months 19 - 30) |  |  |  |
| 3rd annual return  (at 42 months for months 31-42) |  |  |  |

**3 – Number of Disabled People in Staff used in the performance of the Contractor’s obligations under the call of contract**

|  |  |  |  |
| --- | --- | --- | --- |
| **DWP Priority Group -**  **Disabled People** | **Number of Disabled People in Staff which have been employed for 26 weeks or longer in period** | **% of Disabled People in Staff at end of period** | **Number of Disabled People who began employment as part of the Staff during the period** |
| Baseline return (at 6 months for months 0-6) |  |  |  |
| 1st annual return (at 18 months for months 7-18) |  |  |  |
| 2nd annual return (at 30 months for months 19 - 30) |  |  |  |
| 3rd annual return  (at 42 months for months 31-42) |  |  |  |

**4 – Number of Disabled People, who had been interviewed by the Contractor under the Guaranteed Interview Scheme (GIS) for Staff posts used in the performance of the Contractor’s obligations under the call of contract**

|  |  |
| --- | --- |
| **DWP Priority Group – Disabled People in the Staff who had been interviewed by the Contractor under the GIS** | **Number of Disabled People who have been interviewed for Staff posts by the Contractor under the GIS during the   period** |
| Baseline return (at 6 months for months 0-6) |  |
| 1st annual return (at 18 months for months 7-18) |  |
| 2nd annual return (at 30 months for months 19 - 30) |  |
| 3rd annual return  (at 42 months for months 31-42) |  |

**5 – Number of Young People in Staff used in the performance of the Contractor’s obligations under the call of contract**

|  |  |  |  |
| --- | --- | --- | --- |
| **DWP Priority Group -**  **Young People** | **Number of Young People in Staff which have been employed for 26 weeks or longer in period** | **% Young People in Staff at end of period** | **Number of Young People who began employment as part of the Staff during the period** |
| Baseline return (at 6 months for months 0-6) |  |  |  |
| 1st annual return (at 18 months for months 7-18) |  |  |  |
| 2nd annual return (at 30 months for months 19 - 30) |  |  |  |
| 3rd annual return  (at 42 months for months 31-42) |  |  |  |

**6 – Number of Older Workers in Staff used in the performance of the Contractor’s obligations under the call of contract**

|  |  |  |  |
| --- | --- | --- | --- |
| **DWP Priority Group -**  **Older Workers** | **Number of Older Workers in Staff which have been employed for 26 weeks or longer in period** | **% Older Workers in Staff at end of period** | **Number of Older Workers who began employment as part of the Staff during the period** |
| Baseline return (at 6 months for months 0-6) |  |  |  |
| 1st annual return (at 18 months for months 7-18) |  |  |  |
| 2nd annual return (at 30 months for months 19 - 30) |  |  |  |
| 3rd annual return  (at 42 months for months 31-42) |  |  |  |

**7 – Number of Ex-Offenders in Staff used in the performance of the Contractor’s obligations under the call of contract**

|  |  |  |  |
| --- | --- | --- | --- |
| **DWP Priority Group -**  **Ex-Offenders** | **Number of ex-offenders in Staff which have been employed for 26 weeks or longer in period** | **% ex-offenders in Staff at end of period** | **Number of ex-offenders who began employment as part of the Staff during the period** |
| Baseline return (at 6 months for months 0-6) |  |  |  |
| 1st annual return (at 18 months for months 7-18) |  |  |  |
| 2nd annual return (at 30 months for months 19 - 30) |  |  |  |
| 3rd annual return  (at 42 months for months 31-42) |  |  |  |

**8 – Number of Black or Minority Ethnic (BME) in Staff used in the performance of the Contractor’s obligations under the call of contract.**

|  |  |  |  |
| --- | --- | --- | --- |
| **DWP Priority Group -**  **Black or Minority Ethnic (BME)** | **Number BME in Staff which have been employed for 26 weeks or longer in period** | **% BME in Staff at end of period** | **Number of BME who began employment as part of the Staff during the period** |
| Baseline return (at 6 months for months 0-6) |  |  |  |
| 1st annual return (at 18 months for months 7-18) |  |  |  |
| 2nd annual return (at 30 months for months 19 - 30) |  |  |  |
| 3rd annual return  (at 42 months for months 31-42) |  |  |  |

**9 – Number of Employment Experience placements conducted in the performance of the Contractor’s obligations under the call of contract**

|  |  |
| --- | --- |
| **Employment Experience placements** | **Number of Employment Experience placements conducted during the period** |
| Baseline return (at 6 months for months 0-6) |  |
| 1st annual return (at 18 months for months 7-18) |  |
| 2nd annual return (at 30 months for months 19 - 30) |  |
| 3rd annual return  (at 42 months for months 31-42) |  |

**10 – Number of Work Trials conducted as part of the recruitment of Staff used in the performance of the Contractor’s obligations under the call of contract.**

|  |  |
| --- | --- |
| **Work Trials** | **Number of Work Trials conducted during the period** |
| Baseline return (at 6 months for months 0-6) |  |
| 1st annual return (at 18 months for months 7-18) |  |
| 2nd annual return (at 30 months for months 19 - 30) |  |
| 3rd annual return  (at 42 months for months 31-42) |  |

**Annex 2 – Creative Procurement Specification**

**Creative contract: Specification**

**Project reference: 24813**

This specification details the services to be provided under this call-off contract. The estimated contract value shall be for a maximum of £15,000,000 (Ex VAT) for the full contract period (two (2) year period, plus two one (1) year extensions).  This is a call off contract, the Authority is unable to guarantee volumes.

The Department for Work and Pensions (DWP) (hereafter referred to as the Authority) requires a creative agency (known as the Supplier) for a creative contract for all DWP campaigns where appropriate.

The Supplier will work across a range of campaigns and Government priorities for the Authority, including but not limited to:

* Universal Credit and legacy benefits (income-based Jobseeker’s Allowance, income-related Employment and Support Allowance, working tax credit, child tax credit, income support and housing benefit)
* Pensions
* Labour Market
* Disability and Inclusion

**Agency requirement**

The requirement is for the creative development and delivery of Universal Credit and legacy benefit campaigns, Pensions campaigns, Labour Market campaigns, and Disability and Inclusion campaigns.

This creative development will include the following main elements:

* Development of a unifying proposition or propositions, creative strategy development, brand frameworks and creation of a message framework based on message territories (to be provided by DWP) and audience insight.
* Creative strategy development and creation of a message framework based on message territories (to be provided by DWP) and audience insight.
* Creative development and production, in line with channel selection, with supply of open artwork to allow for in-house production, where applicable.
* Creative proposition should be adaptable to flex across all channels as the campaigns will be multi-channel using a range of digital, out of home, search, print, radio and TV/VOD advertising.
* There will also be a significant no cost element to these campaigns, which shall be carried across DWP’s owned and earned channels (including our local JCP channels) so consideration should be given to how the creative approach would also work across these.
* You will be required to work in close partnership with the media planning, media buying and research agencies, and production houses, throughout the development and implementation of the campaigns.
* We will require several examples of creative executions as part of campaign development, to enable us to choose the most suitable version to progress.
* Over the course of the contract, the supplier may be required to provide other creative solutions to support broader campaign activity, which may include working with, or alongside, colleagues who are leading other DWP campaigns, as well as ad hoc or urgent commissions.

All creative recommendations must evidence how the campaign approach will:

* Be insight-driven and intelligence-led, focused on the key target audiences and campaign development.
* Include clear measurable, actionable objectives and outcomes, which demonstrates a strong return on our investment.
* Evidence how a multi-faceted creative approach, under a single overarching proposition will work across several audience groups, without causing confusion.
* Provide a broad channel mix – which evidences how the new creative approach will reach a plethora of audiences, through a variety of channels, including how these will work to complement each other, and avoid any confusion.
* Consider the longevity and flexibility of the new proposed creative approach in order to future proof the campaign which is likely to run over approximately three years.
* Where appropriate build upon existing and forthcoming campaign activity, messages and branding.
* Provide branding as open artwork for the delivery of certain formats in-house by DWP.
* Focus on inclusivity and reach across all citizens in all four nations of the UK to represent Government professionally.
* Work in partnership with DWP in-house design teams.

You will be required to:

* Work alongside other stakeholders, and agencies including planning, research, production and buying agencies to obtain the strongest possible results for the development, use of creatives and aligning of messages.
* Provide open artwork files to DWP to allow for the in-house production of certain assets. Exact asset requirements for development in-house to be confirmed at a later date.
* Develop a number of creative executions that would be suitable for application on the channels above and the related audiences, working with our contracted research agency to test these with target audiences.
* Adhere to departmental brand guidelines at all times.
* Deliver a chosen creative proposition (following testing) liaising with our contracted media buyers and planners to agree the optimum number of creative executions required to avoid wear-out.
* Deliver campaign work in a cost-effective manner and maintain continuity of pace and messaging. You will need to identify if there are elements of this delivery that you propose to sub-contract and your response must include the details of the sub-contracting entities, cost transparency and how subcontractors will be managed to ensure that the delivery timetable is met.
* You will be required to ensure cost-effective supply of appropriate concepts, illustration, creative photography, copywriting, post-production services and any service deemed essential by the agency or DWP to the success of the campaign, whether that be directly or by means of subcontractors.
* Attend and participate in regular all agency briefings alongside our contracted research, media buying and media planning agencies to inform the continued strategic approach and delivery of the campaign.

**Contract management**

The Authority – what you can expect from us:

* The Authority will provide a designated contact within DWP Communications Directorate and a Contract Manager to manage the day-to-day running of the contract and performance monitoring activity.
* The Authority will provide a definitive list of contacts for specific requirements of the contract during the implementation period.
* The Authority may invite key internal stakeholders to review meetings to support specific contract and performance management-related activities, or continuous improvement projects.

The Agency – what we will expect from you:

* The agency will need to provide a sufficient level of resource throughout the duration of the contract in order to consistently deliver a quality service to all parties, ensuring delivery of individual campaign requirements. Over periods of agency office closure (for example, over Christmas), the agency must facilitate resource cover.
* The agency’s staff assigned to the contract shall have the relevant qualifications and experience to deliver the contract. The agency should aim for key personnel to remain on the account, and avoid frequent staff changes that might impact understanding of need.
* The agency shall ensure that staff understand our vision and objectives as a government Department and will provide excellent customer service throughout the duration of the contract.

Supplier Personnel:

* The Supplier must provide a designated contact as the responsible Account Manager to the Authority.
* The Supplier’s designated Account Manager must be in attendance at all review meetings.
* In the event of sub-contracting arrangements, the Supplier’s designated Account Manager will have responsibility for ensuring the attendance of key delivery partners where required at review meetings.
* The Supplier is expected to provide a list of key personnel who will be involved in the delivery of the services for this Agreement, and contact details within one (1) week of contract Award.

Meetings

* Operational performance reviews will be held on a monthly basis initially with a view to reducing this to quarterly if there are no issues with the service
* A formal contract review will be held on a bi-annual basis.
* Quarterly meetings with the finance representative
* Meetings may be conducted virtually, or in person.
* If requested by DWP, the Supplier must provide copies of all appropriate Management Information as in section 8.10 – 8.14 of the statement of requirement, and a summary of complaints and issues at review meetings.