

RM6123- MEDIA BUYING – LOT 1**LETTER OF APPOINTMENT**Dear [REDACTED]**Letter of Appointment**

This letter of Appointment is issued, in accordance with the provisions of the Framework Agreement (RM6123) between CCS and the Agency, dated 15 August 2022.

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

Order Number:	C99159
From:	The Secretary of State for Health and Social Care whose registered office is at Department of Health and Social Care with offices at 39 Victoria Street, London, SW10 0EU ("Client")
To:	Manning Gottlieb OMB a trading division of OMD Group Ltd ("Agency")

Effective Date:	1 September 2022
Expiry Date:	31 August 2023 Minimum written notice to Agency in respect of extension: 30 days

Services required:	The services required (the “Services”) and agreed to be delivered are set out in three sections, below: (1) general services applicable to all Appointments; (2) Lot Specific Services for the applicable Lot(s); and (3) any Special Requirements. 1. For all Appointments: the services of a general nature set out in the General Services Requirements Specification as set out in in the Framework Agreement and attached as an Annex A to this Letter. 2. Lot Specific Services: as set out under Annex B (below) - For Lot 1, as described in Appendix B1 of the Framework Agreement 3. Special Requirements (if any): to be discussed as and when required. The Services descriptions shall be read in the context of the Client Brief (in Annex C) which shall apply as per the Call-Off Terms. The Services shall be provided in accordance with the Agency Proposal (in Annex D).
Call-Off Terms and any applicable Special Terms	This Letter of Appointment shall be subject to the Call-Off Terms set out in Annex E and any agreed special terms which shall be set out here:

Key Individuals:	
[Guarantor(s)]	N/A

Call-Off Charges (including any applicable discount(s), but excluding VAT):	Year 1 only estimated spend value £3,400,000 Please see Annex F
Insurance Requirements	As per framework conditions
Client billing address for invoicing:	MB-PaymentQueries@dhsc.gov.uk

Alternative and/or additional provisions:	Not Used
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Data Sharing

The Government Communications Service (**GCS**) is investing in data capabilities to drive delivery of modern communications across government. Transparent data sharing across GCS member organisations is fundamental to this, and a cross-government Data Sharing Framework was agreed by the Directors of Communication in July 2020. By bringing traditional marketing analytics and target audience insights together with other relevant government data sources, GCS is delivering valuable, aggregated insights to support campaign planning, reporting and evaluation across government, building on our shared learning for better insights.

Benefits of transparent data sharing with GCS include the continued delivery of the GCS Quarterly Benchmarking Report, thereby providing important insights across government bodies to support campaign teams, based on historical government campaign performance. The data shared by clients with GCS at the Cabinet Office may include, but is not limited to: third-party marketing data; campaign insights; web analytics and organic social media data; at both aggregated and log levels. This does not include personal data, and personal data is not sought.

In accordance with this approach, by indicating your consent below, you acknowledge and agree that the Agency may share certain data relating to this Call-Off Contract with GCS at the Cabinet Office (or any future named entity which has the same function).

Agency to agree by printing representative's name here:



Client to agree by printing representative's name here:	[REDACTED]
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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 a Call-Off Contract with the Client to provide the Services in accordance with the terms of this letter and the Call-Off Terms (set out below in Annex E).

The Parties hereby acknowledge and agree that they have read this letter and the Call-Off Terms.

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

For and on behalf of the Agency:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Full Name:

Job Title/Role:

Date Signed:

For and on behalf of the Client:

[REDACTED]
[REDACTED]

Client Signature:

[REDACTED]

Date:

Full Name:

Job Title/Role:

Date Signed:

ANNEX A - GENERAL SERVICES REQUIREMENTS SPECIFICATION

(AS SET OUT IN SECTION 2 (SERVICES OFFERED) IN THE FRAMEWORK AGREEMENT)

Media Services Framework Agreement (RM6123)

Framework Services

1. Introduction and Background

The purpose of this Framework Agreement is to provide individual central government departments, arms length bodies (ALB), non-departmental public bodies (NDPB) and public sector organisations with a comprehensive Framework Agreement for services related to paid advertising. This Framework Agreement will facilitate investments that will achieve the best mix of quality and effectiveness for the least outlay

This section sets out the overarching standards of the Services that the Agencies are required to provide to the Clients under this Framework Agreement and the relevant Call-Off Contracts. Following this section is a section for each of the individual Lots. Each Lot begins with a clear definition of the role of the Agency or Agencies awarded under that Lot and then provides a description of the scope of work that makes up the Service including any specific Deliverable applicable to each of those scopes.

The Agencies shall:

- 1.1. deliver innovative, best in class services to achieve desired Client outcomes.
- 1.2. be capable of delivering value for money, as well as providing excellent customer service;
- 1.3. be willing and capable of working in partnership with other agencies and specialists to deliver the Client requirements;

- 1.4. act in an open and transparent manner with CCS and the Clients in delivering the Services and otherwise under this Framework Agreement, in particular being open and transparent in relation to the Charges, the placement of media or generation of revenue and the access to and provision of data, information and or reporting in relation to the services.
- 1.5. This Framework Agreement is essential to the delivery of Public Service Communications. The Agencies will (if required) co-operate and work with agencies on any of the other Crown Commercial Service agreements.

2. Framework Scope

- 2.1. The Agencies shall be required to deliver services for the Lot(s) they are bidding for, throughout the United Kingdom (on a National, regional and local basis) and international locations.
- 2.2. For each Call-Off Contract under this Framework Agreement the Client will provide a Brief and the outcome to be achieved in accordance with the Call-Off Procedure set out in the Framework Agreement.
- 2.3. The Agencies shall ensure all subcontracting arrangements comply with the Core Terms of this Framework Agreement .
- 2.4. Agencies can only subcontract to deliver services within the scope of their Lot.

3. Clients

- 3.1. This Framework Agreement covers requirements across a wide and diverse Client base - the Agencies shall support the varied requirements and budgets of all Clients irrespective of size.
- 3.2. Clients of this Framework Agreement will require service delivery both in the UK and international locations. Clients may specify additional data reporting requirements in their Call-Off Contracts.
- 3.3. Client Personnel
 - 3.3.1. The Client will allocate suitable personnel with appropriate levels of experience and seniority to work with the Agencies(s). The Agencies(s) acknowledge and agree that it may be necessary for the Client to replace the personnel working with the Agencies with alternative personnel with similar levels of seniority and experience.
 - 3.3.2. Client Briefs
 - 3.3.2.1. For each Call-Off Contract, the Client will provide a Brief detailing what is needed from the Agencies and the outcome to be achieved. The Agencies shall adopt and accept a flexible approach to the management of the Brief and both electronic and paper-based Briefs shall be accepted. The Agencies shall follow the Call-Off Award Procedure. This is different for Lot 4 where the Call-Off Contract itself will detail the requirements of the Agency in line with the services under that Lot
 - 3.3.2.2. The Agencies shall only commence work on Briefs when both Parties have either signed the relevant Letter of Appointment or the Agencies have received written confirmation to proceed with the Brief. This is different for Lot 4 where the Call-Off Contract itself will determine when the services will commence.

4. Required Services: Summary

- 4.1. The Agencies will be required to provide Services in relation to the supply of the Services to Clients including:
 - 4.1.1. taking Orders for the Services from Clients;
 - 4.1.2. undertaking to meet all Client requirements;
 - 4.1.3. complying with any Key Performance Indicators and service levels, and any reporting requirements;
 - 4.1.4. complying with CCS's Management Information requirements;
 - 4.1.5. providing a dedicated senior account manager to resolve any issues arising from the Framework Agreement and/or Client Call-Off Contract;
 - 4.1.6. providing a support function to deal with Client enquiries and issues; 4.1.7. conforming to the Charging Structure;
 - 4.1.8. undertaking any billing requirements.

5. Required Services: Account Management

- 5.1. The Agencies shall provide comprehensive account management services to the Client. Clients will have varying service requirements and spend levels, therefore the Agency's team structure and approach shall reflect this flexible requirement, avoiding a "one-size fits all" approach.
- 5.2. The Agency's structure and resource profile shall be capable of adapting to changing requirements and service levels during the term of this Framework Agreement and the Call-Off Contracts.
- 5.3. The Agencies will provide sufficient resources for out of hours, emergency, bank holiday periods and ensure sufficient resilience and back-up expertise is available when needed for Clients.
- 5.4. The Agencies will deliver an agile solution that provides for each and every Client, regardless of macro factors (for example but not limited to, emergency campaigns, unplanned pauses) whilst mitigating impact on budgets.
- 5.5. If required by the Client, the Agencies will allocate specific named account teams.
- 5.6. The Agencies will have a clear and simple escalation process for the Clients and subcontractors.

6. Required Services: Working with others

- 6.1. The Agencies will be required to:
 - 6.1.1. work collaboratively on projects with other Clients of this Framework Agreement, and
 - 6.1.2. manage multiple relationships with the Client and Client related Partners at the Call-Off Contract level to ensure greater value and best results for the Client.

7. Required Services: Reporting and analysis

- 7.1. The Agencies shall provide reporting and analysis on all aspects of the Services being provided to the Client, in particular, the Agencies shall:
- 7.2. provide Management Information detailing work carried out by the Agencies on the basis of the billable charged hours as outlined in Framework Schedule 5 of the Framework Agreement (Management Charges and Information)

- 7.3. work with the Client and use reasonable endeavours to ensure advertising technology platforms and any other systems used to collect and/or store data on the Client's behalf are compatible with the Client's data management systems.
- 7.4. The below table should be used by the Agency/ies to inform where reporting requirements should be directed to within the CCS Media Framework Team.

CCS Point of Contact/ Owner	Reporting Requirement
Media Category Manager	All Lots - Framework KPI deliverables, Reporting requirements outlined within the scope and specification
Media Lead	Wider initiatives, for example but not limited to cross framework initiatives, added value project outputs, CCS/ GCS initiatives as defined during the term of the framework.
Head of Media Commercial Agreements	Reporting escalations, breaches of KPI targets, significant risks or issues to delivery of service.

8. Pricing Transparency

- 8.1. Where applicable, the Agencies will disclose to the Client any commission, discount or rebate earned by the Agencies arising in respect of third party costs. The Client will receive the full benefit of such commission, discounts or rebates.

9. Travel and Related Costs

- 9.1. There shall be no automatic entitlement to payment and/or reimbursement of travel costs, travel time or subsistence under this Framework Agreement. Policies for travel and travel-related expenses will vary between Clients. Submitted Agency rates against this Framework shall be exclusive of travel and subsistence.
- 9.2. CCS and/or Clients shall specify the requirements, policies and arrangements for travel costs, travel-related costs, travel time and subsistence in the Call Off Contract, including whether travel and travel-related expenses shall be payable or not.
- 9.3. If CCS and/or Clients specify that travel and travel-related costs can be paid then the travel will be undertaken in accordance with the agreed Travel Policy of CCS and/or the Client.

10. Contracting arrangements

- 10.1. Clients can select different types of contracting arrangements to suit their needs including but not limited to:
- 10.2. Project or Campaign agreement for a specified campaign or for a defined period covering multiple Campaigns.
- 10.3. Standby agreement for a fixed period of time to work on any number of Projects or campaigns . Payment for this arrangement is per Campaign and no work is committed.

- 10.4. Retainer agreement for a fixed period of time where the Client agrees to pay the Agency a firm retainer fee on a regular basis
 - 10.5. With the exception of Lot 4 , contracts must not exceed a four year period including any extensions.
- 11. Cross Framework Initiatives**
- 11.1. The Agencies under this Framework Agreement may from time to time be invited to participate in projects and initiatives with Agencies on other Lots on this Framework Agreement, CCS or Government Communication Services
- 12. Cross Framework Case Studies**
- 12.1. Agencies are encouraged to always share case studies of great work delivered for Clients under this Framework Agreement. The Agency and/ or Agencies under this Framework Agreement are expected to deliver a minimum of 1 case study per contract year to CCS (where call-offs have taken place).
- 13. Restriction on Naming**
- 13.1. No Agency in this agreement shall in arranging its organisation to deliver services under this framework adopt or continue any brand name implicitly or explicitly referencing, inferring or signaling its delivery of servicing to any particular customer or customer group using this Framework Agreement without the express permission of CCS. In addition, where it seeks to adopt or continue a brand name referring to its provision of services to the Government it shall seek the additional approval of GCS to do so.
- 14. Social Value**
- 14.1. Social Value legislation and guidance places a legal requirement on all public bodies to consider the additional social, economic and environmental benefits that can be realised for individuals and communities through commissioning and procurement activity, to deliver them. These benefits are over and above the core deliverables of contracts. More information on Social Value can be found at:
<https://www.gov.uk/government/publications/social-value-act-information-and-resources/social-value-act-information-and-resources>
 - 14.2. This Framework Contract requires the Agency to embed social value into all Call-Off Contracts, in line with the Social Value Act 2012 or subsequent government initiatives to enable the effective implementation of the Act.
 - 14.3. As a condition of participating on this framework contract, CCS requires Agencies on this Framework Contract to demonstrate they are committed to report on the impact of social value throughout the lifetime of the Framework Contract to CCS, every 12 months from the Framework Start Date.
 - 14.4. Agencies must provide evidence of their commitment to social value and demonstrate an ability and willingness to work with Clients to identify and help further their social value requirements in all Call-Off Contracts. To satisfy this requirement, Agencies must agree to provide or deliver reasonable and proportionate social value benefits within all Call-off Contracts.
 - 14.5. Agencies should consider the following policy themes, and outcomes as a minimum:
 - **COVID-19 recovery;** • **Tackling economic inequality;** • **Fighting climate change;** • **Equal opportunity;** • **Wellbeing;**
 - Help local communities to manage and recover from the impact

Create new businesses, new jobs and new skills
 Effective stewardship of the environment
 Reduce the disability employment gap, tackle workforce inequality
 Improve health and wellbeing, improve community integration.

- 14.6. Agencies are expected to act with these priorities in mind, and CCS may discuss these priorities as part of Framework Management meetings.
- 14.7. The Client's requirements will be set out in the Call-Off Procedure. The Agency shall comply with and/or identify proposed social value initiatives, proportionate and relevant to each Call-Off Contract.
- 14.8. The Agency shall deliver measurable benefits and impacts in respect of the social value priorities, when identified in the Call-Off Contract.
- 14.9. The Agency shall record and report performance against the social value requirements, when detailed in the Call-Off Contract.

Delivering a Diverse Supply Chain

- 14.10. CCS and Clients want to ensure a diverse base of Agencies and resilient supply chains in this procurement.
- 14.11. CCS and Client's consider the delivery of high quality public services to be critically dependent upon a workforce that is inclusive, well-motivated, well-led and has appropriate opportunities for training and skills development.
- 14.12. The Agencies will support the delivery of these priorities through activities such as:
- 14.13. Cascading prompt payment throughout their supply chain, as set out in Clause 4 (Pricing and Payments) of the Core Terms; and
- 14.14. Where appropriate, growth and development through the provision of support to SMEs and SEs to develop resilient local supply chains.
- 14.15. Fair, Inclusive and Ethical Employment Practices and Skills Development
- 14.16. All organisations with 250 or more employees must publish and report specific figures about their gender pay gap. The Agency will progress towards equalising this.
- 14.17. Additionally, the Agency and its Supply Chain will support and encourage employment and skills development opportunities through the performance of this Framework Agreement, with a specific focus on opportunities for priority groups.
- 14.18. The Agency acknowledges and agrees that Clients may test the Agency's proposed methods for delivering skills development within the local community, as relevant to their specific requirements as part of the Call-Off Procedure.

Safe & Secure Supply Chains: Addressing Modern Slavery and exploitation in our Supply Chain

- 14.19. It is the role of CCS and Client(s) to ensure the Agencies with whom we do business understand the risks of modern slavery in supply chains, and take appropriate action to identify and address those risks, with particular focus on supporting victims of modern slavery.
- 14.20. The Agency will comply with the provisions of the Agency Code of Conduct and the standards set out in Joint Schedule 5 (Corporate Social Responsibility) including the reporting requirements set out in Framework Schedule 5 (Management Charges and Information) and continuous improvement requirements set out in Call-Off Schedule 3 (Continuous Improvement).

15. Framework Key Performance Indicators (KPIs) - All Lots

The following KPIs apply to all lots and Agencies in this Framework Agreement. In addition to these KPIs each lot will have its own specific set of KPIs.

1. Framework management - All Lots		
Key Performance Indicator (KPI)	KPI Target	Measured by
Management Information (MI) returns: All MI returns to be returned to CCS by the 7th Working Day of each month	100%	Confirmation of receipt and time of receipt by CCS (as evidenced within the CCS MI system)
All undisputed CCS invoices to be paid by the Agency within 30 calendar days of issue.	100%	Confirmation of receipt and time of receipt by CCS (as evidenced within the CCS finance system)
Annual Agency self-audit certificate sent to CCS in accordance with the Framework Agreement to cover each contract year.	100%	Confirmation of receipt and time of receipt by CCS. CCS to receive within 45 calendar days of the end of the contract year.
Valid insurance certificates and certifications listed in the Framework Agreement to be provided to CCS upon expiry.	100%	Confirmation of receipt and time of receipt by CCS. CCS to receive within 45 calendar days of expiry.
Actions identified in an Audit Report to be delivered by the dates set out in the Audit Report.	100%	Confirmation by CCS of completion of the actions by the dates identified in the Audit Report.
Agencies will pay all undisputed supplier/ subcontractor invoices within 60 calendar days in order to meet the Prompt Payment Policy threshold of 85%.	% of payments in 60 calendar days: 73% Contract Year 1 79% Contract Year 2 85% Contract Year 3	Annual prompt payment reporting to be provided to CCS within 45 calendar days of the contract year end date. This may also be subject to auditing at CCS' discretion.

Agencies will be required to provide a minimum of one case study per contract year detailing work delivered under this Framework Agreement (where call-offs have taken place).	100%	Confirmation of receipt and time of receipt by CCS. CCS to receive within 45 calendar days of the calendar year end.
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ANNEX B – LOT-SPECIFIC SPECIFICATION

APPENDIX B1: Lot 1 Scope and Specification

Media Services Framework Agreement (RM6123)

Lot 1- Strategic Media Activation (Media Buying) Scope and Specification

Lot 1 - Strategic Media Activation (Media Buying)

1. Role of the Strategic Media Activation Agency

The Agency has been awarded as an Agency on a CCS Framework Agreement that is available to all public sector organisations. The role of the Agency is to provide the designated services to all customers who may seek to use this Framework Agreement. The Agency must appropriately resource itself and ensure it has a suitable understanding of the respective organisation to deliver all of the deliverables in this document. It will not be permissible for the Agency to refer to the number of clients, size, scale or breadth of

requirements as a justification for failing to meet its requirements under this Framework Agreement and to deliver the expected levels of services to each public sector organisation using the Framework Agreement.

A variety of public sector marketing functions will use the services under this lot to aid them in achieving their objectives. The one consistent and aligning priority amongst them will be a requirement for the investment made into paid media and the services facilitating those investments to be an efficient use of public sector funds. The following principles, scope, specification and deliverables will facilitate the ways in which the Agency can best adhere to that priority. However in addition, and as part of the Agency's relationships with the public sector organisations using the Framework Agreement, the Agency will be expected to:-

- 1.1. Ensure the Agencies contribution to the marketing functions objective is clear and understood.
- 1.2. Maintain a focus on continuous improvement on the delivery of Outcomes through investments in media, services related to those investments and the relationship between the Agency and the Client.
- 1.3. Develop a true understanding of the Client's organisation and organisational priorities.

2. Principles

The following are a set of principles that will apply to all elements of the scope and specification and provide a clear indication of the standards which the Agency will be expected to adhere to in providing services under the Framework Agreement.

2.1. Transparency

The Agency will be expected to provide completely transparent services to CCS and all Clients using the Framework Agreement. The Agency will be proactive in safeguarding that transparency, this includes but is not limited to:-

- 2.1.1. Ensuring that Client funds will only be used for media payments and third party costs related to services within the scope of this Framework Agreement. This means that all fees and charges will be presented by the agency and made clear to the client in advance of approval and there will be no hidden fees, undisclosed commissions or mark-ups or charging of clients or CCS more than once by the Agency or Agency Group. The Agency and Agency Group's sources of income from this agreement will be clear, transparent and disclosed to CCS and its auditors and Clients across all Media Placements (including programmatic and barter), production, technology costs (e.g. ad servers, Demand Side Platforms, Content Verification tools, Data Management Platforms, Supply Side Platforms etc.) and any other third or fourth party cost incurred and recharged to CCS and Clients.
- 2.1.2. Maintaining and making all documentation the Agency produces in delivering services to Clients under this agreement available upon request to Clients and CCS, including but not limited to all Client briefs to Agency, Agency briefs to Media Suppliers, Media Supplier response to Agency briefs, Agency response to Client briefs, Media Plans, Approved Media Plans, evidence of Client approval (e.g. by signing a document or otherwise in writing), Client purchase orders, Agency Insertion Orders, Agency and Agency Group

invoices, third and fourth party invoices for media, production, technology and any other costs charged or recharged, Reconciled Media Plans / financial reconciliations of campaigns, financial reconciliations of out of scope projects and activities, all campaign reporting, all advertising technology platform reports, all impression and click reports for digital media from the relevant supplier / source used as the basis of invoicing, post campaign reporting, all reports described in the framework agreement, all reports routinely delivered to CCS and clients, any preferred Media Supplier Agency list utilised for Media Plans and Media Buys, any Media Supplier specific service level agreements, any trading arrangement, value or value pot trackers and subcontracts used in any way for the delivery of services to CCS and Clients under this Framework Agreement

- 2.1.3. When making recommendations the Agency will disclose to CCS and Client any recommendations it puts forward that is a product, good or service provided by any organisation in which the Agency or the Agency Group has any ownership whatsoever and it must maintain a log of any spend under the framework with any such organisation; this log must be made available to CCS and its appointed auditors on 31st March and 30th September of each year, including nil returns.
- 2.1.4. The Agency is permitted to put in place client specific or aggregate framework specific contracts with media owners for investments going through the framework, such as solus trading deals. CCS and any auditor appointed by CCS will have unrestricted access to all such agreements over the duration of the Framework Agreement.
- 2.1.5. The Agency shall maintain and share with CCS records to enable it to appraise both the sustainability of the arrangement and the degree to which Value for Money is being delivered. This includes but is not limited to providing figures on a quarterly basis to accurately show the number of individuals and number of FTEs working on the account (including the hours such individuals have worked for CCS and Clients under the framework and the total hours they have recorded in the agency's time recording system) and the FTE related costs to provide the service, Agency Overhead factor and any other information or data as requested by CCS.
- 2.1.6. The Agency shall maintain and share with CCS and its auditors' records to enable it to appraise both the sustainability of the arrangement and the degree to which Value for Money is being delivered. This includes but is not limited to providing figures on a quarterly basis to allow quarterly financial reconciliation, including but is not limited to comparison of billings to bookings at an account level as well as specific reconciliation of any individual campaigns. In addition to transparency the objective of this is to reduce the workload on the agency of the annual financial compliance audit.
- 2.1.7. The Agency and Agency Group will declare and return according to agreed deadlines all rebates and AVBs earned through agreements with suppliers of Media Placements, production and technology services used under the framework both specifically for CCS and its Clients and pro rata from combining the spend of all clients of the Agency and Agency Group. CCS's auditors will have unrestricted access to all agreements with suppliers of Media Placements, production and technology services used under the framework; this to include no redaction or restriction on the clauses the auditors may review.
- 2.1.8. The Agency shall maintain an updated TUPE list which it will share and review with CCS annually.

- 2.1.9. If the Agency needs to select any technology solutions to meet its requirement under this Framework Agreement it will include CCS and GCS in the process for making that selection including providing full visibility of all criteria and scoring used to make that decision. The Agency must work with GCS and CCS on ensuring the most suitable technology solution is found to meet requirements and should not default to any solutions it already uses or that has been preselected at an Agency or Agency holding group level.

2.2. Continuous Improvement

The Agency will be expected to commit to a programme of continuously improvement over the duration of the Framework Agreement this includes but is not limited to :-

- 2.2.1. Taking suitable remedial steps where services issues have been identified.
- 2.2.2. Proactively seek out opportunities to improve the quality of service and the sustainability of the commercial model.
- 2.2.3. Deploying suitable, unbiased, quantitative methodology for collecting customer feedback on an ongoing basis (e.g NPS Survey)
- 2.2.4. Providing input, feedback and learnings at all stages of a campaign and ensuring post-campaign analysis are shared and findings are embedded into ways of working. The Agency will also meet all service delivery key performance indicators outlined in Briefs or individual Call-Off Contracts.
- 2.2.5. The Agency will also drive continuous quality through effective internal communication, horizon scanning and situational insight across the media industry to maximise opportunities, highlight risks and service Clients best.

2.3. Understanding of Government

A distinguishing feature of the services required from the Agency awarded under this lot in comparison to equivalent services the Agency may provide for its other Clients is that the Agency is expected to develop a deep level of understanding of the Public Sector and Central Government over the course of the Framework Agreement.

This is not to be interpreted as a requirement at the bid stage or outset of the relationship but instead to be interpreted as a developmental principle to encourage the Agency to continue fostering and growing a knowledge and understanding of the context of government and public sector communication as relates to providing media buying services. This is also not to be interpreted as an invitation to the Agency to contribute to any government or public sector political or non-political activities beyond their scope of work. The Agency should at all times act only within its scope of work and in collaboration with Client's under this Framework Agreement.

What is referred to here is not only knowledge of marketing campaigns and media expenditure but a broader understanding that includes:-

- 2.3.1. Understanding of Central Government and Public Sector organisations.
- 2.3.2. An understanding of governmental and department policy and policy objectives.
- 2.3.3. A clear knowledge of a department's remit, responsibilities and funding.

- 2.3.4. Understanding of key political and non-political stakeholders and stakeholder groups.
- 2.3.5. An appreciation of the constantly changing context of the public sector, government and government communications.
- 2.3.6. Maintaining knowledge of Prime Minister's Priorities.
- 2.3.7. Maintaining knowledge of Parliamentary Calendar.
- 2.3.8. A basic understanding of public procurement, rules, procedures and best practice.
- 2.3.9. The anticipated benefits of this understanding of Government and public sector organisations using this Framework is as follows:-
 - 2.3.9.1. The Agency will be more capable of contributing to Outcomes
 - 2.3.9.2. The Agency will be more informed of the need to engage with a broad range of audiences.
 - 2.3.9.3. The Agency will have a greater understanding of opportunities and limitations around data.
 - 2.3.9.4. The Agency will be more informed in how it needs to operate to deliver the deliverables.
 - 2.3.9.5. The Agency will have a clear understanding of what constitutes value for public sector organisations
- 2.3.10. The Agency will also be required at all times during the Term and the term of any Call-Off Contract to comply with the Agency HM Agency Code of Conduct (as updated from time to time) as found at <https://www.gov.uk/government/publications/Agency-code-of-conduct>.

2.4. **Democratisation of Data**

Subject to the relevant confidentiality terms in the Framework Agreement or Call-Off Contract, the Agency is encouraged at all times to make all deliverables produced and non confidential data available to third party agencies involved in the delivery of the Client's current or ongoing scope of work. As part of this the Agency should also be:-

- 2.4.1.1. Leading paid media post campaign appraisal with support and cooperation from the Media Planning Agency as well as any other Agency involved in media or communications strategy that the paid media activity was related to or derived from.
- 2.4.1.2. Collaborating with and sharing information where required with both the Client, Creative, Media Planning and Research Agency(s).
- 2.4.1.3. Supporting the Media Planning Agency with the paid, owned and earned media post campaign appraisals.
- 2.4.1.4. Complying with all Data Protection Legislation and ensuring all future appropriate data safeguards are in place for handling the Client's data. The Agency should also make available the Agencies data protection officer(s) to provide assurance on compliance with data protection regulations.
- 2.4.1.5. The Agency should be fully compliant with UK GDPR and all other relevant data protection legislation and best practices.

- 2.4.1.6. The Agency will be required to produce, for the Client's approval, a suitable data retention and management policy which includes user controls to prevent unauthorised and/or accidental sharing or use of the Client's data or login credentials.
- 2.4.1.7. The Agency must as soon as reasonably practicable, destroy the Client's data upon request or on termination of this Framework Agreement.
- 2.4.1.8. The Agency must disclose any data collection and shared data workspaces where the Client's data might be at risk of being disclosed and/or be co-opted into an unauthorised data pool and confirm that the Client's data is being logically separated.
- 2.4.1.9. The Agency must undertake due diligence of the data management platforms and other ad technology suppliers with regards to data security, data privacy compliance, system and user controls and UKEU GDPR and ePrivacy regulations and all other Data Protection Legislation; and
- 2.4.1.10. The Agency will provide a dedicated seat on the Demand Side Platforms (DSP) in order to treat Government's data separately from the Agency's programmatic trading desk.

2.5. Innovation

The Agency will be expected to be truly innovative in the solutions and recommendations it develops to meet client requirements under this Framework Agreement locally, regionally, domestically and globally this includes but is not limited to:-

- 2.5.1. Seeking out persuasive opportunities unique to public sector, government or central government departments.
- 2.5.2. Challenge the conventional wisdoms and approaches within the media and marketing industry to find the most suitable solutions.
- 2.5.3. Consider communications issues unique to public sector, government or central government departments and proactively provide recommendations to navigate them.
- 2.5.4. Proactively seek out solutions to engage and effectively communicate to a wide range of audiences.
- 2.5.5. Providing counsel on latest industry trends, developments, emerging media and marketing issues.
- 2.5.6. Proactively seeking out and recommending new audience targeting methods.
- 2.5.7. Proactively seeking out and recommending new media buying techniques.
- 2.5.8. Proactively seeking out and recommending outcome measurement innovations.
- 2.5.9. Proactively seek out unique media first opportunities with Media Supplier's and Media Supplier groups.
- 2.5.10. Keeping stakeholder informed on market developments and industry initiatives and issues that may be relevant to Government.

2.6. Value for Money

- 2.6.1. The Agency shall adopt a value for money mindset in the commercial relationship with the Client and also allocation of funds on behalf of Clients using this Framework.

- 2.6.2. Delivering value for money involves the efficient, effective and economic use of public funds in the delivery of services. It means seeking out and implementing solutions which achieve the best mix of quality and effectiveness for the least outlay. Decisions should be based on evidenced information and follow agreed processes and policies, challenging these appropriately where they appear to prevent good value for money.

3. Scope, Specification, Deliverables and Initiatives

The appointed Agency will:-

1. Provide services to individual government departments, arm's length bodies (ALBs), non-departmental public bodies (NDPB) and public sector organisations using the framework agreement.
2. Work collaboratively with Government Communication Services (GCS) and Crown Commercial Services (CCS) to ensure that the key strategic benefits of a single Agency model are realised and delivered to all government departments, arm's length bodies (ALBs), non-departmental public bodies (NDPB) and public sector organisations using the Framework Agreement.

3.1. The subcontracting of Out of Home Media Buying

The Agency will provide Out of Home Media Buying Service to Clients using this Framework Agreement. However, it must subcontract those services to the Agency awarded under Lot 3 of RM6123 Media Services and CCS will have full access and visibility of that subcontract. CCS will also determine the commercial terms of that subcontract in line with the commercial remuneration and pricing submission of the Agency awarded under Lot 3 and any subsequent amendments to either of those elements. Unless otherwise agreed between the parties the template for the subcontract will come from the Agency awarded under Lot 3 Out of Home. Unless otherwise agreed between the parties the template for the subcontract will come from the Agency awarded under Lot 1.

Within the subcontract or any appended document, fully accessible to CCS, the Agency will be required to establish with the Agency awarded under Lot 3 of RM6123 Media Services:-

1. Purchase order protocol
2. Client billing process and procedures
3. The handling of the CCS Management Charge
4. The handling of the GCS Management Charge
5. Payment terms, and data security.
6. Defined team contacts

7. Access to information and date
8. Best practices and SLA
9. Schedule for periodic review and reconciliation with CCS or any appointed auditor

The agreement of and the ongoing management of this subcontract and the relationship between the two parties will be a requirement to access any PRF payment for the relevant contract year for both the Lot 1 Agency and the Agency awarded under Lot 3 of RM6123 Media Services.

3.2. **Technology**

The Agency is required to support the Government in navigating the opportunities and limitations around our data to deliver public communications. The Agency must therefore have the capability to implement and develop the necessary data and technology platforms and processes so:-

- a. That Government can maintain a holistic as well as granular view of our media activity and performance across campaigns, including across domestic and international activity.
- b. That Government can interpret and utilize its media buying data, at both log and aggregated levels, to support our planning, delivery and evaluation of communication campaigns.
- c. That Government has full transparency and control of our data and any insights or tools produced by the Agency for Government.

3.3. **Leadership**

The Agency is required to provide a suitably capable Leadership team that is:-

- a. Committed to fostering a culture of absolute transparency.
- b. Has a capability to manage multiple stakeholder marketing and commercial relationships across GCS, CCS and Clients.
- c. A willingness to maintain a flexible partnership approach to the services delivered under this agreement. This includes an openness to changing and adapting the organisational structure of the agency services under this agreement swiftly and in partnership with CCS and GCS to support any unforeseen circumstance that government communications services may be responding to

3.4. **Core Scope of Work**

The following are services that the Agency must deliver to government departments and public sector organisations using the Framework Agreement. The Agency must work with government departments and public sector organisations to ensure that these services are provided in a way that meets their specific requirements.

The deliverables in this agreement are considered to be either:-

Framework Deliverables - These are deliverables that the Agency needs to provide to a central GCS and CCS team involved in the overall management of the relationship.

Client Deliverables - These are deliverables that the Agency needs to make available to each Client using the Framework Agreement.

Where a categorisation has not been provided the deliverable by default should be considered a **Framework Deliverable**.

CCS with support from GCS and The Agency will lead an annual Framework review of the Agency scope of work, specification, deliverables and initiatives

3.4.1. Scope: Public Sector Specialist Account Management

As the Agency will be providing service to several public sector organisations including Central Government departments, the Agency is required to ensure that it develops an account management team that gains a suitable understanding of the public sector and government over the duration of the Framework Agreement To enable this The Agency will provide specialist account management service to the Client. This team is considered to be pivotal to the principle of “Understanding of Government” above. This team is not expected to be fully knowledgeable of Government from the bid stage or start of the agreement. However in line with the principle is expected to develop this knowledge over the term of this Framework agreement. This team will also be responsible for an annual continuous improvement programme. The Agency account management function will also be responsible for ensuring that the media buying services are provided collaboratively with all other third party agencies that the Client works with, including but not limited to media planning agencies, creative agencies and research agencies.

3.4.1.1. Specification(s) :

3.4.1.1.1. Account Management

3.4.1.1.1.1. This Account Management function is differentiated from an ordinary Account Management service through continuous development of a higher level and understanding of the Public Sector. The level of understanding referred to includes but goes beyond knowledge of marketing campaigns and media expenditure but also an understanding of public sector organisations, Government and departmental priorities, policy and policy objectives, remits and responsibilities, funding, key political and nonpolitical stakeholders and stakeholder groups, governing bodies, accountable parent organisation(s) and an awareness and appreciation of the emerging news and context of parliament, government and government communications. The team should on an ongoing basis input this knowledge into the total delivery of service to the client. The Agency is not expected to recruit specifically for this specification

but is expected to continue to develop this account management to have this sort of client knowledge and understanding.

- 3.4.1.1.1.2. The Agency will provide sufficient resources for out of hours, emergency, bank holiday periods and ensure sufficient resilience and back up expertise is available when needed.
- 3.4.1.1.1.3. The Agency will deliver an agile solution that provides for each and every client, regardless of macro factors (e.g. emergency campaigns, unplanned pauses) whilst mitigating impact on budgets.
- 3.4.1.1.1.4. The Agency will coordinate activity across the service provisions and review monthly with CCS and Agency central teams the effectiveness of this approach, providing feedback and suggested changes where required. CCS and Agency central teams will provide local team feedback at the monthly meetings to share feedback to ensure an effective service delivery for all Client types.
- 3.4.1.1.1.5. The Agency will allocate specific named account teams for each Client. The Agency will work with each Client and provide the media buying implementation service tailored to such Client's requirements. Requirements can be broadly grouped into three types:
 - 3.4.1.1.1.5.1. Strategic implementation: Clients who have some existing media knowledge, and require deep media expertise with forward thinking approaches and innovation for media buying routed in the strategy for campaigns. The Agency will be engaged from the first briefing with the creative and planning agencies to facilitate this change in role;
 - 3.4.1.1.1.5.2. Support implementation: Clients who need good quality media thinking and guidance in media buying opportunities and support in understanding the rationale for proposal and implications of buying recommendations; and
 - 3.4.1.1.1.5.3. Buying implementation: campaigns from Clients that require straightforward booking of media to secure the best value to deliver the desired outcome objective and metric set for the activity.

3.4.1.1.2. Continuous Improvement Programme

- 3.4.1.1.2.1. The Agency will be required to involve its Senior Stakeholders in the annual continuous improvement programme.
- 3.4.1.1.2.2. The Agency will be expected to draw upon suitably resource from within its team to support on any relevant programme.
- 3.4.1.1.2.3. The design and implementation of the continuous improvement programme is to be done in collaboration with GCS and CCS.
- 3.4.1.1.2.4. The Agency should aim to achieve coherence in the focuses of the continuous improvement programme over the duration of the agreement.
- 3.4.1.1.2.5. The programme should have a clear set of deliverables agreed at the outset of each cycle of the continuous improvement programme.
- 3.4.1.1.2.6. The Agency is required to provide experienced and suitably proficient project management personnel.

- 3.4.1.1.3. The Agency is also required to keep accurate records and respond to the ranging requirement of clients using this Framework professionally and at a suitable speed.

3.4.1.2. Deliverable(s) :

- 3.4.1.2.1. **Public Sector Specialist Account Management Service(s)**
Over the duration of the Framework Agreement the Agency shall develop and maintain a body of knowledge about Government and Public sector and shall provide comprehensive account management services to the Client. The service is required to be provided by an account management team that is constantly growing its knowledge of public sector, government and government communications and capable of transferring this knowledge into all other deliverables and client engagements provided or conducted by the other component parts of the Agency. This is considered to be a Client Deliverable.
- 3.4.1.2.2. **Client Specific Public Sector Overview Document(s)** The Agency shall produce a document(s) reviewing the previous fiscal year and the impact of that Client's paid media and present that document as a review of the previous fiscal year and the impact of that Client's paid media campaigns on the Client's policy objectives, wider public sector and provide learnings and recommendations for the subsequent year(s). This is considered to be a Client Deliverable available to clients spending an agreed upon amount in an annual year.

That amount is to be agreed between CCS and the Agency on an annual basis.

3.4.1.2.3. **Cross Government Public Sector Overview Document(s)**

GCS and Central Government Clients campaigns need to be delivered against the identified Prime Minister's priorities each year. At the end of a fiscal year the Agency will be required to provide a document(s) to show how paid media investment has contributed towards each of the identified Prime Minister's priorities. The Agency shall produce this annual document and present it as a review of the previous fiscal year, providing learnings and recommendations for the subsequent year(s). This is considered to be a Framework Deliverable.

3.4.1.2.4. **HMG Response Recommendation Document(s)** Upon substantial developments or significant breaking news the Agency having consulted CCS and GCS shall produce a proactive document(s) providing recommendations on how paid media can be deployed in response, the Agency must also be available to present its recommendations to or in collaboration with GCS, CCS or any specific Central Government Department using this Framework Agreement. This is considered to be a Framework Deliverable.

3.4.1.2.5. **Annual Designated Research Programme(s)** On an annual basis the Agency shall produce an annual research piece as directed and agreed by GCS focused on paid media and public sector Outcomes. This is considered to be a Framework Deliverable.

3.4.1.2.6. **Risk Register Document(s)** - The Agency will keep an updated document(s) as a risk register that logs all anticipated and realised risks in relations to the delivery of the services to Clients on the Framework Agreement, including what mitigations and interventions were taken, when those actions were taken and a designated accountable person. This document must be accessible to CCS at all times. CCS should be informed when any change to the document is made. This is considered to be a Framework Deliverable.

3.4.1.2.7. **Issues and Complaint Log Document(s)** - The Agency will maintain an updated document(s) logging issues or complaints from Clients using the Framework Agreement. This can also include issues or reasonable complaints from the Agency. This document must be accessible to CCS at all times. CCS should be informed when any change to the document is made. This is considered to be a Framework Deliverable.

3.4.1.2.8. **Client Activity Tracker Document(s)** - The Agency will maintain an updated document(s) that tracks and monitors all briefs, campaigns and media plans from the start of the Framework Agreement. This document must be accessible to CCS at all times. This document must :-

- 3.4.1.2.8.1. As a minimum be updated on a monthly basis and before the Friday of the 1st week of every month.

- 3.4.1.2.8.2. Where relevant, accommodate a suitable data structure to handle the hierarchy of briefs, campaigns and media plans.
 - 3.4.1.2.8.3. Maintain a suitable and consistent taxonomy.
 - 3.4.1.2.8.4. Maintain a consistent method of data entry.
 - 3.4.1.2.8.5. Detailed SLAs procedure followed for each campaign.
 - 3.4.1.2.8.6. Detail the organisation running the activity.
 - 3.4.1.2.8.7. Detail whether the organisation is Central Government or Non-Central Government.
 - 3.4.1.2.8.8. Detail the exact date the brief was received
 - 3.4.1.2.8.9. Detail the exact date the brief was responded to
 - 3.4.1.2.8.10. The Agency shall indicate whether the brief was responded to 'late' or 'on-schedule'
 - 3.4.1.2.8.11. Detail the exact date the campaign went live
 - 3.4.1.2.8.11.1. Where a campaign has multiple elements going live at different dates the Agency shall use the data when with more than 75% of the monetary value of the campaign was set live
 - 3.4.1.2.8.12.
 - 3.4.1.2.8.13. Where different elements of the campaign went live at different times, details should be included in an *additional notes* field.
 - 3.4.1.2.8.14. Include spend by campaign to date.
 - 3.4.1.2.8.15. Design a classification and include a fixed entry campaign classification taxonomy to indicate the current status of the campaign.
 - 3.4.1.2.8.16. Where its activity is related to a Government client, Include PASS ID or equivalent identifier.
 - 3.4.1.2.8.17. Where its activity related to a GCS priority or theme for that period providing additional columns for that to be detailed.
- This is considered to be a Framework Deliverable.
- 3.4.1.2.9. **Campaign Coordination Service(s)** - The Agency shall coordinate all meetings and presentations regarding upcoming, live or completed Client campaigns pulling in the relevant resources from across the Agency to provide the client with a productive and informative meeting or presentation. This is considered to be a Client Deliverable.
 - 3.4.1.2.10. **Continuous Improvement Programme(s)** - On an ongoing basis the Agency is expected to run a continuous improvement programme with designated focus areas agreed on annually and implemented quarterly with GCS and CCS. The Agency is expected to make its resources available to this programme and where it decides additional resource from the wider Agency organisation is required it shall do so at its own discretion at no additional cost to Client, CCS or GCS. This is considered to be a Framework Deliverable.

3.4.2. Scope: Media implementation

RM6123– Media Services

Call-Off Contract

In response to the media buying brief the Agency shall provide a media laydown in granular detail within each media channel, including exact media, technology and data suppliers, formats, quality parameters and planned costs on a line-by-line basis.

3.4.2.1. Specification(s) :

- 3.4.2.1.1. The Agency shall ensure that the media plan it produces meets the requirements of the media buying brief and will support the media planning Agency on its requirement to attest that the media plan does align with the buying brief.
- 3.4.2.1.2. The media plan shall detail all anticipated costs to clients. For each media plan there is expected to be a minimum of three versions over the course of a campaign. A media plan's versions must be clearly labelled and copies of each media plan retained. All versions of the media plan must be made available to Client and CCS in spreadsheet form. The three media plan versions are as follows :-
 - 3.4.2.1.2.1. Agency Recommended Media Plan
 - 3.4.2.1.2.2. Client Approved Media
 - 3.4.2.1.2.3. Final Reconciled Media Plan
- 3.4.2.1.3. Where the media plan contains products or recommendations that would otherwise require a specific approval procedure. That specific approval procedure must be sought from the client separate to the approval of the media plan, client approval of the media plan shall not be interpreted as that specific approval. Subject to the terms of the Call of Contract CCS should be notified of all such approval requests.
- 3.4.2.1.4. Each media plan should be accompanied with a media plan rationale which provides the criteria or rationale for each product included in the media plan, this can be included as an additional page or tab in the media plan document.
- 3.4.2.1.5. Where activity is related to a Government client the approved media plan must Include PASS ID or equivalent GCS identifier.
- 3.4.2.1.6. Government Communications services restrictions or instructions are not considered to apply by default to wider public sector organisations using this Framework Agreement. The Agency should confirm the application of any instructions or restrictions to wider public sector clients with CCS.

3.4.2.2. Deliverable(s) :

- 3.4.2.2.1. **Implementational Media Planning Service(s)** - In response to a media buying brief or brief from client the Agency shall use the designated tools and talent it has available to

- 3.4.2.2.1.1. develop a brief to media owners and where relevant the Out of Home Specialist Agency,
 - 3.4.2.2.1.2. collect media owner and Out of Home Specialist Agency responses
 - 3.4.2.2.1.3. produce Media Plan Rationale Document(s) and Media Plan Document(s)
- This is considered to be a Client Deliverable
- 3.4.2.2.2. **Media Plan Rationale Document(s)** The Agency will produce a document detailing the selection criteria and reasoning for the media products put forward in the media plan, this can be incorporated into the same document as the Media Plan Document. The document should also reference adherence to the buying brief and how the plan put forward will deliver on Outcomes as well as reach and engage the designated target audience(s). This is considered to be a Client Deliverable.
 - 3.4.2.2.3. **Media Plan Document(s)** The Agency shall produce a spreadsheet document detailing a media laydown in granular detail within each media channel, including but no limited to :-
 - 3.4.2.2.3.1. Exact media investment planned.
 - 3.4.2.2.3.2. All technology used and associated costs.
 - 3.4.2.2.3.3. All data used and associated costs.
 - 3.4.2.2.3.4. All Media Suppliers.
 - 3.4.2.2.3.4.1. With clear and visible demarcation of any Media Suppliers or third parties that the Agency or its Agency holding group has any interest in or is on a trading deal, preferred supplier list or equivalent arrangement.
 - 3.4.2.2.3.5. All advertising formats and any associated production costs.
 - 3.4.2.2.3.6. Estimated frequency for each product.
 - 3.4.2.2.3.7. All Quality parameters.
 - 3.4.2.2.3.8. All Total Planned costs.
 - 3.4.2.2.3.9. All Amounts reserved as contingency.
 - 3.4.2.2.3.10. Gross Media Cost.
 - 3.4.2.2.3.11. Net Media Costs.
 - 3.4.2.2.3.12. VAT.
 - 3.4.2.2.3.13. Agency Discount.
 - 3.4.2.2.3.14. Agency Fee.
 - 3.4.2.2.3.15. ASBOF.
 - 3.4.2.2.3.16. Digital Service Tax.
 - 3.4.2.2.3.17. CCS levy.
 - 3.4.2.2.3.18. GCS Levy.
 - 3.4.2.2.3.19. Where biddable is used estimate unit cost (In a Reconciled Media Plan this is to be updated with the average media unit price or equivalent metric representative of the unit price paid)
 - 3.4.2.2.3.20. Buy Type.
 - 3.4.2.2.3.21. Client Organisation Name.
 - 3.4.2.2.3.22. Date.
 - 3.4.2.2.3.23. Campaign Name.

- 3.4.2.2.3.24. Where relevant PASS ID or equivalent.
 - 3.4.2.2.3.25. Approver Name.
 - 3.4.2.2.3.26. Approver email.
 - 3.4.2.2.3.27. Planner Name.
 - 3.4.2.2.3.28. Planner Email.
 - 3.4.2.2.3.29. Agency Name.
 - 3.4.2.2.3.30. Glossary of any abbreviations used
- This is considered to be a Client Deliverable.

3.4.3. Scope : Media Buying

The Agency will execute media plans to purchase media space regionally, nationally and internationally across a range of different channels and platforms to reach all audiences as required by the Client. As part of this scope the Agency is also required to provide Media Campaign Reporting, Advertising Operation Services and a range of services under the umbrella term of Advertising Verification and Assurance.

The following non exhaustive list provides example media channels that the Agency will be expected to capable of making buys in:-

- | | |
|-----------------------------------|--------------------------------------|
| a) Regional media | b) Vod/AdSmart |
| c) Hyper Local Media | d) Radio |
| e) Print – National & Local Press | f) Digital Radio |
| g) Print – Local Press | h) Digital Display |
| i) Print – Consumer | j) Experiential |
| k) Print – Trade Press | l) Direct Mail |
| m) Print – Financial Press | n) Email Marketing |
| o) Print – Magazine | p) Pay-per-click (PPC) |
| q) Print – Specialist Titles | r) In-app |
| s) Print – Recruitment | t) SMS Marketing |
| u) TV | v) Cinema |
| w) Regional TV | x) Content Marketing |
| y) Smart TV/Games Console | z) Voice and Audio Services |
| aa) Telemarketing | bb) Recruitment Channels/Job Boards |
| cc) Search Engines | dd) Addressable Media (including TV) |
| ee) Sponsorship | |

ff) Out of Home Media¹

gg) Emerging Channels as required (e.g. AI, VR)

3.4.3.1. Specification(s) :

- 3.4.3.1.1. The Agency must be suitably capable of activating campaigns at speed.
- 3.4.3.1.2. The Agency must ensure its media buying function accurately follows financial processes and procedures to reduce invoice queries.
- 3.4.3.1.3. The Agency must ensure that its media buying function is suitably resourced and capable of compiling reports and producing documents.
- 3.4.3.1.4. Frequency;
 - 3.4.3.1.4.1. The Agency will put in place frequency caps across all channels where measurable. The Agency shall do so not only on individual campaigns, but where possible, also for audiences to prevent oversaturation and message fatigue for campaigns.
 - 3.4.3.1.4.2. Consideration should be given to the impact of low cookie consent opt-in rates that some Government Departments using this Framework will have. This will impact the Agency's ability to use first party website metrics in evaluating campaign performance. The Agency will be required to keep pace with alternative solutions as they become available.

3.4.3.1.5. Media Campaign Reporting

- 3.4.3.1.5.1. The Agency should agree with the Client in advance of a campaign commencing a schedule for reporting that includes frequency of reporting, format of the report and the way in which the report will be shared.
- 3.4.3.1.5.2. Where possible the Agency should seek to automate campaign reporting.
- 3.4.3.1.5.3. The Agency should on an ongoing basis and before every campaign check with clients of the usefulness of the reports to be produced and be flexible to clients required amendments to make any standardised reporting more suitable for that specific Client.
- 3.4.3.1.5.4. All reports produced must be stored and made accessible to CCS at all times during the Framework Agreement and for the contractually required time thereafter.
- 3.4.3.1.5.5. All reports should be provided in spreadsheet format and where appropriate retain formulas used to calculate all

¹ The Agency will provide Out of Home Media Buying Service to Clients using this framework agreement. However it must subcontract those services to the Agency awarded under Lot 3 of RM6123 Media Services and CCS will have full access and visibility of that subcontract

cells. Unless requested by Client no reports shall be shared in an image format.

3.4.3.1.5.6. Unless requested by Client no reports shall be password protected.

3.4.3.1.6. Advertising Operations Services

3.4.3.1.6.1. The Agency is required to provide agile and effective systems of setting up campaigns correctly and inline with any requirements in this Framework Agreement.

3.4.3.1.6.2. The Agency is expected to adopt suitable methods and processes to automate advertising operations, minimising risk of human errors and maximising the efficiency and speed at which activity can be set live, paused or stopped altogether.

3.4.3.1.6.3. The Agency is also expected to monitor assets utilisations and provide insight and reporting on underutilised assets.

3.4.3.1.6.4. The Agency is also expect to maintain a issues log of trafficking issues with specific creative agencies or clients which add inefficiency to the advertising operations process

3.4.3.1.6.5. The Agency will be expected to follow best practice procedures and make recommendations to clients and third party agencies on issues such as file type, file size, formats and creative suitable to a specific channel

3.4.3.1.6.6. The Agency will be required to ensure best practices regarding campaign tracking are adopted and implemented, such as tagging and utm parameters, to support evaluation. This will include frequent monitoring and auditing of tags in use and removal of those no longer required.

3.4.3.1.6.7. The Agency will be required to provide an advertising operation service that is technically proficient to deliver advanced advertising operations requests such as dynamic creative, dynamic feedsheets and other advancements as they arise.

3.4.3.1.6.8. For Central Government and GCS Clients a unique campaign ID will be generated during the CSB/PASS approval stage. That ID will need to be incorporated as an identifier against all lines of activity and used by the media buying Agency through the campaign lifecycle to aid tracking.

3.4.3.1.6.9. The Agency must follow and maintain through the course of the Framework Agreement suitable and consistent naming conventions in its advertising operations. At the start of the Framework Agreement the Agency should agree naming conventions with GCS and CCS.

3.4.3.1.7. Hard to Engage Audiences

- 3.4.3.1.7.1. Clients using this Framework Agreement have a duty to communicate with a variety of audiences in different regions and communities across the UK. The Agency must as part of its media buying service be able to activate media that will support Clients in engaging with a diverse range of common and uncommon audiences.
- 3.4.3.1.7.2. Client's using this Framework do not commonly face issues *reaching* a diverse range of common and uncommon audiences or audience traits but will need the Agencies expertise in *engaging* specific audiences with common and uncommon audiences or audience traits through media buying tactics.
- 3.4.3.1.7.3. The Agency will provide these services in line with the Client's requirement to engage with a specific audience or audience group including but not limited to :-
 - 3.4.3.1.7.3.1. A specific regional, local and hyper local community.
 - 3.4.3.1.7.3.2. A specific cultural group or groups of people.
 - 3.4.3.1.7.3.3. A specific minority audience or audience group.
 - 3.4.3.1.7.3.4. Any specific bespoke and or custom audience or audience group.
- 3.4.3.1.8. The Agency will be expected to have suitable knowledge and capabilities to activate media opportunities specifically effective at engaging commonly harder to engage audience groups.
- 3.4.3.1.9. The Agency will be required to have suitable knowledge to reach and engage with communities and have the capability to identify traits, habits and media consumption that will aid in engaging the target audience through media buying tactics.
- 3.4.3.1.10. The Agency will be required to have the capability to secure specific media inventory or build media supplier relationships to aid buying against niche audiences.
- 3.4.3.1.11. Advertising Verification and Assurance
 - 3.4.3.1.11.1. Viewability
 - 3.4.3.1.11.1.1. Targeting an industry-leading Viewability standard is a priority for CCS and GCS. It is important that campaign impressions are viewed by the maximum number of people within quality environments to
 - 3.4.3.1.11.1.1.1. ensure activity is effective and

- 3.4.3.1.11.1.1.2. demonstrate responsible use of taxpayer's money. .
- 3.4.3.1.11.1.2. The Agency is required to work towards a goal of 100% Viewability but does not have to trade on a viewable only basis. The Agency should adopt the most suitable trading methodology for achieving the highest Viewability score possible whilst adhering to the principle of Value for Money.
- 3.4.3.1.11.1.3. Specific Viewability levels will be confirmed in the Call-Off Contracts for each campaign and Brief.
- 3.4.3.1.11.1.4. The Framework definition of a viewable ad impression is:
 - 3.4.3.1.11.1.4.1. A served ad impression where the ad was contained in the viewable space of the browser window, on an in-focus browser tab, with 100% Viewability and the following specific durations across the following digital advertising placements:
 - 3.4.3.1.11.1.4.1.1. Display – 100% in view, for a minimum of 1 continuous second^[1]
 - 3.4.3.1.11.1.4.1.2. Video (e.g. pre-roll) – 100% in view for half the duration of the ad (15 second cap, sound on)
 - 3.4.3.1.11.1.4.1.3. In-feed Video in Social – 100% in view for half the duration of the ad (15 sec cap, no sound)
 - 3.4.3.1.11.1.4.1.4. The 'In-feed Video in Social' standard refers to video inventory bought on an impression basis across applicable social media platforms
 - 3.4.3.1.11.1.4.1.5. Native/Outstream Video - 100% for half the duration of the ad (15 second cap, no sound)
- 3.4.3.1.11.1.5. Campaigns buying below the Viewability standards for a Viewable Impression will be required to show evidence for this decision in their respective Briefs and any further documentation as required. CCS and GCS must be informed of any such requests.
- 3.4.3.1.11.1.6. The Agency shall work with the Client to test different Viewability standards across campaigns in order to inform longer-term decision making around expected standards

- and to achieve the most effective outcomes for campaigns.
- 3.4.3.1.11.1.7. The Agency is aware of the Coalition for Better Ads and will comply with their 'Better Ads Standards' for effective placement of adverts, increased user experience, and the avoidance of ad clutter when supplying the Services.
- 3.4.3.1.11.1.8. The Agency shall accept responsibility to have the appropriate measurement technology in place in order to accurately measure Viewable Impressions and Viewability standards.
- 3.4.3.1.11.2. Brand Safety
- 3.4.3.1.11.2.1. All campaign activity on this Framework Agreement is to be led by an innovative approach to brand safety that ensures it is industry-leading. The Agency must hold itself to the highest standard of brand safety and make extra efforts to prevent any breaches of brand safety for any Client using this Framework Agreement.
- 3.4.3.1.11.2.2. The Agency is required to actively keep across tech and industry developments or and issues. The messaging from all public sector organisations using this Framework Agreement needs to appear in environments that inspire and encourage public trust.
- 3.4.3.1.11.2.3. The Agency is expected to have measures in place to support the goal of 100% brand safety - this should include but not be limited to the use of an inclusion list and exclusion lists.
- 3.4.3.1.11.2.4. Where the Agency needs to rely on human monitoring and reporting for brand safety. The Agency must ensure effective allocation of resources to support that.
- 3.4.3.1.11.2.5. The Agency must also consider Brand suitability when considering media products and contexts in which the paid media advertisement of Clients using the Framework Agreement may appear. Campaign activity needs to be not only brand safe but also suitable for the advertisers' brand. The activity of the Client's using the Framework Agreement encompasses various different departments and organisations and a diversity of campaigns with a range of tolerances. The Agency needs to have measures in place that allow for flexibility across government campaigns.

- 3.4.3.1.11.2.6. The Agency must have in place an approach to brand safety that has contextual capabilities to mitigate as much as possible against any unintended exclusions.
- 3.4.3.1.11.2.7. The Agency will agree with CCS and GCS on which brand safety and content verification tools ("CV Tools") will be used in relation to the Client's Digital Media Placements to enable the Client to monitor content verification, Viewability measurement and fraud detection. The parties will monitor the performance of the CV Tool on an ongoing basis and the cost of such CV Tools shall be charged to the Clients on a pass through basis. The Agency shall also disclose to the Client any interests that it or the Agency Group has in any technology Agencies uses in the course of any services on this Framework Agreement.
- 3.4.3.1.11.2.8. CCS and GCS must be provided with unrestricted access to full reports from the CV Tool on an ongoing basis. These reports should include data on the number and rate of Viewable Impressions, total impressions, click-throughs, domains, time and date stamp and any other applicable engagement metrics agreed between the parties in relation to each Digital Media Placement.
- 3.4.3.1.11.2.9. Where available, the reports shall also include details of any brand safety issues, ad collision and any actual or suspected traffic fraud or domain spoofing in relation to each Digital Media Placement. CCS and GCS will be provided with full access to the CV Tool in relation to Digital Media Placements.
- 3.4.3.1.11.2.10. Where ads are placed in connection with any fraudulent, non-viewable and/or unsafe traffic and such ads are paid for by the Agency, the Agency must use reasonable endeavours to recover the value of such ads placed in cash, credits and/or other compensation on a proportionate basis Each Client shall receive a proportionate share of any sums, credits or other compensation where the same is recovered by the Agency.
- 3.4.3.1.11.2.11. Where the Agency is not obliged to pay for ads (whether declared as Viewable Impressions or not), the Client shall not be required to pay for such ads.
- 3.4.3.1.11.2.12. Where ads are placed in connection with any fraudulent, non-viewable and/or unsafe traffic and such ads are paid for by the

- Agency, the Agency must use reasonable endeavours to recover the value of such ads placed in cash, credits and/or other compensation on a proportionate basis. Each Client shall receive a proportionate share of any sums, credits or other compensation where the same is recovered by the Agency.
- 3.4.3.1.11.2.13. By default the Agency's inclusion and exclusions list should be adopted. However upon request from the Client the Agency will provide the Client with a list of websites and apps that appear on its brand safe list so that the Client may create its own list of third party approved websites and apps ("Client Inclusion List").
- 3.4.3.1.11.2.14. The Agency will only run Media Placements on websites and apps if they appear on the Client Inclusion List. The Client shall have the right to amend the Client Inclusion List on 3 Working Days' notice to the Agency.
- 3.4.3.1.11.2.15. The Agency shall not put Media Placements on websites, apps, or platforms that it should reasonably be aware contain or link to the following content ("Exclusion Content") unless otherwise approved by the Client in writing:
- 3.4.3.1.11.2.15.1.1. obscene, indecent or pornographic content (including child pornography);
 - 3.4.3.1.11.2.15.1.2. content that is hateful, threatening, harassing or abusive;
 - 3.4.3.1.11.2.15.1.3. violent content;
 - 3.4.3.1.11.2.15.1.4. content liable to incite racial hatred or other forms of unlawful discrimination;
 - 3.4.3.1.11.2.15.1.5. content liable to incite acts of terrorism;
 - 3.4.3.1.11.2.15.1.6. content containing excessive profanity;
 - 3.4.3.1.11.2.15.1.7. content relating to illegal drugs or drug paraphernalia;
 - 3.4.3.1.11.2.15.1.8. content relating to the sale of firearms, ammunition or other weapons;
 - 3.4.3.1.11.2.15.1.9. content that is defamatory or trade libellous;
 - 3.4.3.1.11.2.15.1.10. content relating to the sale or promotion of counterfeit goods;

- 3.4.3.1.11.2.15.1.11. content that infringes any third party's Intellectual Property Rights, other proprietary rights or rights of publicity or privacy;
- 3.4.3.1.11.2.15.1.12. content that contains viruses, trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, surreptitiously intercept, detrimentally interfere with or expropriate any system, data or personal data;
- 3.4.3.1.11.2.15.1.13. content that is otherwise harmful, unlawful or illegal;
- 3.4.3.1.11.2.15.1.14. alcohol-related content; (unless required for campaign purposes)
- 3.4.3.1.11.2.15.1.15. gambling-related content; (unless required for campaign purposes)
- 3.4.3.1.11.2.15.1.16. tobacco-related content; (unless required for campaign purposes)
- 3.4.3.1.11.2.15.1.17. content relating to prescription drugs; (unless required for campaign purposes)
- 3.4.3.1.11.2.15.1.18. unmoderated forums; and/or
- 3.4.3.1.11.2.15.1.19. content that is harmful to minors in any way or otherwise unsuitable for them to view,
- 3.4.3.1.11.2.15.1.20. content that could be defined as disinformation and deliberately misleads or misinforms users
- 3.4.3.1.11.2.15.1.21. environments that do not comply with relevant regulatory or legislative guidance.
- 3.4.3.1.11.2.16. The Agency shall use appropriate software tools to verify that the websites and apps on the Client Inclusion List do not contain any Exclusion Content. The Client shall not pay for ad impressions, clicks or post-campaign conversions delivered on inventory that contains any Exclusion Content. In the event that the Agency discovers or is notified that a Media Placement has appeared on a

- website that contains or links to Exclusion Content it shall use its best endeavours to remove the Media Placement as soon as possible and in any event within twenty four (24) hours of discovery or notification.
- 3.4.3.1.11.2.17. Notwithstanding the foregoing, the parties acknowledge news reporting editorial about content considered to be Exclusion List Content ("Editorial Content") may feature on Client Inclusion List websites and apps and that the Agency shall not be in breach of this paragraph or any clause in this Framework Agreement if Media Placements are made on Client Inclusion List websites and apps featuring such Editorial Content.
- 3.4.3.1.11.2.18. The Agency shall, in conjunction with the Client, conduct quarterly reviews and updates of the Exclusion Content and quarterly audits of the Exclusion Content against ad network buys, programmatic trading and promptly share the results with the Client. This should include a review of any Keyword Blocklists in use.
- 3.4.3.1.11.2.19. The Client shall be entitled to request for specific websites or apps to be removed/blocked from its digital campaigns (provided such notice is given at least twenty four (24) hours before activation) and the Client must approve the use of any ad network before any insertion orders (IOs) or Trading Deals are signed off by the Agency.
- 3.4.3.1.11.2.20. The Agency is aware of the Digital Trading Standards Group ("DTSG") "Good Practice Principles" and will comply with those principles, including using its reasonable endeavours to minimise the risk of ad misplacement, when supplying the Services.
- 3.4.3.1.11.2.21. The Agency shall not place media on websites or their app counterparts that appear on the Police Intellectual Property Crime Unit ("PIPCU") Infringing Website List.
- 3.4.3.1.11.2.22. The Agency will designate specific resources at a senior level to proactively develop brand safety and content verification policy in line with industry developments and embed agreed processes and best practice across the organisation. This may include but will not be limited to providing bespoke training to the Client.
- 3.4.3.1.11.3. SAFE Framework - The SAFE Framework is the existing GCS standards which must be adhered to at a minimum across paid activity. These standards are

not 'fixed', they may change in line with future challenges/issues within the industry. The Agency must proactively update GCS on industry brand safety developments and best practice and advice on new standards.

- 3.4.3.1.11.3.1. The Agency will be required to provide a designated Senior Responsible Officer to proactively develop brand safety and content verification policy in line with industry developments and embed agreed processes and best practice across the organisation. This may include but will not be limited to providing bespoke training to the Client
- 3.4.3.1.11.3.2. The Agency will also be required to implement the SAFE Framework across all Video inventory and utilise Agency products such as YouTube Curate to do so.
- 3.4.3.1.11.4. Ad Fraud
 - 3.4.3.1.11.4.1. The Agency shall adopt policies and strategies to identify traffic fraud and mitigate its impact including implementing technology to detect and prevent such fraud and filtering traffic through suppliers who prioritise fraud detection.
 - 3.4.3.1.11.4.2. Where Ad Fraud tools are employed, the Client shall only pay for ad impressions, clicks or post-campaign conversions verified by the ad fraud tool as being human traffic and, to enable the Client to verify compliance, the Agency shall provide the Client with access to monthly campaign level ad fraud reports and administrative access to the Client's account on the Ad Fraud detection platform. Where ads are placed in connection with any fraudulent, nonviewable and/or unsafe traffic and such ads are paid for by the Agency, the Agency must use reasonable endeavours to recover the value of such ads placed in cash, credits and/or other compensation on a proportionate basis. Each Client using an appropriate monitoring tool shall receive a proportionate share of any sums, credits or other compensation where the same is recovered by the Agency.
- 3.4.3.1.12. Although much of the above specification refers to digital channels the Agency shall consider equivalent issues in all other channels and work collaboratively with the Client in mitigating them.
- 3.4.3.1.13. The Agency must be fully capable of activating campaigns across the entirety of the UK as well as in individual devolved administrations, regions, local governments and communities

that make up the UK. The supplier must also be capable of activating against audiences in international markets.

3.4.3.2. Deliverable(s) :

3.4.3.2.1. **Media Buying Service(s)** - The Agency will provide comprehensive media buying services to the Client focusing on all the Principles outlined in this scope of work document. This includes but is not limited to negotiating media buys on the client's behalf, seeking out suitable investment opportunities, acting in a complete transparent way in regards to the accrual and allocation of value and adhering to the terms of this agreement and any standards as communicated by the Client. This is considered to be a Client Deliverable.

3.4.3.2.2. **Advertising Operations Service(s)** - The Agency is required to provide advertising operation services that are agile and suitable to meet the requirements of a variety of clients under this Framework Agreement some of which will be seeking to get activity live as soon as possible. The Agency is also encouraged to take an innovative approach to driving further efficiencies in its adoperation services through use of automation or any other approaches that can meet Client requirements. This is considered to be a Client Deliverable.

3.4.3.2.3. **Campaign Optimisation Service(s)** - For every media buy the Agency will continue to optimise the campaign on an ongoing basis with the objective of improving campaign performance as much as is possible and in line with the standards as communicated by the Client. This is considered to be a Client Deliverable.

3.4.3.2.4. **Media Campaign Reporting Service(s)** - The Agency is required to provide services for Campaign Reporting, which includes at designated times during or after a campaign providing clients with insights, statistics, analysis and update of the status of a campaign or piece of activity within a campaign. These services should be provided to the client by way of documents, dashboards and/or presentations as agreed and deemed appropriate by the Client and CCS. This is considered to be a Client Deliverable.

3.4.3.2.5. **Brand Safety and Ad Fraud Service(s)** - The Agency will provide Brand Safety monitoring, intervention and reporting service to Clients using this Framework Agreement specifically flagging issues and deploying interventions within 24 hours. This will include proactive engagement with leading publishers and platforms used to provide services under this Framework Agreement on their brand safety and Ad Fraud standards. The Agency will also procure and select the most suitable technologies and solutions to meet the Client's specific requirements. This is considered to be a Client Deliverable.

3.4.3.2.6. **Hard to Engage Audience Service(s)** - The Agency will provide specific services to enable clients to engage with specific audiences that are ordinarily more difficult and complicated to identify and communicate to. This service will be embedded into its media buying services. This is considered to be a Client Deliverable.

- 3.4.3.2.7. Viewability Continuous Improvement Programme(s)** - 3 months before the start of the fiscal year the Agency will review and report on the progression of Framework Viewability standards across all media channels and work with CCS and GCS to agree a Viewability target for the year. The Agency will then provide CCS and GCS with a proposal on an approach to Viewability for the subsequent year that will be reviewed and agreed in advance of the start of the new fiscal year and include quarterly points to review performance against those Viewability goals. This is considered to be a Framework Deliverable.
- 3.4.3.2.8. Log of Value Accrual and Allocation Document(s)** - The Agency shall maintain a document which will act as a ledger book of value accrued and allocated by channel, by media owner, technology and or data provider. The Agency will register all allocation of that value against any Client activity. This document shall be made accessible to CCS at all times. This is considered to be a Framework Deliverable.
- 3.4.3.2.9. Log of Media Buy Document(s)** - The Agency shall maintain a document which will act as a log of all non-biddable media buys that have been executed through the Framework Agreement including but not limited to the following pieces of information :-
- 3.4.3.2.9.1. Date of Media Buy
 - 3.4.3.2.9.2. Date of which the first unit of media was delivered
 - 3.4.3.2.9.3. Client
 - 3.4.3.2.9.4. Client Campaign
 - 3.4.3.2.9.5. Media Channel
 - 3.4.3.2.9.6. Media Supplier
 - 3.4.3.2.9.7. Media Supplier SME Status
 - 3.4.3.2.9.8. Where the Media Supplier is a SME or not
 - 3.4.3.2.9.9. Media Supplier Product
 - 3.4.3.2.9.10. Targeting Used
 - 3.4.3.2.9.11. Buy Type
 - 3.4.3.2.9.12. Unit Cost
 - 3.4.3.2.9.13. Total Media Buy Cost

This is considered to be a Framework Deliverable

- 3.4.3.2.10. Reconciled Media Plan Document(s)** - The Agency will reconcile all media costs against each approved Client media plan and PO. This will be done within 60 calendar days of media activity ending. Invoices and credits will be issued within 30 calendar days of reconciliation, or prior to the start of the fiscal year whichever comes first. The reconciled plan shall be made available to CCS and the Client at all times over the course of the Framework Agreement. This is considered to be a Client Deliverable.
- 3.4.3.2.11. Clash Management Procedure Document(s)** - The Agency shall produce and maintain a document detailing its procedure for handling Clash Management across all channels for the variety of campaigns run for Client's through this Framework Agreement. As a minimum the document will be reviewed and updated on an annual basis. The Document shall be made available to CCS at all times over the course of the Framework

Agreement and for a suitable period of time thereafter. This is considered to be a Framework Deliverable.

3.4.3.2.12. Log of Traffic Assets Document(s) - The Agency is required to maintain and share with CCS a document as a log of all trafficked creative assets including but not limited to details such as :-

- 3.4.3.2.12.1. File name
- 3.4.3.2.12.2. Third Party providing the file
- 3.4.3.2.12.3. Date the creative was set live
 - 3.4.3.2.12.3.1. Date of which the first unit of media was delivered
- 3.4.3.2.12.4. Format
- 3.4.3.2.12.5. Channel
- 3.4.3.2.12.6. Approximate Media Units delivered against that creative asset

This is considered to be a Framework Deliverable.

3.4.3.2.13. Report on Asset Utilisation Document(s) - On a quarterly basis the Agency is required to maintain and share a report and insight into creative asset utilisation across by channel, by Client with CCS. This is considered to be a Framework Deliverable.

3.4.3.2.14. Repository of evidence of Live Activity Services - The Agency is required to maintain and make available to CCS at all times a repository of images evidencing the activation of media activity. As a minimum the Agency should provide one image of a creative asset in the situation of a media buy per media channel activated for each campaign. The situation needs to be indicative of the standards which apply to the media buy. This is considered to be a Framework Deliverable.

3.4.3.2.15. Live Campaign Reporting Document(s) - The Agency is required to provide live and up to date reporting documents to the client on performance and status of a campaign, the frequency of that reporting should be agreed with the Client taking into consideration the duration of the activity, ongoing rate of investment and the opportunities for optimisations for that activity. The Agency should agree with the client the exact period of time the report should cover. This is considered to be a Client Deliverable.

3.4.3.2.16. Post Campaign Reporting Document(s) - The Agency is required at the end of the campaign to provide a comprehensive document report of the activity that has run. As well as all statistics and information relating to the media. The report should also include insight and analysis into learnings and what could be improved from the campaign. The Agency should agree with the Client the relevant time after the campaign has run for the Post Campaign Report to be delivered. This is considered to be a Client Deliverable.

3.4.4. Scope : Biddable Media Team

The Agency will take an agnostic approach to biddable media channels where possible optimising media budgets across all biddable channels to ensure Value for Money, achieve Outcomes and avoid audience saturation and over exposure. To support this the Agency is required to build and

maintain a fully transparent Biddable Media Team that will provide a fully disclosed real time bidding service capable of buying media internationally..

3.4.4.1. Specification(s) :

- 3.4.4.1.1. Programmatic is not considered to be a media channel, it is considered to be a method of buying media. Real Time Bidding and Programmatic Guaranteed are considered to be one of many types of Programmatic trading methods.
- 3.4.4.1.2. The specification of the Biddable Media Team is to provide services for all media channels with Real Time Bidding opportunities. Programmatic Guaranteed opportunities are not strictly considered to be exclusive to the remit of the Biddable Media Team and should also be explored as part of ordinary media buying services.
- 3.4.4.1.3. With the exception of programmatic out of Home. All channels that are subjected to real time bidding mechanisms are considered to be within the remit of the Biddable media team. The Biddable Media Team shall work collaboratively with the appointed OOH Specialists Agency equivalent team with Real Time Bidding capabilities.
- 3.4.4.1.4. The Biddable Media Team shall contain suitably experienced individuals with the correct level of technical, mathematical, analytical and creative capabilities. The biddable media team should be able to deploy suitable bidding strategies, techniques, analysis, automated workflows and utilise programmable technologies.
- 3.4.4.1.5. The Biddable Media Team will be required to be an innovative and future thinking component of the services. The Biddable Media Team will always be considering the future direction of travel of access media inventory and proactive seeking out upcoming RTB opportunities across all channels.
- 3.4.4.1.6. The Biddable Media Team will also be proactive in cross media measurement opportunities and audience tactics.
- 3.4.4.1.7. The Biddable Media Team will be proactive in fostering consideration throughout the entire marketing process including liaising with Clients, creative agencies, media planning agencies and any other relevant third parties.
- 3.4.4.1.8. The Biddable Media Team shall work closely with the GCS MMD team or equivalent functions of any client using this Framework Agreement.
- 3.4.4.1.9. Login access to all platforms used by the Biddable Media Team will be available to CCS and GCS. Login access should also be available to Client's using this Framework Agreement for the parts of those platforms concerning

services that have been provided to them specifically. The Agency is required to set up all platforms in a way that can facilitate this access and enable transfer of any specific client or client groups instances or accounts from the Agency to Client, GCS or CCS .

- 3.4.4.1.10. Subject to the relevant confidential terms in the Framework Agreement or Call-Off Contract The Agency is also required to make read only access available to any third parties agencies at Clients, GCS or CCS's request.
- 3.4.4.1.11. Clients using this Framework Agreement may consider/request owning direct ad technology supplier contracts (such as demand-side platform, brand safety tools, ad fraud detection tools, Viewability etc.). The Agency shall comply with such request(s) and include the ability for the Clients to own direct ad technology contracts in the bidding process during the Term and accounted for in the Agency's Charging Structure. This includes, but is not limited to, any dedicated CCS, GCS or Central Government Department seats or instances on any platforms.
- 3.4.4.1.12. During the Transition Period the Agency consideration should be given to the potential requirement to decouple the current advertising technology platforms or establishing a new account structures.
- 3.4.4.1.13. In relation to Programmatic Media procured by the Agency, the Agency shall:
 - 3.4.4.1.13.1. outline, log and report to the Client in relation to the full time equivalents (FTE) working across the programmatic trading of the Client;
 - 3.4.4.1.13.2. disclose to the Client managed services fees and explain and demonstrate how they will be calculated and applied;
 - 3.4.4.1.13.3. disclose to the Client any additional markups or profit from managing the Client's Programmatic Media;
 - 3.4.4.1.13.4. disclose to the Client rebates or preferred Supplier arrangements, including areas such as discounted tech platform fees, shared platform managed services staffing support, rebates tied to spend tiers, etc.
 - 3.4.4.1.13.5. disclose to the Client its programmatic preferred media or data deals that the Agency has brokered for its Agency trading desk in order to avoid bias;
 - 3.4.4.1.13.6. grant the Client appropriate read only and administrative access to all media-buying platforms, including access to reports and (where required by the Client) to online and offline data including API access.
 - 3.4.4.1.13.7. The Agency will implement a fully disclosed and transparent programmatic trading desk model for all

Client's and will provide an itemised breakdown of all costs and/or fees for any aspect of the this programmatic trading desk including but not limited to tech, media, data, custom engineering;

- 3.4.4.1.13.8. Comply with the Client's strict programmatic optimisation and trading controls including tolerance of bid prices, floor prices, buying strategy on Open Marketplace (OMP) and Private Market Place (PMP) deals, strategy budgets, campaign budgets including all standard campaign management controls in order to avoid unwarranted trading.

3.4.4.2. Deliverable(s) :

- 3.4.4.2.1. **Biddable Media Service(s)** - The Agency will provide a biddable media team that will bring together experts in Real Time Bidding opportunities for a range of channels including but not limited to Paid Search, Paid Social, RTB Display, RTB VOD, RTB Audio. The team will be responsible for activating biddable campaigns with expert levels of proficiency and knowledge. Including an understanding of the range of technical opportunities on advertising technology platforms such as scripts, programmable platform solutions and automated decisioning services. This is considered to be a Client Deliverable.

- 3.4.4.2.2. **Biddable Media Report Document(s)**- On a quarterly basis the Agency shall provide a report detailing statistic on all biddable media channels including but not limited to :- 3.4.4.2.2.1.

Spend by Biddable Media Channel

- 3.4.4.2.2.2. Spend by Media Supplier
- 3.4.4.2.2.3. Spend by Technology Provider
- 3.4.4.2.2.4. Spend by Data Supplier
- 3.4.4.2.2.5. Win rate by channel
- 3.4.4.2.2.6. Min and Maximum bid rates
- 3.4.4.2.2.7. Average bid by commonly used targeting solution
- 3.4.4.2.2.8. Percentage break down of supply chain deductions of total cost to client
- 3.4.4.2.2.9. Spend on data channel
- 3.4.4.2.2.10. biddable channel insights
- 3.4.4.2.2.11. Reach
- 3.4.4.2.2.12. Frequency
- 3.4.4.2.2.13. Key learnings
- 3.4.4.2.2.14. Issues, Risks and Mitigations

This is considered to be a Framework Deliverable

- 3.4.4.2.3. **Advertising Technology Access log and procedure Document(s)** - The Agency will produce and maintain a document with a comprehensive list of Advertising Technology currently used to provide service under this Framework Agreement. That document will also detail the process and procedure for granting access, removing access and a regular auditing of exactly which Agency and nonAgency personnel have access to each platform. This is considered to be a Framework Deliverable.

3.4.5. Scope : International Media Buying

The Agency shall execute media buying plans on an international basis across the same channels mentioned in Clause 3.1.4.

The Clients using this Framework Agreement will have a wide range of target audiences including (but not limited to) UK and non UK citizens, consumers, businesses, governments and foreign public sector organisations.

3.4.5.1. Specifications(s)

- 3.4.5.1.1. The Agency will be required to provide paid media services to reach businesses, citizens, consumers, businesses, governments and foreign public sector organisations audience and audience group solutions.
- 3.4.5.1.2. The Agency must provide document evidence in the form of a proposal to support the suitability of organisations it owns or has any interest in to support a client's international requirements. Where the Agency doesn't have a suitable presence within a specific market the Agency is expected to hold a competitive process for subcontracting the services to a suitable local Agency. The Agency must keep the client included and informed on decisions made and the selection criteria which informed that decision. Any Agency subcontracted via this route must be capable of providing the service with the agreed upon international local market rates.
- 3.4.5.1.3. In addition the Agency must also be capable of providing international Business to Business (BTB) services.
- 3.4.5.1.4. The Agency will be expected to provide a joined up domestic and centrally run international services ensuring true collaboration and consistency in the service levels and standards of each including but not limited to;
 - 3.4.5.1.4.1. the same or equivalent escalation procedures and performance management processes
 - 3.4.5.1.4.2. Proper inclusion and consideration of International in all initiatives, projects, research pieces or continuous improvement programmes,
- 3.4.5.1.5. Typically, international campaigns can require multiple regional market implementations by regional Agency teams in North America, Europe, Middle East and Africa and Asia Pacific, coordinated by a UK based Agency central team.
- 3.4.5.1.6. The Agency must be able to create and execute plans on an international basis. International briefs may require coordination from the UK or within the local market.

- 3.4.5.1.7. The Agency will also be expected to provide specialist insight and knowledge into Clients desired markets and inform the client in response to a brief of any specific requirements to procure media in a particular region and geographic region.
- 3.4.5.1.8. The Agency is expected to be suitably knowledgeable of the paid media market in an international region and take into consideration all ongoing and upcoming events, occasions, seasons, laws, bylaws advertising standards, advertising restrictions and prevailing issues within that market and as relevant to the Clients requirement.
- 3.4.5.1.9. Where possible the Agency is expected to make reasonable attempts to resolve or mitigate any issues arising out of unforeseen issues between the agreed upon charging structure and legal or otherwise requirements of any international market.
- 3.4.5.1.10. The Agency is expected to work with Clients to determine whether it would be suitable for the services to be provided from the UK or locally depending on the requirements and region.
- 3.4.5.1.11. The Agency is required to support the Government in navigating the changing paid media landscape. This includes but is not limited to :-
 - 3.4.5.1.11.1. ensuring that that Government departments can:-
 - 3.4.5.1.11.2. continue to communicate to audiences in a privacy compliant way,
 - 3.4.5.1.11.3. be market leading in regards to media quality and transparency standards
 - 3.4.5.1.11.4. take advantage of opportunities such as automated media buying and cross media measurement
 - 3.4.5.1.11.5. promote a diverse and inclusive supply chain and talent pool.
- 3.4.5.1.12. The Agency is expected to proactively seek out new and innovative advertising opportunities in the international market.
- 3.4.5.1.13. The Agency and any of its subcontractors are expected to be fully proficient in all local or media, data and privacy region laws and regulations concerning services under this Lot.
- 3.4.5.2. Deliverables(s):

These deliverables are in addition to those listed under 3.1.3.2 Media buying deliverables

 - 3.4.5.2.1. **International Media Buying Service(s)** - The Agency will provide comprehensive international media buying services to the Client focused on Value for Money and delivering Outcomes. This includes but is not limited to negotiation on the clients behalf, seeking out suitable investment

opportunities, acting in a completely transparent manner in regards to the accrual and allocation of value, adhering to the terms of this agreement and standards as communicated by the Client. This is considered to be a Client Deliverable.

3.4.5.2.2. **Market Media Market Overview** - At the request of the client the Agency will compile and provide a document which details the paid media opportunities in a given market. This document will include an index of the comparative cost of media in that market, highlight any relevant risks and provide indication on reach and engagement statistics of any commonly used media opportunities. This is considered to be a Client Deliverable.

3.4.5.2.3. **International Activity Log Document(s)** - The Agency shall maintain a log of media buys, by region, country, Client, Client Campaign and activity live dates. As part of this log the document shall also take notes of issues or specifics of a particular region or geographic location. This log shall be made available to CCS at all times over the duration of the Framework Agreement. This is considered to be a Framework Deliverable.

3.4.6. Scope: Relationship Management Out of Home Specialist Agency

In line with 3.1 above, the Agency will provide Out of Home Media Buying Service to Clients using this framework agreement. However, it must subcontract those services to the Agency awarded under Lot 3 of RM6123 Media Services and CCS will have full access and visibility of that subcontract. CCS will also determine the commercial terms of that subcontract in line with the commercial remuneration and pricing submission of the Agency awarded under Lot 3 and any subsequent amendments to either of those elements.

The Agency shall work collaboratively with the Out of Home Specialist Agency to deliver a seamless experience to the client.

3.4.6.1. Specification(s):

3.4.6.1.1. The Agency shall have the final decision on the total recommended media plan but must ensure for every media plan that Out of Home media (OOH) has been given fair and proper consideration.

3.4.6.1.2. The Agency is required to include the relevant personnel within the Out of Home Specialist Agency organisation all in client meetings, reviews and face to face response to brief meetings. Where the Agency is invited to attend an advance briefing or a briefing involving multiple other agencies it must give the Out of Home Specialist Agency due notice of such a meeting and an opportunity to attend.

3.4.6.1.3. CCS will on an ongoing basis monitor and review the relationship between the Agency and the Out of Home Specialist Agency taking any interventions it deems necessary to rectify any issues in the relationship.

- 3.4.6.1.4. The Agency is encouraged to facilitate embedding opportunities for personnel with the Out of Home Specialist Agency and encouraged to foster a joined up team approach to meeting clients requirements.
- 3.4.6.1.5. The Agency is expected to foster a truly transparent relationship with the Out of Home Specialist Agency sharing all Client information, data and deliverables produced that may be relevant.
- 3.4.6.1.6. In the case of a dispute between the Out of Home Specialist Agency and the Agency, CCS shall act as a point of escalation and will adopt its own procedure for resolving the dispute.
- 3.4.6.1.7. As part of the seamless delivery of service to the Client the Agency will be required to act as a billing agent for Out of Home Specialist Agency. The Agency will be required to share all information the Out of Home Specialist Agency needs to complete its own MI submission.
- 3.4.6.2. Deliverable(s):
 - 3.4.6.2.1. **Relationship Management Out of Home Media Specialist Service(s)** - With the input of the OOH Specialist Agency the Agency will lead on the design. Implementation and maintenance of a relationship management process and procedure which has the objective of facilitating a seamless customer experience of the joined up services delivered by the two agencies. This is considered to be a Framework Deliverable.
 - 3.4.6.2.2. **Client Billing Agent for Out of Home Media Specialist Service(s)** - The Agency will agree to act as a billing agent for the Out of Home Agency Specialist. The intention here is for clients to be able to facilitate the payment of the media secured via the Out of Home Specialist Agency through the same payment facilities as the rest of its media purchases. This is considered to be a Client Deliverable.
 - 3.4.6.2.3. **Terms of Reference Document(s)** - The Agency will lead with the input of the OOH Specialist Agency on a document which will set clear terms and conditions for work together, include regular meetings, the sharing of client information and data, attendance to key client meetings and any restrictions that apply between the two organisations. This document will be reviewed on a regular basis and as a minimum annually in line with the annual review of scope led by CCS. This should be appended to the subcontract which CCS will have full access to. This is considered to be a Framework Deliverable.
 - 3.4.6.2.4. **Service Level Agreement Document(s)** - The Agency will lead with the input of the OOH Specialist Agency on a document which provides a set of designated time durations for key deliverables between the two parties and cascading dependables including ad hoc requests from clients and CCS. The Agency will adopt a flexible approach to these SLA. This should be appended to the subcontract which

CCS will have full access to. This is considered to be a Framework Deliverable.

- 3.4.6.2.5. **Memorandum of Joint Commitment to Seamless Services Document(s)** - The Agency and the OOH Specialist will both sign a commitment to Seamless Customer Experience and adhere to that commitment through the Framework Agreement. This should be appended to the subcontract which CCS will have full access to. This is considered to be a Framework Deliverable.

3.4.7. Billing and Invoicing Support

The Agency will provide Clients using the CCS Framework with dedicated billing and invoicing services to help ensure that the Agency and Clients using the Framework Agreement have suitable invoicing and billing support, adhere to the prompt payment notice, keep aged debits and credits as low as possible, ensure sustainable financial processes, continuously improve accuracy in billing and invoices and make sure that best financial practice is adhered to.

3.4.7.1. Specification(s):

- 3.4.7.1.1. The Agency will ensure that it has suitably qualified and competent finance resources dedicated to the Framework Agreement. A single point of contact will be provided to CCS to give regular updates on all financial matters including financial audits.
- 3.4.7.1.2. The Agency will actively manage Purchase Orders (PO) and will ensure that all invoices related to a specific PO are invoiced to the client 60 calendar days in advance of the close of the fiscal year. Where the Agency anticipates that it will be unable to meet this requirement it will give the Client notice 60 calendar days in advance of the end of the fiscal year with accompanying details of the specific affected campaigns and or media buys.
- 3.4.7.1.3. The Agency will reconcile all media costs against each approved Client media plan and PO. This will be done within 60 calendar's day of media activity ending. Invoices and credits will be issued within 30 calendar days of reconciliation, or prior to the start of the fiscal year whichever comes first.
- 3.4.7.1.4. The Agency will actively manage any third party or outsource finance or billing organisation that it contracts to handle invoicing on behalf of clients or media suppliers related to spending through this Framework Agreement.
- 3.4.7.1.5. The Agency will ensure that all its staff working on the business of CCS customers using this Framework Agreement have been suitably trained on finance processes and their financial practiced are monitored on an individual basis and performance management deployed where individuals are consistently failing to meet those standards.
- 3.4.7.1.6. The Agency will maintain a suitable monthly reporting schedule to CCS on its aged debts and credit positions.

3.4.7.1.7. The Agency will maintain a suitable candance of reporting to CCS on any accrued position of AVBs, Unbilled Media and any other value or benefit in kind related to spend through this Framework Agreement. Providing as a minimum a report on a quarterly basis of each.

3.4.7.2. Deliverable(s) :

3.4.7.2.1. **Billing and Invoicing Support Service(s)** - The Agency will provide billing and invoice support services to facilitate good billing and invoicing experience for customers including the management of client POs, ensuring the entire Agency team follows best practices and managing any third party payables resource. This is considered to be a Client Deliverable.

3.4.7.2.2. **Financial Reporting Document(s)** - Once a month the Agency will provide CCS with a report detailing current aged debt and credit positions by client and duration of outstanding positions. On a quarterly basis the Agency will also provide an update to CCS on Aged Debt and Credit positions. This is considered to be a Framework Deliverable.

3.4.7.2.3. **Call of Contracts and Reporting Document(s)** - On a monthly basis the Agency will provide CCS any new Call Off contract accompanied with a up to date report of all Call Off contract under Framework Agreement including;

3.4.7.2.3.1. Customer

3.4.7.2.3.2. Contract Start Date

3.4.7.2.3.3. Contract End Date

3.4.7.2.3.4. Contract Spend Threshold

3.4.7.2.3.5. Contract Spend Month to Date

This is considered to be a Framework Deliverable.

3.4.7.2.4. **Filing of all invoice Service(s)** - The Agency will maintain a repository of all supplier invoices related to media buys made through the CCS Framework Agreement. The Agency will also maintain a repository of all client invoices made to Clients on the CCS Framework. Both of these repositories will be available to CCS at all times over the duration of the Framework Agreement. This is considered to be a Framework Deliverable.

3.4.7.2.5. **Framework Commercial Model Reporting Document(s)** - In line with the Framework commercial model the Agency will provide to CCS on a monthly basis;

3.4.7.2.5.1. A detailed statement of FTE costs it has incurred to provide services under the Framework Agreement

3.4.7.2.5.2. A detailed report of the fees, commissions and or levy's it has collected from Clients using the Framework Agreement, broken down by the component parts.

3.4.7.2.5.3. A balance of the commission against the costs to provide the services, inclusive and indicative of the Agency profit markup

This is considered to be a Framework Deliverable.

3.4.8. Scope : GCS Benchmark Database Development

To support outcome based buying, the Agency will be responsible for the further development of the GCS Benchmark Database, including it's maintenance and generation of insights.

3.4.8.1. Specification :

- 3.4.8.1.1. The Agency will be required to take a version of the GCS Benchmark Database at the point of commencement of the Framework Agreement, maintain and develop it for the entirety of the Framework Agreement.
- 3.4.8.1.2. The Agency will be required to review the existing database then agree with GCS a methodology and process of updating the database going forward. This should also include developing additional use cases and highlighting new capabilities that could be developed.
- 3.4.8.1.3. The Agency will be required to ensure that the latest version of the benchmark database is available to GCS and CCS at all times over the course of the Framework Agreement.
- 3.4.8.1.4. The Agency will be required to produce and co-author with GCS and any Central Government Department insights and thought pieces from the GCS Benchmark database at an agreed upon frequency. Any insights, reports, data, analysis, tools, algorithms, models and presentations produced using data in the GCS Benchmark Database shall be considered to belong to GCS from the moment of creation.
- 3.4.8.1.5. 3 months prior to the start of the fiscal year the Agency shall work with GCS in agreeing the objectives for the GCS Benchmark Database for that fiscal year including designing and agreeing a schedule for any development work to be completed.

3.4.8.2. Deliverable(s) :

- 3.4.8.2.1. **Database Maintenance Services** - The Agency is expected to provide service for the maintenance and development of the GCS Benchmark Database, this includes but is not limited to;
 - 3.4.8.2.1.1. Ensure that the Database is kept populated with the latest data.
 - 3.4.8.2.1.2. Reviewing, rectifying and maintaining a suitable data structure and naming conventions.
 - 3.4.8.2.1.3. The use of a single, consistently applied Taxonomy by the Agency - this should be developed together with central GCS. This to ensure the agency maintains well-structured and organised data, so Government can access, understand and use all data transferred.
 - 3.4.8.2.1.4. Taking active steps to improve the accuracy of the data entered.
 - 3.4.8.2.1.5. Exploring the application of automation, visualisation and machine learning to the GCS Benchmark Database.

3.4.8.2.1.6. Considering and designing potential applications and use cases with GCS.

3.4.8.2.1.7. Problem solving issues with internal and external access to data.

3.4.8.2.1.8. Exploring the augmentation of other relevant or alternative data sources.

This is considered to be a Framework Deliverable.

3.4.8.2.2. **Annual Database Development Plan Document(s) -**

Commencing 3 months prior to the start of the fiscal year the Agency is expected to work with GCS to develop a full year road map of Database related activity including a schedule for any further enhancement to the database. The Agency should produce a document(s) detailing this plan and present that document to GCS, once agreed and approved the plan should be implemented with reviews scheduled in at the relevant milestone stages. This is considered to be a Framework Deliverable.

3.4.8.2.3. **Annual Client Specific Database Insight Service(s) -**

For each Client on the Framework Agreement spending above a threshold to be determined by GCS and CCS the Agency shall produce for that Client on an annual basis a specific set of insights and analysis from the GCS Benchmark Database base on that Client's own campaigns, audience or policy objectives and where relevant comparison with the rolled up data of other Clients in the GCS Benchmark Database. This is considered to be a Client Deliverable.

3.4.8.2.4. **Quarterly Database Insight report Document(s) and Presentation -**

The Agency is expected to produce a report drawing insights from the GCS Benchmark Database and on a quarterly basis. The Agency will need to agree the content and relevant forums for the report to be presented in with GCS. This is considered to be a Framework Deliverable.

3.4.8.2.5. **Quarterly GCS Benchmark Database review -**

On a quarterly basis the Agency will meet with GCS and CCS to review the development of the GCS Benchmark Database and agreed on new entries into the benchmark database as well as discuss any issues or obstacles to the population and maintenance the GCS Benchmark Database. This is considered to be a Framework Deliverable.

3.4.9. Scope : GCS Data Platform Support

The Agency will support GCS in the development of the GCS Data Platform, its primary role will be to facilitate the ongoing transfer of Data from all platforms used to provide the service to the GCS Data Platform.

3.4.9.1. Specification :

3.4.9.1.1. Through a commitment of data transparency, the agency should have the capability to share all data related to Central Government and GCS Client's media buying data at both log level and aggregated reporting levels at an agreed frequency, or when requested. Data should be accompanied

with supporting documentation and agency side domain expertise to support the GCS using this data.

- 3.4.9.1.2. The Agency should continuously seek to improve the technologies and processes utilized to support this service, embracing secure, new and emerging technologies to do so.
- 3.4.9.1.3. The following are broad technology and data governance requirements which the GCS would expect the Agency to adhere to:

- 3.4.9.1.3.1. At the center, GCS data and analytics infrastructure is built upon Amazon Web Services (AWS) Cloud Infrastructure and Tableau Server, which the Agency will need to have the technical capability to work and integrate securely, to share Central Government and GCS Client's data if requested.
- 3.4.9.1.3.2. The Agency will need the technical ability to directly and securely share/transfer Central Government and GCS Client's data to such systems upon request, through secure means, for example: direct API connections or automated data transfer services.
- 3.4.9.1.3.3. By default, Central Government and GCS Client's users from one call-off contract client should not have access to data for another call-off contract client in a supplier's system(s) or platform(s).
- 3.4.9.1.3.4. For operational security reasons, the Agency should expect limited access to Central Government and GCS Client's data environments. Access will likely be restricted to programmatic access or via IAM User Accounts with pre-set permissions (e.g. below 'Admin' level).

3.4.9.2. Deliverable(s) :

- 3.4.9.2.1. **Data Transition Services** - The Agency will need to provide technical capabilities to support the transfer of all data, supporting documentation and information pertaining to the Central Government or GCS media investment. The service must be provided in a way so as to be able to isolate and exclude non-Central Government or GCS campaign data from that transfer. This is considered to be a Framework Deliverable.
- 3.4.9.2.2. **Taxonomy Management** - The Agency will have a consistent taxonomy to be used together with central GCS. This to ensure the agency maintains well-structured and organised data, so Government can access, understand and use all data transferred. This is considered to be a Framework Deliverable.
- 3.4.9.2.3. **Activity Log Document(s)** - The Agency will maintain a weekly activity log of the work it has undertaken in providing Data Transition Services including a log of any technical or

otherwise issues faced and costs incurred from any tools or technologies that need to be deployed to facilitate the transfer of data. This is considered to be a Framework Deliverable.

3.4.10. GCS Transparent Media Exchange

The Agency will operate a fully transparent digital media exchange solution that curates suitable media inventory from compliant publishers and publisher groups, makes that inventory accessible programmatically and handles all billing and invoices through that entire supply chain to ensure full transparency of all deductibles from the clients approved spend. This shall be referred to as the Government Communications Services Transparent Media Exchange.

3.4.10.1. Specifications(s):

3.4.10.1.1. In addition to ensuring the highest possible levels of spend transparency through this programmatic ecosystem, the promotion of the best available brand safety, Viewability and ad fraud standards of any participating publishers should be at the heart of any offering.

3.4.10.1.2. It is GCS's ambition to incentivise and encourage the whole industry to adopt transparent and brand safe practices at all stages of the programmatic supply chain.

3.4.10.1.3. These standards can include, but are not limited too:

3.4.10.1.3.1. At least IAB Gold Standard Certification for any publishers

3.4.10.1.3.2. Ad fraud control in line with GCS acceptable standards

3.4.10.1.3.3. Adhering to the same Brand Safety requirements under the SAFE Framework which apply to inventory outside of any solution.

3.4.10.1.4. For publishers who do not meet these, GCS would reserve the right to veto their participation in any solution.

3.4.10.1.5. 3 Months in advance of the new fiscal year the Agency and GCS will discuss goals, objectives and any further development of the solution for the subsequent year including but not limited to:

3.4.10.1.5.1. Targets for Total % spend going to through the solution

3.4.10.1.5.2. Viewability, Brand Safety and Ad fraud Targets

3.4.10.1.5.3. The addition of publishers or specific publisher groups or categories

3.4.10.1.6. If the Agency needs to select any technology solutions to meet its requirement under this scope of work it will include GCS and CCS in the process for making that selection including providing full visibility of criteria and scoring.

3.4.10.1.7. GCS and CCS are open to arrangement whereby the solution is made available to other clients the Agency works with. However CCS and GCS retains the right to veto the availability of the solutions to any advertiser where there is a reputational risk to CCS and or GCS.

3.4.10.1.8. The solutions must be developed in such a way that any internal or external government function can be given access to the inventory source.

3.4.10.1.9. The Agency is required to support CCS and GCS in promoting the availability and benefits of the solution.

3.4.10.2. Deliverables(s):

3.4.10.2.1. **Government Communications Services Transparent Media Exchange Service(s)** - The Agency will provide services to developed, maintain and operate a fully transparent media exchange solution that curates suitable media inventory from compliant publishers, media suppliers and publisher groups, makes that inventory accessible programmatically and handles all billing and invoices through that entire supply chain to ensure full transparency of all deductibles from the clients approved spend. This is considered to be a Framework Deliverable.

3.4.10.2.2. **Quarterly Reporting Document(s)** - On a quarterly basis the Agency will provide a suitably detailed report on the solution and arrange time with GCS and CCS to take them through the report and any key points. The Content of this report will be agreed with CCS and GCS at the start of the fiscal year with GCS, CCS and The Agency being flexible and considerate of any variation to that agreement within the fiscal year. This is considered to be a Framework Deliverable.

3.4.10.2.3. **Annual Review and Reconciliation Document(s)** - On an annual basis the Agency will conduct a review of the solutions and a full reconciliation of all associated billing, invoicing and costs associated with the solution. The Agency will share and present this to CCS and GCS outlining any issues, risks and also reviewing the performance against any targets that were set for that fiscal year. This is considered to be a Framework Deliverable.

3.4.10.2.4. **Annual Development Plan and Roadmap Document(s)** - 3 months prior to the start of the fiscal year the Agency will provide GCS with a proposal and plan to develop the solution over the next fiscal year. This will include making a recommendation of performance targets for the subsequent fiscal year, identifying any new publishers or publisher groups to be on boarded, identifying any new capabilities or development work that needed to be undertaken. This is considered to be a Framework Deliverable.

3.4.11. Scope : Central Reporting and Archiving

The Agency will maintain a suitable cadence and schedule for reporting to GCS and CCS to support the overall management of oversight of the Framework agreement and delivery of government campaigns.

3.4.11.1. Specification :

3.4.11.1.1. At all times over the duration of the Framework Agreement and for a reasonable amount of time thereafter the Agency will make available to CCS and GCS all documents that have been produced as part of providing services under this Framework Agreement.

3.4.11.1.2. To manage the volume and quantity of these documents the Agency will maintain a cloud based repository of data and information, this should be made available to CCS and GCS at all times over the course of the Framework Agreement and for a suitable period thereafter.

3.4.11.1.3. The repository should be designed or files organised in a way to provide some overarching information and intelligence of the content or sections of content within the repository.

3.4.11.1.4. The Agency is required to agree in advance of the fiscal year the reporting schedule and frequency of reporting with GCS and CCS.

3.4.11.2. Deliverable(s) :

3.4.11.2.1. **Central Cloud Storage Repository Service** - The Agency will provide and maintain a cloud repository of all documents that have been produced as part of providing services under this Framework Agreement, this should be made available to CCS and GCS at all times over the course of the Framework Agreement and for a suitable period thereafter. The Agency will be responsible for uploading documents onto the repository, ensuring a suitable organisational structure and taxonomy and file naming conventions are adhered to. The Agency will also consider the further development of the repository to provide reporting and insight capabilities. The repository will be developed in a way so as to make it transferable to CCS or GCS at any point of the Framework Agreement or thereafter. This is considered to be a Framework Deliverable.

3.4.11.2.2. **CCS Reporting Document(s)** - On a monthly basis the Agency will provide CCS and GCS with a report detailing the campaigns which have run and key information and statistic related to them, this can be provided as part of the Client Activity Tracker under the scope of work of the Public Sector Specialist Account Management scope. This is considered to be a Framework Deliverable.

3.4.11.2.3. **Designated Central Dashboard Service(s)** - The Agency is required to maintain and make available to CCS and GCS a central Dashboard of all campaign activity that will enable GCS or CCS to see a snapshot of all live activity, their campaign durations, key information and statistics, audience and channel. The specifics of this central dashboard should be agreed with CCS and GCS and reviewed on an annual basis with a designated pipeline for enhancement of features and capabilities. The Dashboard must be provided on a system that will be transferable to CCS, GCS or third party Agency at any point over the course of the agreement or on expiry or termination of the Framework Agreement. This is considered to be a Framework Deliverable.

3.5. Framework Initiatives

The following are initiatives considered to deliver the key strategic benefits of a single Agency model and the Agency shall work with GCS and CCS on and ensure that the benefits of a single Agency model are realised and shared with each individual government department, ALB, NDPB and public sector organisation using the Framework Agreement. These initiatives shall be delivered by a collaboration of GCS, CCS and The Agency. With agreed upon exceptions as expressly indicated by CCS

these initiatives and their deliverables shall be provided without further cost to Clients, CCS or GCS.

3.5.1. Initiative: Transitioning and Off boarding Services

3.5.1.1. Specification

- 3.5.1.1.1. The Agency is required to provide account transition services to support the full transfer of all the Clients from the current Media Buying Framework Agreement RM6003 onto this Lot. The Agency is also required to maintain a process and procedure for Off boarding from the Framework Agreement in the event of termination or expiry of the Framework.
- 3.5.1.1.2. From the point of award the Agency is required to put in place project management and coordination services and resources to lead with CCS the successful transition of the services from the previous Framework Agreement onto this new Framework Agreement
- 3.5.1.1.3. From the point of award the Agency is required to put in place a named and suitably resource its transition team which includes a board level Senior Responsible Officer.
- 3.5.1.1.4. As part of the transition process the Agency as a minimum should design and implement a project plan, project time, stakeholder matrix and risk register.
- 3.5.1.1.5. As part of the transition process and as a minimum the Agency must make CCS, GCS and Clients aware of any core dependable, urgent date and milestones.
- 3.5.1.1.6. As part of the transition process the Agency should not take the current ways of working things as an indication of best or future ways of working and should seek in transition to implement changes to best enable it to meet the requirements of the deliverables as outlined in this document.
- 3.5.1.1.7. The Agency must be willing to put in place the required frequency of meetings to manage the transition project.
- 3.5.1.1.8. After the completion of the transition the Agency will be required to draft and agree with CCS a document detailing the offboarding process, this document will include clear indication of the process for transition the services at the termination or expiry of this Framework agreement. This document should be reviewed and updated on an annual basis in line with the annual review of the scope of work review lead by CCS.

3.5.1.2. Deliverable(s) :

- 3.5.1.2.1. **Framework Transition Service(s)** The Agency is required to provide framework transition services to lead with CCS the project for moving clients and all related client information, data, services, processes and procedures from the existing Framework agreement and onto this framework agreement. The Agency will be required to set up the service to adhere to the scope, specification and deliverables outlined in this document. This may involve working collaborative with a

third party Agency including but not limited to the incumbent supplier.

- 3.5.1.2.2. **Transition Project Plan Document(s)** The Agency is required to design and agree with CCS a Project Plan Document that will clearly define the transition project, timelines, risks and dependencies. The document should be kept up to date and reviewed with CCS weekly.
- 3.5.1.2.3. **Off boarding Document(s)** In the final year of the agreement the Agency is required to design and agree with CCS a Project Plan Document for Off boarding the services. Including in that plan the process and procedures in the event of retaining the account as well as the process and procedures in the event of losing the account The document should be kept up to date and reviewed with CCS quarterly from the last year of the Framework Agreement.

3.5.2. Initiative : Annual Test and Learn Agenda

The Agency shall be expected to run an annual test and learn programme that seeks to test new approaches or media products and then make learnings and opportunities available to all organisations using the Framework Agreement.

- 3.5.2.1. Specification - The service shall be run taking into consideration the principle of Value for Money and the specific requirements of the public sector organisations using this Framework Agreement.
- 3.5.2.2. Deliverable(s) :
 - 3.5.2.2.1. **Test and Learn Project Management Service(s)** - The Agency will design and project manage an annual Test and Learn programme. The Agency will collaborate with GCS, CCS and relevant Central Government Departments on the design and implementation of the Test and Learning programme including on the dissemination and implementation of learnings.
 - 3.5.2.2.2. **Test and Learn Proposal Document(s)** - The Agency will create a document and presentation of the recommended Test and Learn Agenda for the following fiscal year delivered 3 months in advance of that period. The document and presentation should also cover the implementation plan of the Test and Learn Agenda, this plan should include dates of activity, requirements and milestones.
 - 3.5.2.2.3. **Test and Learn Plan Review Document(s)** A document and presentation reviewing the Test and Learn Agenda for the previous fiscal year with learnings and recommendations for subsequent years.
 - 3.5.2.2.4. **Test and Learn Plan Communications Services** The Agency will be required to produce All marketing collateral to communicate the Test and Learn Agenda and disseminate the learnings to organisations using the Framework Agreement.

3.5.3. Initiative : Strategic Media Partnership Programmes

RM6123– Media Services

Call-Off Contract

The Agency will explore strategic partnerships or upfront agreements with media and media technology suppliers that can deliver substantial value to GCS and/or deliver benefits that can span the requirements across multiple Central Government Departments, programmes or campaigns.

3.5.3.1. Specification :

- 3.5.3.1.1. The Agency will be required to manage all existing Joint Partnership Programmes with media and media technology suppliers.
- 3.5.3.1.2. Taking into consideration the principles outlined at the start of this scope of work, historical media spend patterns or any notice of future media budget availability the Agency should start to consider suitable deals with media and technology suppliers that can be negotiated for the benefit of GCS and Central Government.
- 3.5.3.1.3. The Agency will be required to report on all value derived from such partnership on an ongoing basis, including providing detailed reporting on accrual and allocation of value to CCS and GCS.
- 3.5.3.1.4. CCS and GCS will be given full transparency of these deals including full visibility and access to any contractual or noncontractual agreements.
- 3.5.3.1.5. GCS and CCS must provide written approval of such a deal in advance of an agreement being finalised.
- 3.5.3.1.6. Where there is a choice of partnership, proposals or offers to consider the Agency shall document its decisioning criteria and share that with GCS and CCS in advance of a decision being made.
- 3.5.3.1.7. The Agency will be fully transparent with CCS and GCS of any benefit in kind or otherwise the Agency or any related third party to the Agency receives as part of any such agreement.
- 3.5.3.1.8. As part of this initiative and with the express consent of the Client the Agency may share particular Client brief(s) with Strategic Media Partners or partners involved in any Joint Partnership Programmes to enable them full visibility of the Client's desired outcome so that can provide innovative or bespoke solutions across their capabilities and products to achieve that outcome.

3.5.3.2. Deliverable(s) :

- 3.5.3.2.1. **Partnership Programme Management Services** - The Agency will manage any Strategic Media Partnerships or Joint Partnerships Programmes to ensure realisation of value from those arrangements

- 3.5.3.2.2. **Annual Strategic Media Partnership Proposal Document(s)** - On an annual basis and 3 months prior to the start of the new fiscal year the Agency will provide GCS with a selection of strategic media partnership recommendations, including detailing the research and consultation the Agency took to arrive at those recommendations, rationale and decisions on the selection of recommendations put forward and a clear articulation of all of the value GCS would receive from each recommendation along with any risks, important timelines or dependencies.
- 3.5.3.2.3. **Annual Strategic Media Partnership Reporting Document(s)** - On an ongoing basis the Agency shall track and report on any strategic media partnership currently live and provide the agreed upon frequency of reporting and presentation to review the partnership, report on accrual and delivery of any value, flag any risks or issues and highlight any variations from the original agreement. At the end of the partnership the Agency is required to produce a final partnership report detailing the delivery of value, learnings and any issues.

3.5.4. Initiative : L&D and Capability Building Programme

The Agency is required to plan and deliver an annual Learning & Development programme in collaboration with GCS. The Agency is also required to identify opportunities to build Client capability and knowledge of media.

- 3.5.4.1. Specification(s) :
 - 3.5.4.1.1. GCS relies on specialist partners to share knowledge and expertise, such as media consumption, channel development, and industry trends.
 - 3.5.4.1.2. There is a wide breadth of knowledge and abilities across GCS, with some members of GCS being experts in areas related to media whilst some may have limited to no experience in this area. The Agency is required to help upskill members of GCS at different levels, with an emphasis on ensuring all colleagues understand the basics of media.
 - 3.5.4.1.3. The Agency will be required to use its internal expertise and access to industry leaders to share knowledge with GCS. This could be in the form of newsletters, training programmes, events, webinars, with additional or innovative initiatives of supporting this encouraged.
 - 3.5.4.1.4. The Agency will also have access to significant industry partners, such as media owners, and their expertise should also be leveraged to support GCS and share knowledge.
- 3.5.4.2. Deliverable(s) :
 - 3.5.4.2.1. **Annual Learn and Development Programme** - The Agency will work collaboratively with Government Communications Services to develop an annual learning and development programme to help improve knowledge and capability around

media within Government Communications Services. The Agency should be innovative and enterprising in its suggestions and recommendations and all proposals should be discussed and agreed with GCS. With exception (e.g first year of the Framework Agreement) the programme should be designed and developed to commence at the start of the fiscal year.

3.6. CCS will be holding the Agency to account for the deliverables outlined in this Framework Agreement as well as any further or subsequent deliverables that are agreed between the CCS and the Agency or the Agency and any Client on the Framework Agreement.

4. Campaign Service Level Agreements (SLA)

On an annual basis the service level agreement and timings for the key stages in a campaign will be reviewed and agreed between CCS and the Agency. The Agency is required to take a flexible approach and where possible exceed the agreed upon campaign SLAs. Once the SLAs have been agreed the adherence to the SLAs must be tracked and reported on an ongoing basis as part of the Client Activity Tracker under the Public Sector Specialist Account Management scope.

5. Key Performance Indicators

The following KPIs only apply to the Agency award under Lot 1 Strategic Media Activation Services. These KPIs are in addition to the Framework KPIs

Lot 1 Strategic Media Activation		
Key Performance Indicator (KPI)	KPI Target	Measured by
The Agency is to provide access to all document form deliverables on an ongoing basis	All of all document form deliverables to be accessible by CCS	Quarterly reconciliation of deliverables
The Agency is to provide and maintain access to Value Accrual Report	All value accrual and value application documented to be accessible by CCS	Quarterly reconciliation of deliverables Annual Financial Compliance Audit
The Agency is to provide and maintain access to Client Activity Register	Provided with a 3 day window of agreed upon monthly time and date	Quarterly reconciliation of deliverables
The Agency is to achieve a % of SLA Adherence	75% SLA Adherence	Quarterly reconciliation of SLA Adherence as indicated in the Client Activity Register. CCS to conduct ad hoc audit of reported SLAs

The Agency is to provide FTE time sheets for the banded agreed roles by deliverable by no later than the first week on the first month of the following quarter	80% adherence to agreed upon timings	Reconciled quarterly by CCS and can be audited at as part of the contract compliance audit
The agency will provide a staff retention plan for key individuals (as defined by CCS) working on the CCS account. The Agency will notify CCS of the departure of key FTE's on the CCS account not less than half way through the individuals	100%	Receipt of the staff retention plan within 6 months of the framework start date.

notice period.		
The Agency will support staff retention on the CCS account and maintain an annual FTE retention figure of 70% for individuals and teams working on the CCS account this is to include those working with operational roles such as finance.	100%	Annual Financial Compliance Audit.
Unbilled Media, AVBs, Credits and Aged Debt position to be reported quarterly by no later than the first week on the first month of the following quarter AVB report to include GBP amount by channel and Supplier Unbilled media report to include GBP amount by channel and Supplier Credits and Aged Debt report to include GBP details by Customer by 30 days outstanding, 60 days outstanding and 90 days+ outstanding	80% adherence to delivery of report by agreed upon timings	Quarterly reconciliation of deliverables and date when the deliverables were provided
Compliance and cooperation in providing the required information to allow for the successful completion of the CCS audit, within agreed time frames. Without redaction or restriction from Agency or Agency Group policies.	100%	Confirmation by CCS of of the audit completion to agreed timeframes and supply of all relevant data to the auditor under NDA.

Actions identified in an Audit Report to be delivered by the dates set out in the Audit Report	80% adherence to agreed upon timings	Confirmation by CCS of completion of the actions by the dates identified in the Audit Report
The Agency will pay all undisputed supplier/ subcontractor invoices within 60 calendar days in order to meet the Prompt Payment Policy threshold of 85%.	% of payments in 60 calendar days: 73% Contract Year 1 79% Contract Year 2 85% Contract Year 3 85% Contract Year 4	Annual prompt payment reporting to be provided to CCS within 45 calendar days of the contract year end date. Lot 1 compliance will be verified via the CCS annual audit against the yearly KPI targets. Where the annual target is not met 1% of the total PRF will not be awarded for that contract year.
Client Satisfaction score to be shared with CCS on a quarterly basis	KPIs score to be agreed on an annual basis according to the criteria of any PRF	Quarterly reconciliation of deliverables and date when the deliverables were provided
The Agency will lead half year	100% adherence to agreed	Quarterly reconciliation of
customer business review, the format of which shall be approved by CCS	upon timings	deliverables and date when the deliverables were provided
Forecasted for next month to be provided to CCS/GCS on the 7th of each month, to include – spend in Net Media Value and Advertising Cost to the Customer (Net Media Value plus fees) and a 12 month rolling pipeline	80% adherence to agreed upon timings	Quarterly reconciliation of deliverables and date when the deliverables were provided
Financial Accuracy and consistency in application of all levies and fees	80% accuracy and the immediate rectification of any errors in levy application	Monthly MI submission and quarterly reconciliation of levies
Ensure prompt payment and accurate records of ASBOF Charge /BASBOF Charge payments are maintained. - Independent regulation of advertising authorities	80% accuracy and the immediate rectification of any errors in levy application	Annual Financial Compliance Audit
The Agency will reconcile all media costs against each approved Client media plan and PO. This will be done within 60 calendar's day of media activity ending. Invoices and credits will be issued within 30 calendar days of reconciliation, or prior to the start of the fiscal year whichever comes first.	100%	Annual Financial Compliance Audit

The Agency will provide a single point of contact for all CCS finance matters. Who will have ownership and provide monthly updates to CCS on all KPI and contractual obligations including financial audits.	100%	Confirmation by CCS of monthly provision of specified contractual data such as financial position and call off contracts as specified within the 'Billing and Invoicing Support' section of the lot 1 specification.
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6. Agency Relationship Management

There shall be two level of Agency relationship management for the Agency awarded under this lot

6.1. Framework Agency Relationship Management

CCS will undertake comprehensive Agency relationship management to ensure that both Clients and the Agency are fully supported in the use of the Framework and professional standards and best practices are adhered to.

On an annual basis CCS will design and agree with the Agency an Agency Relationship Management schedule which will be indicative of the date and timings of all key meetings and deliverables for the ongoing management of the relationship.

CCS will where possible support the Agency with issues that arise from the fulfillment of services under this agreement and the Agency will likewise be supportive of CCS and Client's of the Framework in managing the relationship.

6.2. Call Off Contract Agency Relationship Management

The Client will undertake suitable Agency relationship management to ensure that the Agency is adhering to the terms and conditions of the Call Off Contract and a collaborative relationship is established and maintained with the Agency. Where minor issues do arise, the Client as a first recourse should consult with the relevant contacts with the Agencies organisations before escalating to CCS.

ANNEX C – CLIENT BRIEF **RM6123 Brief**
template

Department/Organisation:

Contact name:

Contact email:

DPS ref:

Date issued:

Response deadline:

Summary

- a) The problem
- b) Mandatory constraints/ services needed
- c) Constraints that may preclude agencies from accepting this brief
- d) Budget
- e) Timescales

The problem (and objectives)

- a) Outcome goals
- b) Business/ brand/ channel objectives
- c) SMART objective/ policy objective

Context (insight)

- a) About our organisation
- b) Outline of the policy context
- c) Data, research and useful links

- d) Previous communications activity

Audiences (insight)

- a) Audience data
- b) Current audience insight
- c) Customer journey
- d) Stakeholders and influencers
- e) Think/ feel/ do

Strategy

- a) Existing strategy
- b) Known sensitivities
- c) Branding arrangements
- d) Constraints – for example if the strategy must include a certain channel (eg TV)
- e) Conflicts of interest/ reputational constraints

Agency requirement (implementation)

- a) Requirements
- b) Role of the agency

- c) Management and staffing
- d) Key achievement milestones

Agency response (evaluation)

- a) OASIS outline
- b) Marking scheme
- c) Further stage(s)

Appointment and timings (evaluation)

- a) Timescales for tender (stages/ award)
- b) Contract length
- c) Total contract value

ANNEX D – AGENCY PROPOSAL

ANNEX E – CALL-OFF TERMS

Call-Off Contract - Call-Off Terms

This Call-Off Contract is made on the 1 September 2022

The Secretary of State for Health and Social Care whose registered office is at Department of Health and Social Care with offices at 39 Victoria Street, London, SW10 0EU (“the **Client**”); and Manning Gottlieb OMD a trading division of OMD Group Ltd (“the **Agency**”),

Both the Client and the Agency can be referred to as a “**Party**” or together the “**Parties**”.

INTRODUCTION

- (1) The Agency is appointed by the Crown Commercial Service (CCS) to the Framework Agreement and is therefore able to enter into this Call-Off Contract to provide the Services to the Client.
- (2) This Call-Off Contract, made between the Client and the Agency, sets out the terms of the Agency’s appointment as a provider of the Services to the Client. The Services will be delivered according to the terms of this Call-Off Contract, any agreed Brief and the Framework Agreement.
- (3) The Agency’s appointment has been confirmed in the Letter of Appointment.
- (4) The Parties agree that the Services laid out in the Brief shall be supplied in accordance with the terms of the Framework Agreement and this Call-Off Contract.

IT IS AGREED:

1 APPOINTMENT & BRIEFS

- 1.1 Throughout the Term of this Call-Off Contract, the Agency will perform the Services and (where relevant) supply the Services to the Client in accordance with agreed annual scope of work and/or Briefs.
- 1.2 Subject to Clause Where a Brief would result in: the Parties may agree new Projects to be delivered under this Call-Off Contract by agreeing a new Brief. The Parties may also agree an annual scope of work to be undertaken by the Agency which may or may not include several Briefs. All Briefs and any annual scope of works must be agreed and recorded in writing using the form set out at Schedule 2. Once both Parties have signed a Brief and any annual scope of works, it automatically forms part of this Call-Off Contract.
- 1.3 Any schedule attached to a Brief will describe in detail the different types of Services to be provided under that Brief. A schedule attached to a Brief only applies to the relevant Project to be delivered under that Brief, and not to any other Brief, or to the provision of the Services as a whole.
- 1.4 Where a Brief would result in:
 - 1.4.1 a variation of the Services procured under this Call-Off Contract;
 - 1.4.2 an increase in the Fees agreed under this Call-Off Contract; or
 - 1.4.3 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 **VARIATIONS AND CANCELLATIONS**.

1.5 At the Effective Date the Agency acknowledges that:

1.5.1 the Client has delivered or made available to the Agency all of the information and documents that the Agency considers necessary or relevant for the performance of its obligations under this Call-Off Contract;

1.5.2 it has made its own enquiries to satisfy itself as to the accuracy and adequacy of the due diligence information received by it;

1.5.3 it has raised all relevant due diligence questions with the Client before the Effective Date;

1.5.4 it has undertaken all necessary due diligence and has entered into this Call-Off Contract in reliance on its own due diligence alone; and

1.5.5 it shall not be excused from the performance of any of its obligations under this Call-Off Contract on the grounds of, nor shall the Agency be entitled to recover any additional costs or charges, arising as a result of any:

- a. misinterpretation of the requirements of the Client in the Letter of Appointment or elsewhere in this Call-Off Contract;
- b. failure by the Agency to satisfy itself as to the accuracy and/or adequacy of the due diligence information received by it; and/or
- c. failure by the Agency to undertake its own due diligence.

2 TERM

2.1 This Call-Off Contract starts on the **Effective Date** and ends on the **Expiry Date**, as stated in the Letter of Appointment. The Expiry Date may be changed in accordance with Clause The Client may extend this Call-Off Contract for any period up to the Extension Expiry Date by giving the Agency notice in writing before the Expiry Date. The minimum notice which must be given in order to amend the Expiry Date is specified in the Letter of Appointment. or Clause **CONSEQUENCES OF TERMINATION**.

2.2 The Client may extend this Call-Off Contract for any period up to the Extension Expiry Date by giving the Agency notice in writing before the Expiry Date. The minimum notice which must be given in order to amend the Expiry Date is specified in the Letter of Appointment.

2.3 The revised date the Call-Off-Contract will end (the New Expiry Date) will be set out in the notice given under Clause The Client may extend this Call-Off Contract for any period up to the Extension Expiry Date by giving the Agency notice in writing before the Expiry Date. The minimum notice which must be given in order to amend the Expiry Date is specified in the Letter of Appointment. above.

2.4 The terms and conditions of this Call-Off Contract will apply throughout any extended period.

2.5 Each Project starts on the Project Commencement Date and ends on the Project Completion Date, unless it is terminated earlier in accordance with Clause **TERMINATION**.

3 CLIENT'S OBLIGATIONS

3.1 The Client will give the Agency instructions as to its requirements for the Services. These will be included in a Brief and may include start and end dates for each stage of the proposed Services.

4 SERVICE DELAY, DELIVERY & RECTIFICATION Service Delivery

4.1 The Agency will give the Client full and clear instructions as to any Client Materials it reasonably requires to perform the Services.

4.2 The Agency will:

4.2.1 comply with all Law;

4.2.2 use all reasonable and proper skill and care in its performance of the Services;

4.2.3 comply with all reasonable Client instructions regarding the Services, as long as these instructions do not materially amend the Brief (unless the amendment has been agreed in accordance with Clause Either Party may request a change to this Call-Off Contract, a Project or a Brief. Any requested change must not amount to a material change of this Call-Off Contract (within the meaning of the Regulations and the Law). A change, once implemented, is called a "**Variation**".);

4.2.4 keep Client Materials under its control safe and secure and in accordance with any security policy provided by the Client; and

4.2.5 provide the Services by any dates set out in the applicable Brief or any other date(s) agreed by the parties in writing. **Delay**

4.3 If the Client materially breaches its obligations in connection with this Call-Off Contract (including its payment obligations), and consequently delays or prevents the Agency from performing any of the agreed Services this will be a "**Client Cause**". In the event of a Client Cause, the Agency will be granted an appropriate extension of time (to be approved by the Client, acting reasonably) to perform the agreed Services. The Agency will not be liable for any Losses incurred by the Client as a result of Client Cause, provided the Agency complies with its obligations set out at Clause The Agency must notify the Client within 2 Working Days of the Agency becoming aware that the Client has breached, or is likely to breach, its obligations in connection with this Call-Off Contract. This notice must detail:

4.4 The Agency must notify the Client within 2 Working Days of the Agency becoming aware that the Client has breached, or is likely to breach, its obligations in connection with this Call-Off Contract. This notice must detail:

4.4.1 the Client Cause and its actual or potential effect on the Agency's ability to meet its obligations under this Call-Off Contract; and

4.4.2 any steps which the Client can take to eliminate or mitigate the consequences and impact of such Client Cause.

4.5 The Agency must use all reasonable endeavours to eliminate or mitigate the consequences and impact of a Client Cause. The Agency must try to mitigate against any Losses that the Client or the Agency may incur, and the duration and consequences of any delay or anticipated delay.

4.6 If at any time the Agency becomes aware that it may not be able to perform the Services by any date set out in the applicable Brief (or any other deadline agreed by the Parties in writing), this will constitute a Default and the Agency will promptly notify the Client of the Default and the reasons for the Default.

- 4.7 If the Default described in Clause If at any time the Agency becomes aware that it may not be able to perform the Services by any date set out in the applicable Brief (or any other deadline agreed by the Parties in writing), this will constitute a Default and the Agency will promptly notify the Client of the Default and the reasons for the Default. above is, in the Client's opinion, capable of remedy, the Client may, up to 10 Working Days from being notified of the Default, instruct the Agency to comply with the Rectification Plan Process. **Rectification Plan Process**
- 4.8 If instructed to comply with the Rectification Plan Process by the Client under Clause If the Default described in Clause If at any time the Agency becomes aware that it may not be able to perform the Services by any date set out in the applicable Brief (or any other deadline agreed by the Parties in writing), this will constitute a Default and the Agency will promptly notify the Client of the Default and the reasons for the Default. above is, in the Client's opinion, capable of remedy, the Client may, up to 10 Working Days from being notified of the Default, instruct the Agency to comply with the Rectification Plan Process. above, the Agency will submit a draft Rectification Plan to the Client to review as soon as possible and in any event within 10 Working Days (or such other period as may be agreed between the Parties) from being instructed to do so. The Agency shall submit a draft Rectification Plan even if the Agency does not agree that the Default is capable of remedy.
- 4.9 The draft Rectification Plan shall set out:
- 4.9.1 full details of the Default that has occurred, including the underlying reasons for it;
 - 4.9.2 the actual or anticipated effect of the Default; and
 - 4.9.3 the steps which the Agency proposes to take to rectify or mitigate the Default and to prevent any recurrence of the Default, including timescales for such steps and for the rectification of the Default (where applicable).
- 4.10 The Agency shall promptly provide to the Client any further documentation that the Client requires to assess the Agency's reasoning behind the default. If the Parties do not agree on the root cause set out in the draft Rectification Plan, either Party may refer the matter to be determined in accordance with Clause **DISPUTE RESOLUTION** (Dispute Resolution Procedure).
- 4.11 The Client may reject the draft Rectification Plan by notice to the Agency if, acting reasonably, it considers that the draft Rectification Plan is inadequate. An example of an inadequate draft Rectification Plan is one which:
- 4.11.1 is insufficiently detailed to be capable of proper evaluation;
 - 4.11.2 will take too long to complete;
 - 4.11.3 will not prevent reoccurrence of the Default;
 - 4.11.4 will rectify the Default but in a manner which is unacceptable to the Client; or
 - 4.11.5 will not rectify the Default.
- 4.12 The Client will tell the Agency as soon as reasonably practicable if it agrees to or rejects the draft Rectification Plan.
- 4.13 If the Client rejects the draft Rectification Plan, the Client will give reasons for its decision in its rejection notice. The Agency must take these reasons into account in the preparation of a revised Rectification Plan. The Agency shall submit a revised draft of the Rectification Plan to the Client for review within 5 Working Days (or such other period as agreed between the Parties) of the Client's rejection notice.

4.14 If the Client agrees the draft Rectification Plan, or any revised draft Rectification Plan, the Agency shall immediately start work on the actions set out in the Rectification Plan.

4.15 For the purposes of this Clause **SERVICE DELAY, DELIVERY & RECTIFICATION**, the Client acknowledges and agrees that if the publication of any Client Materials is delayed or does not occur as planned, the Agency will not be liable unless this is caused by its default or neglect.

5 AGENCY: OTHER APPOINTMENTS

5.1 Adverse public perception could have a detrimental impact on the Client's desired outcomes for the Project. To minimise this risk, the Agency must not, without the Client's written consent, provide services to a third party during the Term of this Call-Off Contract where the provision of such services (in the reasonable opinion of the Client):

5.1.1 has the potential to adversely affect the Client's desired outcome of the Project or diminish the trust that the public places in the Client; or

5.1.2 is likely to cause embarrassment to the Client or bring the Client into disrepute

5.2 The only exception to this is if the Agency provides communication services to an existing client, which the Client had been informed about before entering into this Call-Off Contract.

5.3 If the Agency becomes aware of a breach, or potential breach, of its obligations under Clause Adverse public perception could have a detrimental impact on the Client's desired outcomes for the Project. To minimise this risk, the Agency must not, without the Client's written consent, provide services to a third party during the Term of this Call-Off Contract where the provision of such services (in the reasonable opinion of the Client); the Agency must notify the Client immediately, providing full details of the nature of the breach and the likely impact on any Projects.

5.4 If the Agency breaches Clause Adverse public perception could have a detrimental impact on the Client's desired outcomes for the Project. To minimise this risk, the Agency must not, without the Client's written consent, provide services to a third party during the Term of this Call-Off Contract where the provision of such services (in the reasonable opinion of the Client); the Client may terminate this Call-Off Contract, a Project, or any part of a Project with immediate effect in accordance with Clause The Client may terminate this Call-Off Contract or a Project by written notice to the Agency with immediate effect if the Agency:.

6 CLIENT: OTHER APPOINTMENTS

6.1 Subject to Clause **AGENCY: OTHER APPOINTMENTS** the relationship between the Parties is sole. The Client is not entitled to appoint any other agency to perform services which are the same or similar to the Services.

7 PERSONNEL

7.1 The Agency Staff involved in the performance of each Contract must:

7.1.1 be appropriately trained and qualified;

7.1.2 be vetted using Good Industry Practice and the Security Policy; and

7.1.3 comply with all conduct requirements when on the Client's Premises.

7.2 Where a Client decides one of the Agency's Staff is not suitable to work on a contract, the Agency must replace them with a suitably qualified alternative.

- 7.3 If requested, the Agency must replace any person whose acts or omissions have caused the Agency to breach Clause **STAFF TRANSFER** (Staff Transfer).
- 7.4 The Agency must provide a list of Agency Staff needing to access the Client's Premises and say why access is required.
- 7.5 The Agency indemnifies CCS and the Client against all claims brought by any person employed by the Agency caused by an act or omission of the Agency or any Agency Staff.

8 VARIATIONS AND CANCELLATIONS

- 8.1 Either Party may request a change to this Call-Off Contract, a Project or a Brief. Any requested change must not amount to a material change of this Call-Off Contract (within the meaning of the Regulations and the Law). A change, once implemented, is called a "**Variation**".
- 8.2 A Party may request a Variation by completing, signing and sending the Variation Form to the other Party. The requesting Party must give sufficient information for the receiving Party to assess the extent of the proposed Variation and any additional cost that may be incurred by it.
- 8.3 Subject to Clause The Parties may agree to adjust the time limits specified in the Variation Form so the Impact Assessment can be carried out., the receiving Party must respond to the request within the time limits specified in the Variation Form. The time limits shall be reasonable and ultimately at the discretion of the Client, having regard to the nature of the Services and the proposed Variation.
- 8.4 If the Agency requests a Variation, the Client can ask the Agency to carry out an assessment of the effects of the proposed Variation (an **Impact Assessment**). The Impact Assessment must consider:
- 8.4.1 the impact of the proposed Variation on the Services and the Agency's ability to meet its other obligations under this Call-Off Contract (including in relation to other Briefs);
 - 8.4.2 the initial cost of implementing the proposed Variation and any ongoing costs postimplementation;
 - 8.4.3 any increase or decrease in the Charges, any alteration in the resources or expenditure required by either Party and any alteration to the working practices of either Party;
 - 8.4.4 a timetable for the implementation, together with any proposals for the testing of the Variation; and
 - 8.4.5 any other information the Client reasonably asks for in response to the Variation request.
- 8.5 The Parties may agree to adjust the time limits specified in the Variation Form so the Impact Assessment can be carried out.
- 8.6 If the Parties agree the Variation, the Agency will implement it, and be bound by it as if it was part of this Call-Off Contract.
- 8.7 Until a Variation is agreed, the Agency must continue to perform and be paid for the Services as originally agreed, unless otherwise notified by the Client.
- 8.8 Subject to Clauses In the event of any cancellation under Clause Subject to Clauses In the event of any cancellation under Clause Subject to Clauses In the event of any cancellation under Clause 8.8, the Client will pay the Agency all Charges reasonably and properly incurred by the Agency (including charges imposed by Media Owners or third party vendors from the

cancellation) during the Project Notice Period, provided that the Agency uses all reasonable endeavours to mitigate any charges or expenses. and The Client may, by giving not less than 3 months' written notice to the Agency, terminate this Call-Off Contract without cause. the Client can ask the Agency to suspend or cancel any Project or Brief, or any part of a Project, including

any plans, schedules or work in progress at any time, regardless of whether a Variation has been requested. Any request shall be made by an Authorised Client Approver in writing. The Agency will take all reasonable steps to comply with any such request., the Client will pay the Agency all Charges reasonably and properly incurred by the Agency (including charges imposed by Media Owners or third party vendors from the cancellation) during the Project Notice Period, provided that the Agency uses all reasonable endeavours to mitigate any charges or expenses. and The Client may, by giving not less than 3 months' written notice to the Agency, terminate this Call-Off Contract without cause. the Client can ask the Agency to suspend or cancel any Project or Brief, or any part of a Project, including any plans, schedules or work in progress at any time, regardless of whether a Variation has been requested. Any request shall be made by an Authorised Client Approver in writing. The Agency will take all reasonable steps to comply with any such request., the Client will pay the Agency all Charges reasonably and properly incurred by the Agency (including charges imposed by Media Owners or third party vendors from the cancellation) during the Project Notice Period, provided that the Agency uses all reasonable endeavours to mitigate any charges or expenses. and The Client may, by giving not less than 3 months' written notice to the Agency, terminate this Call-Off Contract without cause. the Client can ask the Agency to suspend or cancel any Project or Brief, or any part of a Project, including any plans, schedules or work in progress at any time, regardless of whether a Variation has been requested. Any request shall be made by an Authorised Client Approver in writing. The Agency will take all reasonable steps to comply with any such request.

8.9 In the event of any cancellation under Clause Subject to Clauses In the event of any cancellation under Clause Subject to Clauses In the event of any cancellation under Clause 8.8, the Client will pay the Agency all Charges reasonably and properly incurred by the Agency (including charges imposed by Media Owners or third party vendors from the cancellation) during the Project Notice Period, provided that the Agency uses all reasonable endeavours to mitigate any charges or expenses. and The Client may, by giving not less than 3 months' written notice to the Agency, terminate this Call-Off Contract without cause. the Client can ask the Agency to suspend or cancel any Project or Brief, or any part of a Project, including any plans, schedules or work in progress at any time, regardless of whether a Variation has been requested. Any request shall be made by an Authorised Client Approver in writing. The Agency will take all reasonable steps to comply with any such request., the Client will pay the Agency all Charges reasonably and properly incurred by the Agency (including charges imposed by Media Owners or third party vendors from the cancellation) during the Project Notice Period, provided that the Agency uses all reasonable endeavours to mitigate any charges or expenses. and The Client may, by giving not less than 3 months' written notice to the Agency, terminate this Call-Off Contract without cause. the Client can ask the Agency to suspend or cancel any Project or Brief, or any part of a Project, including any plans, schedules or work in progress at any time, regardless of whether a Variation has been requested. Any request shall be made by an Authorised Client Approver in writing. The Agency will take all reasonable steps to comply with any such request., the Client will pay the Agency all Charges reasonably and properly incurred by the Agency (including charges imposed by Media Owners or third party vendors from the cancellation) during the Project Notice Period, provided that the Agency uses all reasonable endeavours to mitigate any charges or expenses. and The Client may, by giving not less than 3 months' written notice to the Agency, terminate this Call-Off Contract without cause. the Client can ask the Agency to suspend or cancel any Project or Brief, or any part of a Project, including any plans, schedules or work in progress at any time, regardless of whether a Variation has been requested. Any request shall be made by an Authorised Client Approver in writing. The Agency will take all reasonable steps to comply with any such request., the Client will pay the Agency all Charges reasonably and properly incurred by the Agency (including charges imposed by Media Owners or third party

vendors from the cancellation) during the Project Notice Period, provided that the Agency uses all reasonable endeavours to mitigate any charges or expenses.

9 APPROVALS AND AUTHORITY

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

9.1.1 the Client issuing a purchase order bearing the signature of an Authorised Client Approver; or

9.1.2 e-mail from the individual business e-mail address of an Authorised Client Approver; or

9.1.3 the signature of an Authorised Client Approver on the Agency's documentation.

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

9.2.1 e-mail from the individual business e-mail address of an Authorised Agency Approver; or

9.2.2 the signature of an Authorised Agency Approver on the Client's documentation.

9.3 The Agency will seek the Client's prior Approval of any estimates or quotations for any costs to be paid by the Client that are not agreed in a Brief.

9.4 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.

9.5 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 Project.

10 PROJECT MANAGEMENT

10.1 During the Term of this Call-Off Contract, the Agency will:

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

10.1.2 promptly inform the Client of any actual or anticipated problems relating to the Services.

10.2 During the Term, the Parties' respective project managers will arrange and attend meetings to review the status and progress of the Services and the Project(s), and to seek to resolve any issues that have arisen. These meetings will be held at locations and intervals as agreed by the parties.

10.3 Unless otherwise agreed in the Brief, 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.

11 CHARGES AND INVOICING The Agency will invoice the Client in respect of Charges (including all Fees, Third Party Costs, and where applicable, any Expenses) as defined in the Framework Agreement (especially at Error! Reference source not found.) and in the applicable Letter of Appointment. The Fees for the Services will be the full and exclusive remuneration of the Agency for supplying

the Services. Unless expressly agreed in writing by the Client in the Briefs, the Fees will include every cost and expense of the Agency directly or indirectly incurred in connection with the performance of the Services.

11.1 All amounts stated are exclusive of VAT which will be charged at the prevailing rate. The Client shall, following the receipt of a valid VAT invoice, pay to the Agency a sum equal to the VAT chargeable in respect of the Services where applicable. The Agency shall comply with all applicable HMRC and tax guidance and rules in respect of the payment or otherwise of VAT (or applicable sales taxes) by the Client.

11.2 The Agency will invoice the Client in accordance with the payment provisions and profile agreed in the Letter of Appointment and or a specific Brief. Each invoice will include all supporting information required by the Client to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.

11.3 The Client will pay the Agency the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Client may, without prejudice to any other rights and remedies under this Call-Off Contract, withhold or reduce payments in the event of unsatisfactory performance.

11.4 If the Client does not pay an undisputed amount properly invoiced by the due date, the Agency has the right to charge interest on the overdue amount at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

11.5 If at any time during the Term the Agency reduces its Fees for Services provided in accordance with the terms of the Framework Agreement, the Agency shall immediately reduce the Fees for the Services under this Call-Off Contract by the same amount. This obligation applies whether or not the Services are offered in a catalogue provided under the Framework Agreement.

11.6 The Client is entitled to deduct from any sum due any money that the Agency owes the Client. This includes any sum which the Agency is liable to pay to the Client in respect of breach of this Call-Off Contract. In these circumstances, the Agency may not assert any credit, set-off or counterclaim against the Client.

11.7 The Agency will indemnify the Client on a continuing basis against any liability (to include any interest, penalties or costs incurred, levied, demanded or assessed) on the Client at any time in respect of the Agency's failure to account for or to pay any VAT on payments made to the Agency under this Call-Off Contract. Any amounts due under Clause All amounts stated are exclusive of VAT which will be charged at the prevailing rate. The Client shall, following the receipt of a valid VAT invoice, pay to the Agency a sum equal to the VAT chargeable in respect of the Services where applicable. The Agency shall comply with all applicable HMRC and tax guidance and rules in respect of the payment or otherwise of VAT (or applicable sales taxes) by the Client. will be paid by the Agency to the Client not less than 5 Working Days before the date upon which the tax or other liability is payable by the Client.

11.8 If there is a dispute between the Parties about an amount invoiced, the Client will pay the undisputed amount by the due date. The Agency will not suspend the supply of the Services in any Project, unless the Agency is entitled to terminate that Project for a failure to pay undisputed sums in accordance with Clause The Agency may terminate a Project and any Brief in respect of that Project by written notice to the Client if: **International Billing**

11.9 In the case of international billing only under Lot 1 these Clauses In the case of international billing only under Lot 1 these Clauses through International Client Invoicing Options (inclusive) shall apply and the Agency will invoice in accordance with the agreed invoicing option (2-5),

detailed at International Client Invoicing Options and within section 6 of the Framework Agreement, or option 1 (the default option) where applicable. This option will be agreed prior to the start of campaign activity.

11.10 The Client will detail the agreed option in the Letter of Appointment within the 'International Billing Option' section underneath the preferred billing address for international billing (if this differs from UK media activity). The invoicing option chosen will remain for the duration of the call off contract, and will apply to all campaigns. There are a limited number of exceptional circumstances where the default option 1 will apply as below:

11.11 If the Client purchases media in a country with a Restricted Currency:

11.11.1 If there **is no Local Agency office** in that market, the Client will default to Option 1, with the following amendments:

- (a) The Client will not have the option to be invoiced in local currency – invoice and payment will be in GBP.
- (b) Any exchange rate delta will be mitigated by the Client.

11.11.2 If there **is a Local Agency office** in that market, the Client will follow their standard agreed process (options 2-5), with the following amendments:

- (a) If the Client uses options 2 or 3a:
 - (i) They will be invoiced by the UK Agency, but will not have the option to be invoiced in local currency – invoice and payment will be in GBP
 - (ii) Any exchange rate delta will be mitigated by the Client (b) If the Client uses options 3b, 4 or 5:
 - (i) They will be invoiced by the Local Agency office and can agree with the Local Agency office whether this will be invoiced in Restricted Currency or GBP.
 - (ii) Any exchange rate delta will be mitigated by the Client.

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11.12 International Client Invoicing Options

Option 1 - UK Client to UK Agency (Default Option for all Clients)
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UK Client Role	Local Client Role	Client Paying	UK Agency Role	Local Agency Role	Invoiced by
Managing	Input to UK Client	UK Client	Managing	No	UK Agency
GBP	Local currency	MI Reporting	FX Mitigation	UK Tax (UK Agency invoice)	Local Tax
Option	Option	Monthly	Client to mitigate	Yes	Yes, and irrecoverable if applied

**Option 2 - UK Client to Local Agency, passed through UK Agency
(acting as a principal)**

UK Client Role	Local Client Role	Client Paying	UK Agency Role	Local Agency Role	Invoiced by
Managing (or input to Local Client)	Input to UK Client (or managing)	UK Client	When Client can only transact with UK entity . No media services provided by UK Agency - ONLY replicating & passing through invoices to Client, with the sole inclusion of the GCS levy	Managing	UK Agency
GBP	Local currency	MI Reporting	FX Mitigation	UK Tax (UK Agency invoice)	Local Tax
Option	Option	Monthly	Client to mitigate	Yes (UK Agency acting as a principal)	Yes, and irrecoverable if applied

Option 3a - UK Client to UK Agency, requiring input from Local Agency

UK Client Role	Local Client Role	Client Paying	UK Agency Role	Local Agency Role	Invoiced by
Managing	Input to UK client	UK Client	Coordinating	Activating	UK Agency
GBP	Local currency	MI Reporting	FX Mitigation	UK Tax (UK Agency invoice)	Local Tax
Option	Option	Monthly	Client to mitigate	Yes	Yes, and irrecoverable if applied

Option 3b - UK Client to UK Agency, requiring input from Local Agency					
UK Client Role	Local Client Role	Client Paying	UK Agency Role	Local Agency Role	Invoiced by
Managing	Input to UK client	UK Client	Coordinating	Activating	Local Agency
GBP	Local currency	MI Reporting	FX Mitigation	UK Tax (UK Agency invoice)	Local Tax
Option	Option	Quarterly	Client to mitigate	No	Yes, and irrecoverable if applied

Option 4 - UK Client to Local Agency					
UK Client Role	Local Client Role	Client Paying	UK Agency Role	Local Agency Role	Invoiced by
Managing (or input to Local Client)	Input to UK Client (or managing)	UK Client	No	Managing	Local Agency

GBP	Local currency	MI Reporting	FX Mitigation	UK Tax (UK Agency invoice)	Local Tax
No	Yes	Quarterly	N/A	No	Yes, and irrecoverable if applied

Option 5 - Local Client to local Agency					
UK Client Role	Local Client Role	Client Paying	UK Agency Role	Local Agency Role	Invoiced by
Input to Local Client	Managing	Local Client	No	Managing	Local Agency
GBP	Local currency	MI Reporting	FX Mitigation	UK Tax (UK Agency invoice)	Local Tax
No	Yes	Quarterly	N/A	No	Yes

12 THIRD PARTY AGENCIES: ASSIGNMENT AND SUB-CONTRACTING Assignment and Sub-Contracting

12.1 Other than where a Sub-Contractor is agreed in the Letter of Appointment or a Brief, the Agency will not, without the prior Approval of the Client, assign, sub-contract, novate or in any way dispose of the benefit or the burden of this Call-Off Contract or any part of it.

12.2 In requesting Approval to sub-contract, the Agency will:

12.2.1 use reasonable care and skill in the selection of proposed Sub-Contractors;

12.2.2 if the Client requests, obtain more than one quote for a particular sub-contracted service; and

12.2.3 provide the Client with a business case for sub-contracting all or part of the Services, identifying why it is economically advantageous for the Agency to subcontract to its proposed sub-contractor. The Client may reject the Agency's request to appoint a proposed sub-contractor if it considers the proposed subcontractor does not provide value for money.

If the Client consents to the Agency's proposed sub-contractor, it shall be a Sub-Contractor as the term is defined in (Definitions).

12.3 In granting consent to any assignment, novation, sub-contracting or disposal, the Client may set additional terms and conditions it considers necessary.

12.4 The Agency shall ensure that its Sub-Contractor does not further sub-contract all or part of the Services.

12.5 Any contracts the Agency enters into with third party suppliers for Services ("**Sub-Contracts**") must be on terms that are in line with the Agency's standard contractual terms and conditions, must not permit further sub-contracting, and must not conflict with the terms of this Call-Off Contract.

12.6 Provided that the Agency has notified the Client of any significant restrictions or contract terms contained in any Sub-Contracts, the Client hereby acknowledges that:

12.6.1 its right to use or otherwise benefit from any Services acquired under SubContracts will be as set out in the Sub-Contracts; and

12.6.2 it will be responsible for any reasonable and proper charges or liabilities (including cancellation payments) that the Agency is directly liable for under Sub-Contracts only to the extent that that these are caused by an act or omission of the Client or Client Affiliates.

12.7 The Agency will promptly provide the Client with a copy of any Sub-Contract if requested to do so.

12.8 The Agency will be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

12.9 The Agency will obtain the Client's Approval before commissioning services from any Agency Affiliate.

Supply Chain Protection

12.10 The Agency will ensure that all Sub-Contracts contain provisions:

12.10.1 requiring the Agency to pay any undisputed sums which are due from it to the SubContractor within a specified period not exceeding 30 days from the receipt of a valid invoice;

12.10.2 requiring the Agency to verify any invoices submitted by a Sub-Contractor in a timely manner;

12.10.3 giving the Client the right to publish the Agency's compliance with its obligation to pay undisputed invoices to the Sub-Contractor within the specified payment period;

12.10.4 giving the Agency a right to terminate the Sub-Contract if the Sub-Contractor fails to comply with legal obligations in the fields of environmental, social or labour law; and

12.10.5 requiring the Sub-Contractor to include in any Sub-Contract which it in turn awards provisions to the same effect as those required by this Clause The Agency will ensure that all Sub-Contracts contain provisions:.

13 DISCOUNTS AND REBATES

13.1 The Agency will disclose to the Client any commission, discount or rebate earned by the Agency arising in respect of Third Party Costs directly related to any Services provided under the relevant Call-Off contract. The Client will receive the full benefit of any such commission, discount or rebate.

14 CONFIDENTIALITY, TRANSPARENCY AND FREEDOM OF INFORMATION

CONFIDENTIALITY

14.1 For the purposes of the Clauses below, a Party which receives or obtains, directly or indirectly, Confidential Information is a **"Recipient"**. A Party which discloses or makes available Confidential Information is a **"Disclosing Party"**.

14.2 Each Party must:

14.2.1 treat all Confidential Information it receives confidential and secure;

14.2.2 except as expressly set out in the Contract at Clauses Each Party must: to In spite of Clause Each Party must:, the Agency may disclose Confidential Information on a confidential basis to Agency Staff on a need-to-know basis to allow the Agency to meet its obligations under the Contract. The Agency Staff must enter into a direct confidentiality agreement with the Client at its request. or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent;

14.2.3 immediately notify the Disclosing Party if it suspects any unauthorised access, copying, use or disclosure of the Confidential Information.

14.3 In spite of Clause Each Party must:, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

14.3.1 where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;

14.3.2 if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;

14.3.3 if the information was given to it by a third party without obligation of confidentiality;

14.3.4 if the information was in the public domain at the time of the disclosure;

14.3.5 if the information was independently developed without access to the Disclosing Party's Confidential Information;

14.3.6 on a confidential basis, to its auditors;

14.3.7 on a confidential basis, to its professional advisers on a need-to-know basis; or

14.3.8 to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

14.4 In spite of Clause Each Party must:, the Agency may disclose Confidential Information on a confidential basis to Agency Staff on a need-to-know basis to allow the Agency to meet its obligations under the Contract. The Agency Staff must enter into a direct confidentiality agreement with the Client at its request.

14.5 In spite of Clause Each Party must: CCS or the Client may disclose Confidential Information in any of the following cases:

14.5.1 on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;

14.5.2 on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Client transfers or proposes to transfer all or any part of its business to;

14.5.3 if CCS or the Client (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;

14.5.4 where requested by Parliament; or

14.5.5 under Clauses 4.7 and 16.

14.6 For the purposes of Clauses In spite of Clause Each Party must:, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances: to In spite of Clause Each Party must: CCS or the Client may disclose Confidential Information in any of the following cases: references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in this Clause **CONFIDENTIALITY, TRANSPARENCY AND FREEDOM OF INFORMATION**.

14.7 Transparency Information is not Confidential Information.

14.8 The Agency must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Client and must take all reasonable steps to ensure that Agency Staff do not either.

TRANSPARENCY AND FREEDOM OF INFORMATION

14.9 The Agency must tell the Client within 48 hours if it receives a Request For Information.

14.10 Within five (5) Working Days of the Buyer's request the Agency must give CCS and each Buyer full co-operation and information needed so the Buyer can:

14.10.1 publish the Transparency Information;

14.10.2 comply with any Freedom of Information Act (FOIA) request; and/or

14.10.3 comply with any Environmental Information Regulations (EIR) request.

14.11 The Client may talk to the Agency to help it decide whether to publish information under Clause

CONFIDENTIALITY, TRANSPARENCY AND FREEDOM OF INFORMATION. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

15 AGENCY WARRANTIES

15.1 The Agency warrants that:

15.1.1 it has full capacity and authority to enter into this Call-Off Contract and that by doing so it will not be in breach of any obligation to a third party; and

15.1.2 the personnel who perform the Services are competent and suitable do so.

15.2 The Agency hereby indemnifies the Client against any Losses incurred by the Client as a result of breach by the Agency of its warranty and undertaking in Clauses The Agency warrants that:.

16 CLIENT WARRANTIES

16.1 The Client warrants that:

16.1.1 it has full capacity and authority to enter into this Call-Off Contract and that by doing so it will not be in breach of any obligation to a third party; and

16.1.2 the Client Materials will not, when used in accordance with this Call-Off Contract and any written instructions given by the Client, infringe third party copyright.

17 LIABILITY

17.1 Nothing in this Call-Off Contract will exclude or in any way limit either Party's liability for fraud, death or personal injury caused by its negligence.

17.2 Subject always to Clauses Nothing in this Call-Off Contract will exclude or in any way limit either Party's liability for fraud, death or personal injury caused by its negligence. and Subject to Clause Nothing in this Call-Off Contract will exclude or in any way limit either Party's liability for fraud, death or personal injury caused by its negligence. and except for any claims arising under

Clause With respect to any Claim conducted by the Agency pursuant to Clause Subject to Clause With respect to any Claim conducted by the Agency pursuant to Clause Subject to Clause With respect to any Claim conducted by the Agency pursuant to Clause Subject to Clause 19.12, on the giving of a notice by the Client, where it appears that the Client is or may be entitled to indemnification from the Agency in respect of all (but not part only) of the liability arising out of the Claim, the Agency shall (subject to providing the Client with a secured indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action) be entitled to dispute the Claim in the name of the Client at the Agency's own expense and take conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations relating to the Claim. If the Agency does elect to conduct the Claim, the Client shall give the Agency all reasonable cooperation, access and assistance for the purposes of such Claim, and the Client shall not make any admission which could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Agency.; on the giving of a notice by the Client, where it appears that the Client is or may be entitled to indemnification from the Agency in respect of all (but not part only) of the liability arising out of the Claim, the Agency shall (subject to providing the Client with a secured indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action) be entitled to dispute the Claim in the name of the Client at the Agency's own expense and take conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations relating to the Claim. If the Agency does elect to conduct the Claim, the Client shall give the Agency all reasonable cooperation, access and assistance for the purposes of such Claim, and the Client shall not make any admission which could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Agency.; on the giving of a notice by the Client, where it appears that the Client is or may be entitled to indemnification from the Agency in respect of all (but not part only) of the liability arising out of the Claim, the Agency shall (subject to providing the Client with a secured indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action) be entitled to dispute the Claim in the name of the Client at the Agency's

own expense and take conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations relating to the Claim. If the Agency does elect to conduct the Claim, the Client shall give the Agency all reasonable cooperation, access and assistance for the purposes of such Claim, and the Client shall not make any admission which could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Agency.; neither Party will be liable to the other in any situation for any.; the maximum amount the Agency can be liable for in respect of all Defaults shall in no event exceed:

17.2.1 in relation to any Defaults occurring from the Effective Date to the end of the first Contract Year, the lower of five million pounds (£5,000,000) or a sum equal to 125% of the Charges paid or payable by the Client for the first Contract Year; and

17.2.2 in relation to any Defaults occurring in each subsequent Contract Year that commences during the remainder of the Term, the lower of five million pounds (£5,000,000) or a sum equal to 125% of the Charges paid to the Agency under this Call-Off Contract in the previous Contract Year.

17.3 Subject to Clause Nothing in this Call-Off Contract will exclude or in any way limit either Party's liability for fraud, death or personal injury caused by its negligence. and except for any claims arising under Clause With respect to any Claim conducted by the Agency pursuant to Clause Subject to Clause With respect to any Claim conducted by the Agency pursuant to Clause Subject to Clause With respect to any Claim conducted by the Agency pursuant to Clause Subject to Clause 19.12, on the giving of a notice by the Client, where it appears that the Client is or may be entitled to indemnification from the Agency in respect of all (but not part only) of the liability arising out of the Claim, the Agency shall (subject to providing the Client with a secured indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action) be entitled to dispute the Claim in the name of the Client at the Agency's own expense and take conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations relating to the Claim. If the Agency does elect to conduct the Claim, the Client shall give the Agency all reasonable cooperation, access and assistance for the purposes of such Claim, and the Client shall not make any admission which

could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Agency.; on the giving of a notice by the Client, where it appears that the Client is or may be entitled to indemnification from the Agency in respect of all (but not part only) of the liability arising out of the Claim, the Agency shall (subject to providing the Client with a secured indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action) be entitled to dispute the Claim in the name of the Client at the Agency's own expense and take conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations relating to the Claim. If the Agency does elect to conduct the Claim, the Client shall give the Agency all reasonable cooperation, access and assistance for the purposes of such Claim, and the Client shall not make any admission which could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Agency.; on the giving of a notice by the Client, where it appears that the Client is or may be entitled to indemnification from the Agency in respect of all (but not part only) of the liability arising out of the Claim, the Agency shall (subject to providing the Client with a secured indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action) be entitled to dispute the Claim in the name of the Client at the Agency's own expense and take conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations relating to the Claim. If the Agency does elect to conduct the Claim, the Client shall give the Agency all reasonable cooperation, access and assistance for the purposes of such Claim, and the Client shall not make any admission which could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Agency.; neither Party will be liable to the other in any situation for any:

17.3.1 loss of profits;

17.3.2 loss of goodwill or reputation;

- 17.3.3 loss of revenue;
- 17.3.4 loss of savings whether anticipated or otherwise; or
- 17.3.5 indirect or consequential loss or damage of any kind.

17.4 Without prejudice to its obligation to pay the undisputed Charges as and when they fall due for payment, the Client's total aggregate liability in respect of all defaults, claims, losses or damages howsoever caused will in no event exceed the figure specified in the Letter of Appointment.

18 INSURANCE

18.1 The Agency will hold insurance policies to the value sufficient to meet its liabilities in connection with this Call-Off Contract (including any specific insurance requirements as are set out in the Briefs). The Agency will provide the Client with evidence that such insurance is in place at the Client's request.

18.2 The Agency will effect and maintain the policy or policies of insurance as stipulated in the Letter of Appointment.

18.3 If, for whatever reason, the Agency fails to comply with the provisions of this Clause **INSURANCE**, the Client may make alternative arrangements to protect its interests. If the Client does so, it may recover the premium and other costs of such arrangements as a debt due from the Agency.

18.4 Any insurance effected by the Agency will not relieve it of any liability under this Call-Off Contract. It is the Agency's responsibility to determine the amount of insurance cover that will be adequate to enable the Agency to satisfy any liability in relation to the performance of its obligations under this Call-Off Contract.

18.5 The Agency must ensure that the policies of insurance it holds pursuant to this Clause **INSURANCE** are not cancelled, suspended or vitiated. The Agency will use all reasonable endeavours to notify the Client (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any circumstance whereby the relevant insurer could give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

19 INTELLECTUAL PROPERTY RIGHTS

19.1 The Agency acknowledges that the Client retains ownership of Client Materials and all Intellectual Property Rights in them. This includes any modifications or adaptations of Client Materials produced by the Agency in the course of providing the Services. The Client hereby grants to the Agency a non-exclusive licence to use the Client Materials during the applicable Project Term solely for the purposes of providing the Services.

19.2 The Agency hereby:

19.2.1 assigns to the Client all of the Intellectual Property Rights other than copyright and database rights in the Agency Materials which are capable of being assigned, together with the right to sue for past infringement of such Intellectual Property Rights in the Agency Materials; and

19.2.2 assigns to the Crown all of the copyright and database rights in the Agency Materials which are capable of being assigned, together with the right to sue for past infringement of such copyright and database rights in the Agency Materials.

- 19.3 All Intellectual Property Rights in the Agency Proprietary Materials remain the property of the Agency. The Agency grants to the Client a non-exclusive, royalty-free licence to use any Agency Proprietary Materials, in the Territory, for the period of time and for the purposes set out in the Brief.
- 19.4 Prior to delivery of the Services (or any part thereof) to the Client, the Agency will obtain all licences or consents in respect of Third Party Materials that are required so the Client can use these Third Party Materials for the purposes set out in the Brief. The Agency will notify the Client of any restrictions on usage and any other contractual restrictions arising in respect of such Third Party Materials.
- 19.5 The Agency agrees:
- 19.5.1 at the Client's request and expense, to take all such actions and execute all such documents as are necessary (in the Client's reasonable opinion) to enable the Client to obtain, defend or enforce its rights in the Agency Materials; and
- 19.5.2 neither to do nor fail to do any act which would or might prejudice the Client's rights under this Clause **INTELLECTUAL PROPERTY RIGHTS**.
- 19.6 To the extent permitted by law, the Agency shall ensure that all Moral Rights in the Agency Materials are waived. Where it is not lawfully possible to waive Moral Rights, the Agency agrees not to assert any Moral Rights in respect of the Agency Materials.
- 19.7 The Agency will use its reasonable endeavours to ensure that all Moral Rights in Third Party Materials are waived. Where it is not lawfully possible to waive Moral Rights, the Agency will work with the owner or creator of the Third Party Materials to procure that Moral Rights are not asserted in respect of Third Party Materials). If the Agency cannot obtain such waiver of (or agreement not to assert) such Moral Rights in respect of any Third Party Materials, the Agency will notify the Client and will obtain the Client's Approval prior to incorporating such Third Party Materials into the Services.
- 19.8 The terms of and obligations imposed by this Clause **INTELLECTUAL PROPERTY RIGHTS** continue after the termination of this Call-Off Contract.
- 19.9 The Agency will indemnify the Client in full against all costs, expenses, damages and losses (whether direct or indirect in connection with any claim made against the Client for actual or alleged infringement of a third party's intellectual property rights in connection with the supply or use of the Services, if the claim is attributable to the acts or omission of the Agency or any of its Associates. This indemnity extends to any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Client
- 19.10 If the Client receives any notice of any claim for which it appears that the Client is, or may become, entitled to indemnification The Agency will indemnify the Client in full against all costs, expenses, damages and losses (whether direct or indirect in connection with any claim made against the Client for actual or alleged infringement of a third party's intellectual property rights in connection with the supply or use of the Services, if the claim is attributable to the acts or omission of the Agency or any of its Associates. This indemnity extends to any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Client (a "**Claim**"), the Client shall give notice in writing to the Agency as soon as reasonably practicable and in any event within 10 Working Days of receipt of the same.
- 19.11 Subject to Clause With respect to any Claim conducted by the Agency pursuant to Clause Subject to Clause With respect to any Claim conducted by the Agency pursuant to Clause Subject to Clause With respect to any Claim conducted by the Agency pursuant to Clause Subject to Clause 19.12, on the giving of a notice by the Client, where it appears that the Client is or may be entitled to indemnification from the Agency in respect of all (but not part only) of

the liability arising out of the Claim, the Agency shall (subject to providing the Client with a secured indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action) be entitled to dispute the Claim in the name of the Client at the Agency's own expense and take conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations relating to the Claim. If the Agency does elect to conduct the Claim, the Client shall give the Agency all reasonable cooperation, access and assistance for the purposes of such Claim, and the Client shall not make any admission which could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Agency.; on the giving of a notice by the Client, where it appears that the Client is or may be entitled to indemnification from the Agency in respect of all (but not part only) of the liability arising out of the Claim, the Agency shall (subject to providing the Client with a secured indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action) be entitled to dispute the Claim in the name of the Client at the Agency's own expense and take conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations relating to the Claim. If the Agency does elect to conduct the Claim, the Client shall give the Agency all reasonable cooperation, access and assistance for the purposes of such Claim, and the Client shall not make any admission which could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Agency.; on the giving of a notice by the Client, where it appears that the Client is or may be entitled to indemnification from the Agency in respect of all (but not part only) of the liability arising out of the Claim, the Agency shall (subject to providing the Client with a secured indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action) be entitled to dispute the Claim in the name of the Client at the Agency's own expense and take conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations relating to the Claim. If the Agency does elect to conduct the Claim, the Client shall give the Agency all reasonable cooperation, access and assistance for the purposes of such Claim, and the Client shall not make any admission which could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Agency.

- 19.12 With respect to any Claim conducted by the Agency pursuant to Clause Subject to Clause With respect to any Claim conducted by the Agency pursuant to Clause Subject to Clause With respect to any Claim conducted by the Agency pursuant to Clause Subject to Clause 19.12, on the giving of a notice by the Client, where it appears that the Client is or may be entitled to indemnification from the Agency in respect of all (but not part only) of the liability arising out of the Claim, the Agency shall (subject to providing the Client with a secured indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action) be entitled to dispute the Claim in the name of the Client at the Agency's own expense and take conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations relating to the Claim. If the Agency does elect to conduct the Claim, the Client shall give the Agency all reasonable cooperation, access and assistance for the purposes of such Claim, and the Client shall not make any admission which could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Agency.; on the giving of a notice by the Client, where it appears that the Client is or may be entitled to indemnification from the Agency in respect of all (but not part only) of the liability arising out of the Claim, the Agency shall (subject to providing the Client with a secured indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such

action) be entitled to dispute the Claim in the name of the Client at the Agency's own expense and take conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations relating to the Claim. If the Agency does elect to conduct the Claim, the Client shall give the Agency all reasonable cooperation, access and assistance for the purposes of such Claim, and the Client shall not make any admission which could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Agency.; on the giving of a notice by the Client, where it appears that the Client is or may be entitled to indemnification from the Agency in respect of all (but not part only) of the liability arising out of the Claim, the Agency shall (subject to providing the Client with a secured indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action) be entitled to dispute the Claim in the name of the Client at the Agency's own expense and take conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations relating to the Claim. If the Agency does elect to conduct the Claim, the Client shall give the Agency all reasonable cooperation, access and assistance for the purposes of such Claim, and the Client shall not make any admission which could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Agency.:

19.12.1 the Agency shall keep the Client fully informed and consult with it about material elements of the conduct of the Claim;

19.12.2 the Agency shall not bring the name of the Client into disrepute;

19.12.3 the Agency shall not pay or settle such Claim without the prior written consent of the Client, such consent not to be unreasonably withheld or delayed; and

19.12.4 the Agency shall conduct the Claim with all due diligence.

19.13 the Client shall be entitled to have conduct of the Claim and shall be free to pay or settle any Claim on such terms as it thinks fit and without prejudice to its rights and remedies under this Call-Off Contract if:

19.13.1 the Agency is not entitled to take conduct of the Claim in accordance with Clause Subject to Clause With respect to any Claim conducted by the Agency pursuant to Clause Subject to Clause With respect to any Claim conducted by the Agency pursuant to Clause Subject to Clause 19.12, on the giving of a notice by the Client, where it appears that the Client is or may be entitled to indemnification from the Agency in respect of all (but not part only) of the liability arising out of the

Claim, the Agency shall (subject to providing the Client with a secured indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action) be entitled to dispute the Claim in the name of the Client at the Agency's own expense and take conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations relating to the Claim. If the Agency does elect to conduct the Claim, the Client shall give the Agency all reasonable cooperation, access and assistance for the purposes of such Claim, and the Client shall not make any admission which could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Agency.; on the giving of a notice by the Client, where it appears that the Client is or may be entitled to indemnification from the Agency in respect of all (but not part only) of the liability arising out of the Claim, the Agency shall (subject to providing the Client with a secured indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action) be entitled to dispute the Claim in the name of the Client at the Agency's own expense and take conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations relating to the Claim. If the Agency does elect to conduct the Claim, the Client shall give the Agency all reasonable cooperation, access and assistance for the purposes of such Claim, and the Client shall not make any admission which

could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Agency.;, on the giving of a notice by the Client, where it appears that the Client is or may be entitled to indemnification from the Agency in respect of all (but not part only) of the liability arising out of the Claim, the Agency shall (subject to providing the Client with a secured indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action) be entitled to dispute the Claim in the name of the Client at the Agency's own expense and take conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations relating to the Claim. If the Agency does elect to conduct the Claim, the Client shall give the Agency all reasonable cooperation, access and assistance for the purposes of such Claim, and the Client shall not make any admission which could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Agency.;, on the giving of a notice by the Client, where it appears that the Client is or may be entitled to indemnification from the Agency in respect of all (but not part only) of the liability arising out of the Claim, the Agency shall (subject to providing the Client with a secured indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action) be entitled to dispute the Claim in the name of the Client at the Agency's own expense and take conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations relating to the Claim. If the Agency does elect to conduct the Claim, the Client shall give the Agency all reasonable cooperation, access and assistance for the purposes of such Claim, and the Client shall not make any admission which could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Agency.;

19.13.2 the Agency fails to notify the Client in writing of its intention to take conduct of the relevant Claim within 10 Working Days of the notice from the Client or if the Agency notifies the Client in writing that it does not intend to take conduct of the Claim; or

19.13.3 the Agency fails to comply in any material respect with the provisions of Clause With respect to any Claim conducted by the Agency pursuant to Clause Subject to Clause With respect to any Claim conducted by the Agency pursuant to Clause Subject to Clause 19.12, on the giving of a notice by the Client, where it appears that the Client is or may be entitled to indemnification from the Agency in respect of all (but not part only) of the liability arising out of the Claim, the Agency shall (subject to providing the Client with a secured indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action) be entitled to dispute the Claim in the name of the Client at the Agency's own expense and take conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations relating to the Claim. If the Agency does elect to conduct the Claim, the Client shall give the Agency all reasonable cooperation, access and assistance for the purposes of such Claim, and the Client shall not make any admission which could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Agency.;, on the giving of a notice by the Client, where it appears

that the Client is or may be entitled to indemnification from the Agency in respect of all (but not part only) of the liability arising out of the Claim, the Agency shall (subject to providing the Client with a secured indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action) be entitled to dispute the Claim in the name of the Client at the Agency's own expense and take conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations relating to the Claim. If the Agency does elect to conduct the Claim, the Client shall give the Agency all reasonable cooperation, access and assistance for the purposes of such Claim, and the Client shall not make any admission which could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Agency..

19.14 If the Agency pays to the Client an amount in respect of an indemnity and the Client subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the Claim, the Client shall forthwith repay to the Agency whichever is the lesser of:

19.14.1 an amount equal to the sum recovered (or the value of the discount, credit, saving, relief, other benefit or amount otherwise obtained) less any out-of-pocket costs and expenses properly incurred by the Client in recovering or obtaining the same; and

19.14.2 the amount paid to the Client by the Agency in respect of the Claim under the relevant indemnity.

20 AUDIT

20.1 This Clause **AUDIT** shall apply to any Call-Off Contract awarded under Lots 1, 2 and 3 only (such that this Clause **AUDIT** shall not apply to any Call-Off Contract under Lot 5).

20.2 In accordance with and in addition to any principles of transparency set out in the Services Description, the Client shall be entitled to appoint an Auditor to undertake audits of the performance of the Services ("**Performance Audit**") during the Term, the term of each Call-Off Contract and for seven (7) years after the termination of this Call-Off Contract. The Client shall provide the Agency not less than three (3) weeks' notice prior to any audit and anticipates that it will conduct up to two (2) Performance Audits in each calendar year. For the purposes of Clauses The Agency shall obtain at its own cost all necessary rights in data which the Agency or Agency Group obtains from third parties to enable the Agency to supply to the Client and its Auditor all such data as the Auditor reasonably requires to fully perform a Performance Audit (for example, performance data, TV ratings, digital impressions, etc). Where the Agency or Agency Group uses direct or indirect majority owned affiliates, specialist buying companies, group buying companies, buying clubs or any other related party to supply services, the Agency

shall procure that the affiliates, specialist buying companies, group buying companies, buying clubs or other related party will grant the same rights of audit to the Auditor, including access to AVBs received by Agency Affiliates and to un-billed media reports between Agency Affiliates and their vendors. to In relation to a Performance Audit, the Client shall procure that the Auditor shall deliver a copy of the final draft report to the Agency no less than five (5) days prior to delivery of the final report to the Client to provide the Agency with an opportunity to comment on any inconsistencies or inaccuracies in the report and the Agency acknowledges that when submitting the final report to the Client, the Auditor shall also provide the Client with a summary of any amendments made to the report as a consequence of the Agency's comments., "**Auditor**" shall mean:

20.2.1 in respect of a Performance Audit, a reputable recognised independent media consultant adhering to appropriate professional standards chosen by the Client in its absolute discretion; and

- 20.2.2 in respect of a financial audit, a certified or regulated public accounting firm which is nationally or internationally recognized and is specialized in financial compliance audit or a firm whose staff are members of professional accounting bodies or a firm that is itself a member of a professional accounting body, chosen by the Client in its absolute discretion, provided that such firm shall not be (i) the same auditor who has acted as year-end auditor or tax consultant of the Agency Group in the previous 24 months; or (ii) a competitor of the Agency or the Agency Group.
- 20.3 During the Term and for seven (7) years after its termination the Agency shall maintain clear, accurate, complete and up to date Records in respect of the performance of the Agency and Agency Group's obligations under this Call-Off Contract. The Agency shall procure compliance by members of the Agency Group with its obligation to maintain Records as set out in this CallOff Contract.
- 20.4 The Agency shall obtain at its own cost all necessary rights in data which the Agency or Agency Group obtains from third parties to enable the Agency to supply to the Client and its Auditor all such data as the Auditor reasonably requires to fully perform a Performance Audit (for example, performance data, TV ratings, digital impressions, etc). Where the Agency or Agency Group uses direct or indirect majority owned affiliates, specialist buying companies, group buying companies, buying clubs or any other related party to supply services, the Agency shall procure that the affiliates, specialist buying companies, group buying companies, buying clubs or other related party will grant the same rights of audit to the Auditor, including access to AVBs received by Agency Affiliates and to un-billed media reports between Agency Affiliates and their vendors.
- 20.5 Save to the extent that any Records relate to the Agency's other clients and do not relate at all to the Client (including terms related to the Agency's other clients or terms negotiated with Media Owners on behalf of multiple clients) and subject to third party rights therein:
- 20.5.1 all rights in the Records (including Intellectual Property Rights and any data and information created, obtained, compiled or verified by the Agency (including prices paid for media purchased by the Agency on behalf of the Client) will belong to the Client and will be deemed to be assigned to the Client for the purpose of this CallOff Contract provided that the Agency is entitled to keep copies, or the original as necessary, of such Records in order to comply with its legal and regulatory obligations; and
- 20.5.2 the Agency shall provide the Auditor with full access to all contracts with suppliers with whom media activity has been placed on behalf of the Client during the Term provided that the Agency may redact from the Records the individual names of other clients and their confidential information, including but not limited to financial amounts specific to those other clients.
- 20.5.3 the Records will constitute Confidential Information for the purposes of this CallOff Contract.
- 20.6 The Agency and Agency Group will allow the Auditor access to all the Records to audit the Agency's compliance with this Call-Off Contract. Any such access shall be at any time during normal business hours for the purposes of auditing or otherwise inspecting the Records provided that in the absence of exceptional circumstances the Agency shall not be obliged to allow such access or inspection more than once during any twelve month period (unless any material discrepancy or any breach of this Call-Off Contract is discovered in which case the Agency shall allow access on such number of occasions as the relevant Client may request). The Agency shall provide all Records and data in a format reasonably requested by the Auditor.
- 20.7 The Agency and Agency Group will afford the Auditor all reasonable assistance in the performance of the audit. The Client and the Auditor will ensure that any information obtained in the course of the audit relating specifically to the Agency's and Agency Group's business (excluding the Records) is kept in the strictest confidence and not used for any purpose other than the proper

conduct of the audit. The Client shall procure that the Auditor complies with the provisions of this Clause. Where required by the Agency, the Client shall use reasonable endeavours to procure that the Auditor enters into a non-disclosure agreement in the form of Framework Agreement Schedule 14 (Auditor Non-disclosure Agreement),

- 20.8 In relation to a Performance Audit, the Client shall procure that the Auditor shall deliver a copy of the final draft report to the Agency no less than five (5) days prior to delivery of the final report to the Client to provide the Agency with an opportunity to comment on any inconsistencies or inaccuracies in the report and the Agency acknowledges that when submitting the final report to the Client, the Auditor shall also provide the Client with a summary of any amendments made to the report as a consequence of the Agency's comments.

21 ADVERTISING STANDARDS

- 21.1 Both parties acknowledge that they have a responsibility to comply with all relevant Advertising Regulations.
- 21.2 The parties will co-operate with each other to ensure satisfaction of the requirements of any applicable Advertising Regulations.

22 TERMINATION

Client Rights to Terminate

- 22.1 The Client may, by giving not less than 3 months' written notice to the Agency, terminate this Call-Off Contract without cause.
- 22.2 The Client may terminate or cancel a Project at any time subject to Clause Subject to Clauses In the event of any cancellation under Clause Subject to Clauses In the event of any cancellation under Clause 8.8, the Client will pay the Agency all Charges reasonably and properly incurred by the Agency (including charges imposed by Media Owners or third party vendors from the cancellation) during the Project Notice Period, provided that the Agency uses all reasonable endeavours to mitigate any charges or expenses. and The Client may, by giving not less than 3 months' written notice to the Agency, terminate this Call-Off Contract without cause. the Client can ask the Agency to suspend or cancel any Project or Brief, or any part of a Project, including any plans, schedules or work in progress at any time, regardless of whether a Variation has been requested. Any request shall be made by an Authorised Client Approver in writing. The Agency will take all reasonable steps to comply with any such request., the Client will pay the Agency all Charges reasonably and properly incurred by the Agency (including charges imposed by Media Owners or third party vendors from the cancellation) during the Project Notice Period, provided that the Agency uses all reasonable endeavours to mitigate any charges or expenses. and The Client may, by giving not less than 3 months' written notice to the Agency, terminate this Call-Off Contract without cause. the Client can ask the Agency to suspend or cancel any Project or Brief, or any part of a Project, including any plans, schedules or work in progress at any time, regardless of whether a Variation has been requested. Any request shall be made by an Authorised Client Approver in writing. The Agency will take all reasonable steps to comply with any such request., the Client will pay the Agency all Charges reasonably and properly incurred by the Agency (including charges imposed by Media Owners or third party vendors from the cancellation) during the Project Notice Period, provided that the Agency uses all reasonable endeavours to mitigate any charges or expenses. and The Client may, by giving not less than 3 months' written notice to the Agency, terminate this Call-Off Contract without cause. the Client can ask the Agency to suspend or cancel any Project or Brief, or any part of a Project, including any plans,

schedules or work in progress at any time, regardless of whether a Variation has been requested. Any request shall be made by an Authorised Client Approver in writing. The Agency will take all reasonable steps to comply with any such request. and payment of all Charges specifically set out at Clause In the event of any cancellation under Clause Subject to Clauses In the event of any cancellation under Clause Subject to Clauses In the event of any cancellation under Clause 8.8, the Client will pay the Agency all Charges reasonably and properly incurred by the Agency (including charges imposed by Media Owners or third party vendors from the cancellation) during the Project Notice Period, provided that the Agency uses all reasonable endeavours to mitigate any charges or expenses. and The Client may, by giving not less than 3 months' written notice to the Agency, terminate this Call-Off Contract without cause. the Client can ask the Agency to suspend or cancel any Project or Brief, or any part of a Project, including any plans, schedules or work in progress at any time, regardless of whether a Variation has been requested. Any request shall be made by an Authorised Client Approver in writing. The Agency will take all reasonable steps to comply with any such request., the Client will pay the Agency all Charges reasonably and properly incurred by the Agency (including charges imposed by Media Owners or third party vendors from the cancellation) during the Project Notice Period, provided that the Agency uses all reasonable endeavours to mitigate any charges or expenses. and The Client may, by giving not less than 3 months' written notice to the Agency, terminate this Call-Off Contract without cause. the Client can ask the Agency to suspend or cancel any Project or Brief, or any part of a Project, including any plans, schedules or work in progress at any time, regardless of whether a Variation has been requested. Any request shall be made by an Authorised Client Approver in writing. The Agency will take all reasonable steps to comply with any such request., the Client will pay the Agency all Charges reasonably and properly incurred by the Agency (including charges imposed by Media Owners or third party vendors from the cancellation) during the Project Notice Period, provided that the Agency uses all reasonable endeavours to mitigate any charges or expenses. and The Client may, by giving not less than 3 months' written notice to the Agency, terminate this Call-Off Contract without cause. the Client can ask the Agency to suspend or cancel any Project or Brief, or any part of a Project, including any plans, schedules or work in progress at any time, regardless of whether a Variation has been requested. Any request shall be made by an Authorised Client Approver in writing. The Agency will take all reasonable steps to comply with any such request., the Client will pay the Agency all Charges reasonably and properly incurred by the Agency (including charges imposed by Media Owners or third party vendors from the cancellation) during the Project Notice Period, provided that the Agency uses all reasonable endeavours to mitigate any charges or expenses..

22.3 The Client may terminate this Call-Off Contract or a Project by written notice to the Agency with immediate effect if the Agency:

22.3.1 commits a material Default which cannot be remedied;

22.3.2 repeatedly breaches any of the terms and conditions of this Call-Off Contract in such a manner as to indicate that it does not have the intention or ability to adhere to the terms and conditions;

22.3.3 commits a Default, including a material Default, which in the opinion of the Client is remediable but has not remedied such Default to the satisfaction of the Client within 30 days of receiving notice specifying the Default and requiring it to be remedied or in accordance with the Rectification Plan Process;

22.3.4 breaches any of the provisions of Clauses Adverse public perception could have a detrimental impact on the Client's desired outcomes for the Project. To minimise

this risk, the Agency must not, without the Client's written consent, provide services to a third party during the Term of this Call-Off Contract where the provision of such services (in the reasonable opinion of the Client): (Agency: Other Appointments), **APPROVALS AND AUTHORITY** (Approvals and Authority), **CONFIDENTIALITY, TRANSPARENCY AND FREEDOM OF INFORMATION** (Confidentiality, Transparency and Freedom of Information), and **PREVENTION OF FRAUD AND BRIBERY** (Prevention of Fraud and Bribery);

22.3.5 is subject to an Insolvency Event;

22.3.6 fails to comply with legal obligations; or

22.3.7 if at any time during the Term an Occasion of Tax Non-Compliance (as defined in the Framework Agreement) occurs and the Agency fails to comply with Clause 8.8 of the Framework Agreement. Such failure shall constitute a material Default.

22.4 The Agency must notify the Client as soon as practicable of any Change of Control or any potential Change of Control.

22.5 The Client may terminate this Call-Off Contract with immediate effect by written notice to the Agency within 6 months of:

22.5.1 being notified in writing that a Change of Control is anticipated or in contemplation or has occurred; or

22.5.2 where no notification has been made, the date that the Client becomes aware that a Change of Control is anticipated or is in contemplation or has occurred,

but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.

22.6 The Client may terminate this Call-Off Contract or a Project by giving the Agency at least 14 days' notice if:

22.6.1 the Framework Agreement is terminated for any reason;

22.6.2 the Parties fail to agree a Variation under Clause **VARIATIONS AND CANCELLATIONS**; or

22.6.3 the Agency fails to implement an agreed Variation. **Agency**

Rights to Terminate

22.7 The Agency may terminate a Project and any Brief in respect of that Project by written notice to the Client if:

22.7.1 the Client has not paid any undisputed amounts falling due under that Project; and

22.7.2 the undisputed sum due remains outstanding for 40 Working Days after the Client has received a written notice of non-payment from the Agency specifying:

(a) the Client's failure to pay;

(b) the correct overdue and undisputed sum;

(c) the reasons why the undisputed sum is due; and

(d) the requirement on the Client to remedy the failure to pay.

This right of termination does not apply where the failure to pay is due to the Client exercising its rights under this Call-Off Contract (including the right to set off under Clause **RETENTION AND SET OFF**).

23 CONSEQUENCES OF TERMINATION

23.1 Termination of a Project (and any Brief in respect of that Project) in accordance with the terms of this Call-Off Contract by either Party shall not serve to terminate this Call-Off Contract, which will continue in full force and effect.

23.2 If this Call-Off Contract is terminated, all ongoing and outstanding Projects (and any Briefs in respect of those Projects) will also terminate on the same date as this Call-Off Contract unless otherwise mutually agreed in writing.

23.3 Upon termination of this Call-Off Contract or a Project for any reason:

23.3.1 the Expiry Date or New Expiry Date shall be the date this Call-Off Contract terminates;

23.3.2 the Client will pay the Agency all Charges falling properly due and payable to the Agency prior to the date of termination (in accordance with Clause In the event of any cancellation under Clause Subject to Clauses In the event of any cancellation under Clause Subject to Clauses In the event of any cancellation under Clause 8.8, the Client will pay the Agency all Charges reasonably and properly incurred by the Agency (including charges imposed by Media Owners or third party vendors from the cancellation) during the Project Notice Period, provided that the Agency uses all reasonable endeavours to mitigate any charges or expenses. and The Client may, by giving not less than 3 months' written notice to the Agency, terminate this CallOff Contract without cause. the Client can ask the Agency to suspend or cancel any Project or Brief, or any part of a Project, including any plans, schedules or work in progress at any time, regardless of whether a Variation has been requested. Any request shall be made by an Authorised Client Approver in writing. The Agency will take all reasonable steps to comply with any such request., the Client will pay the Agency all Charges reasonably and properly incurred by the Agency (including charges imposed by Media Owners or third party vendors from the cancellation) during the Project Notice Period, provided that the Agency uses all reasonable endeavours to mitigate any charges or expenses. and The Client may, by giving not less than 3 months' written notice to the Agency, terminate this Call-Off Contract without cause. the Client can ask the Agency to suspend or cancel any Project or Brief, or any part of a Project, including any plans, schedules or work in progress at any time, regardless of whether a Variation has been requested. Any request shall be made by an Authorised Client Approver in writing. The Agency will take all reasonable steps to comply with any such request., the Client will pay the Agency all Charges reasonably and properly incurred by the Agency (including charges imposed by Media Owners or third party vendors from the cancellation) during the Project Notice Period, provided that the Agency uses all reasonable endeavours to mitigate any charges or expenses. and The Client may, by giving not less than 3 months' written notice to the Agency, terminate this Call-Off Contract without cause. the Client can ask the Agency to suspend or cancel any Project or Brief, or any part of a Project, including any plans, schedules or work in progress at any time, regardless of whether a Variation has been requested. Any request shall be made by an Authorised Client Approver in writing. The Agency will take all reasonable steps to comply with any such request., the Client will pay the Agency all Charges reasonably and properly incurred by the Agency (including charges imposed by Media Owners or third party vendors from the cancellation)

during the Project Notice Period, provided that the Agency uses all reasonable endeavours to mitigate any charges or expenses. or otherwise where relevant);

23.3.3 each Party will, following a reasonable request by the other Party, promptly deliver or dispose of any and all materials and property belonging or relating to the other Party (including all Confidential Information) and all copies of the same, which are then in its possession, custody or control and which relate to all affected Projects. On the request of the other Party, each will certify in writing that the same has been done; and

23.3.4 the Agency and its staff will vacate any premises of the Client occupied for any purpose of providing the Services.

23.4 Any provisions of this Call-Off Contract which are to continue after termination will remain in full force and effect after this Call-Off Contract is terminated. Such provisions may include (but are not limited to):

23.4.1 Clause **CONFIDENTIALITY, TRANSPARENCY AND FREEDOM OF INFORMATION** (Confidentiality);

23.4.2 Clause **AGENCY WARRANTIES** (Agency warranties);

23.4.3 Clause **CLIENT WARRANTIES** (Client warranties);

23.4.4 Clause **LIABILITY** (Liability);

23.4.5 Clause **INSURANCE** (Insurance);

23.4.6 Clause **INTELLECTUAL PROPERTY RIGHTS** (Intellectual Property Rights);

23.4.7 Clause **AUDIT** (Audit);

23.4.8 Clause **CONSEQUENCES OF TERMINATION** (Consequences of Termination);

23.4.9 Clause **NOTICES** (Notices);

23.4.10 Clause **STAFF TRANSFER** (Staff Transfer);

24 Clause **EQUALITY, DIVERSITY AND HUMAN RIGHTS**

24.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

24.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and

24.1.2 any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law.

24.2 The Supplier must take all necessary steps and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

25 ENVIRONMENT

- 25.1 When working on Site the Agency must perform its obligations under the Client's current Environmental Policy, which the Client must provide.
- 25.2 The Agency must ensure that Agency Staff are aware of the Buyer's Environmental Policy.
- 26 (General); and
- 26.1.1 Clause **GOVERNING LAW AND JURISDICTION** (Governing law and jurisdiction).

27 FORCE MAJEURE

- 27.1 Neither Party will have any liability under or be in breach of this Call-Off Contract for any delays or failures in performance which result from circumstances beyond the reasonable control of the Party seeking to claim relief (a "**Force Majeure Event**" and the "**Affected Party**").
- 27.2 Following a Force Majeure Event, the Affected Party must promptly notify the other Party in writing, both when the event causes a delay or failure in performance, and when the event has ended. If a Force Majeure Event continues for 60 consecutive Working Days, the Party not affected by the Force Majeure Event can suspend or terminate this Call-Off Contract. They must do so in writing, and state the date from which the suspension or termination will come into effect.
- 27.3 If a Force Majeure Event occurs, the Parties will use all reasonable endeavours to prevent and mitigate the impact, and continue to perform their obligations under this Call-Off Contract as far as is possible. Where the Agency is the Affected Party, it will take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.

28 NOTICES

- 28.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.
- 28.2 The address and email address of each Party will be:
- Agency:
OMD Group Limited trading as Manning Gottlieb OMD, a trading division of OMD Group Ltd
- Address: Bankside 3, 90 – 100 Southwark Street, London, SE1 0SW
- For the attention of: [REDACTED]
- Email: [REDACTED]
- 28.2.1 Client: Secretary of State for Health and Social Care whose registered office is at
Department of Health and Social Care, 39 Victoria Street, London, SW0EU
- 28.3 For the purpose of this Clause and calculating receipt all references to time are to local time in the place of receipt.

29 STAFF TRANSFER

- 29.1 The Parties agree that if providing the Services means staff must be transferred from the Client to the Agency, where the commencement of the provision of the Services or any part of the Services results in one or more Relevant Transfers, Framework Agreement Schedule 11 (Staff Transfer) will apply.

29.2 Where providing the Services does not result in a Relevant Transfer, Part C of Framework Agreement Schedule 11 (Staff Transfer)) will apply and Parts A and B of Framework Agreement Schedule 11 (Staff Transfer) shall not apply.

29.3 Part D of Framework Agreement Schedule 11 (Staff Transfer) will apply on the expiry or termination of the Services or any part of the Services.

30 THIRD PARTY RIGHTS

30.1 Except for CCS and the persons that the provisions of this Call-Off Contract confer benefits on, no third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

31 DATA PROTECTION, SECURITY AND PUBLICITY

31.1 In addition to its general security obligations under this Call-Off Contract, the Agency shall comply with any security requirements specifically set out in the Brief.

DATA PROTECTION

31.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Agency is the Processor. The only Processing that the Agency is authorised to do is listed in Schedule 14 by the Client and may not be determined by the Agency.

31.3 The Agency shall notify the Client immediately if it considers that any of the Client's instructions infringe the Data Protection Legislation.

31.4 The Agency shall provide all reasonable assistance to the Client in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Client, include:

31.4.1 a systematic description of the envisaged Processing operations and the purpose of the Processing;

31.4.2 an assessment of the necessity and proportionality of the Processing operations in relation to the Services;

31.4.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

31.4.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

31.5 The Agency shall, in relation to any Personal Data Processed in connection with its obligations under this Call-Off Contract:

31.5.1 Process that Personal Data only in accordance with Schedule 14 of the Framework Agreement and / or the Briefs, less the Agency is required to do otherwise by Law. If it is so required the Agency shall promptly notify the Client before Processing the Personal Data unless prohibited by Law;

31.5.2 ensure that it has in place Protective Measures, which have been reviewed and approved by the Client as appropriate to protect against a Data Loss Event having taken account of the:

(a) nature of the data to be protected;

(b) harm that might result from a Data Loss Event;

- (c) state of technological development; and
 - (d) cost of implementing any measures;
- 31.5.3 ensure that:
- (a) the Agency Staff do not Process Personal Data except in accordance with this Call-Off Contract (and Schedule 14 of the Framework Agreement and / or the Briefs);
 - (b) it takes all reasonable steps to ensure the reliability and integrity of any Agency Staff who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Agency's duties under this Clause;
 - (ii) are subject to appropriate confidentiality undertakings with the Agency or any Sub-processor;
 - (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Client or as otherwise permitted by this Call-Off Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data;
 - (c) not transfer Personal Data outside of the EU unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
 - (i) the Client or the Agency has provided appropriate safeguards under GDPR Article 46 (as determined by the Client) in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Agency complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Agency complies with any reasonable instructions notified to it in advance by CCS and/or the Client with respect to the Processing of the Personal Data;
 - (d) the Data Subject has enforceable rights and effective legal remedies;
 - (e) the Data Subject has enforceable rights and effective legal remedies;
 - (f) the Agency complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
 - (g) the Agency complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
 - (h) and the Agency complies with any reasonable instructions notified to it in advance by CCS and/or the Client with respect to the Processing of the Personal Data;
- 31.5.4 at the written direction of the Client, delete or return Personal Data (and any copies of it) to the Client on termination of this Call-Off Contract unless the Agency is required by Law to retain the Personal Data.

31.6 Subject to Clause The Agency's obligation to notify under Clause Subject to Clause The Agency's obligation to notify under Clause Subject to Clause The Agency's obligation to notify under Clause 28.6 shall include the provision of further information to the Client in phases, as details become available., the Agency shall notify the Client immediately if it: shall include the provision of further information to the Client in phases, as details become available., the Agency shall notify the Client immediately if it: shall include the provision of further information to the Client in phases, as details become available., the Agency shall notify the Client immediately if it:

- 31.6.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
- 31.6.2 receives a request to rectify, block or erase any Personal Data;
- 31.6.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- 31.6.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this CallOff Contract;
- 31.6.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- 31.6.6 becomes aware of a Data Loss Event.

31.7 The Agency's obligation to notify under Clause Subject to Clause The Agency's obligation to notify under Clause Subject to Clause The Agency's obligation to notify under Clause Subject to Clause The Agency's obligation to notify under Clause 28.6 shall include the provision of further information to the Client in phases, as details become available., the Agency shall notify the Client immediately if it: shall include the provision of further information to the Client in phases, as details become available., the Agency shall notify the Client immediately if it: shall include the provision of further information to the Client in phases, as details become available., the Agency shall notify the Client immediately if it: shall include the provision of further information to the Client in phases, as details become available., the Agency shall notify the Client immediately if it: shall include the provision of further information to the Client in phases, as details become available.

31.8 Taking into account the nature of the Processing, the Agency shall provide the Client with full assistance in relation to either party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause Subject to Clause The Agency's obligation to notify under Clause Subject to Clause The Agency's obligation to notify under Clause Subject to Clause The Agency's obligation to notify under Clause 28.6 shall include the provision of further information to the Client in phases, as details become available., the Agency shall notify the Client immediately if it: shall include the provision of further information to the Client in phases, as details become available., the Agency shall notify the Client immediately if it: shall include the provision of further information to the Client in phases, as details become available., the Agency shall notify the Client immediately if it: shall include the provision of further information to the Client in phases, as details become available., the Agency shall notify the Client immediately if it: (and insofar as possible within the timescales reasonably required by the Client) including by promptly providing:

- 31.8.1 the Client with full details and copies of the complaint, communication or request;
- 31.8.2 such assistance as is reasonably requested by the Client to enable the Client to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- 31.8.3 the Client, at its request, with any Personal Data it holds in relation to a Data Subject;
- 31.8.4 assistance as requested by the Client following any Data Loss Event; and

- 31.8.5 assistance as requested by the Client with respect to any request from the Information Commissioner's Office, or any consultation by the Client with the Information Commissioner's Office.
- 31.9 The Agency shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Agency employs fewer than 250 staff, unless:
 - 31.9.1 the Client determines that the Processing is not occasional;
 - 31.9.2 the Client determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - 31.9.3 the Client determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 31.10 The Agency shall allow for audits of its Data Processing activity by the Client or the Client's designated auditor.
- 31.11 The Agency shall designate a data protection officer if required by Data Protection Legislation.
- 31.12 Before allowing any Sub-processor to Process any Personal Data related to this Call-Off Contract, the Agency must:
 - 31.12.1 notify the Client in writing of the intended Sub-processor and Processing;
 - 31.12.2 obtain the written consent of the Client;
 - 31.12.3 enter into a written agreement with the Sub-processor which gives effect to the terms set out in Clauses The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Agency is the Processor. The only Processing that the Agency is authorised to do is listed in Schedule 14 by the Client and may not be determined by the Agency. to Before allowing any Subprocessor to Process any Personal Data related to this Call-Off Contract, the Agency must: such that they apply to the Sub-processor; and
 - 31.12.4 provide the Client with such information regarding the Sub-processor as the Client may reasonably require.
- 31.13 The Agency shall remain fully liable for all acts or omissions of any Sub-processor.
- 31.14 The Client may, at any time on not less than 30 Working Days' notice, revise this Clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Call-Off Contract).
- 31.15 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Client may on not less than 30 Working Days' notice to the Agency amend this Call-Off Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 31.16 The Agency will use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor (unless otherwise agreed in writing between the Parties) to check for, contain the spread of, and minimise the impact of Malicious Software (or as otherwise agreed between the Parties).

- 31.17 Notwithstanding Clause The Agency will use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor (unless otherwise agreed in writing between the Parties) to check for, contain the spread of, and minimise the impact of Malicious Software (or as otherwise agreed between the Parties), if Malicious Software is found, the Parties will co-operate to reduce its impact. If Malicious Software causes loss of operational efficiency or loss or corruption of Client Data, the Parties will assist each other to mitigate any losses and to restore the provision of the Services. **Client Data**
- 31.18 The Agency will not store, copy, disclose, or use the Client Data except as necessary to perform its obligations under this Call-Off Contract or as otherwise Approved by the Client.
- 31.19 If any Client Data is held and/or Processed by the Agency, the Agency must supply that Client Data to the Client, at the time and in the format the Client requests.
- 31.20 The Agency is responsible for preserving the integrity of any Client Data it holds or Processes, and preventing its corruption or loss. On termination or expiry of this Call-Off Contract the Agency shall supply the Client Data to the Client in such format as the Client requires.
- 31.21 The Agency will perform secure back-ups of all Client Data and ensure that such back-ups are available to the Client (or to such other person as the Client may direct) on request.
- 31.22 The Agency will ensure that any system it uses to holds any Client Data, including back-up data, is secure. This system must comply with any security requirements and any government security requirement policy relating to this Client Data, duly notified in writing to the Agency.
- 31.23 If any time the Agency suspects or has any reason to believe that the Client Data is corrupted, lost or sufficiently degraded in any way, then the Agency must notify the Client immediately. This notification must contain information detailing the remedial action the Agency proposes to take.

Publicity and Branding

- 31.24 The Agency may not make any press announcements or publicise this Call-Off Contract or use the Client's name or brand in any promotion or marketing or announcement of orders without Approval from the Client.

32 RETENTION AND SET OFF

- 32.1 If the Agency owes the Client any money, the Client may retain or set off this money against any amount owed to the Agency under this Call-Off Contract or any other agreement between the Agency and the Client. In order to exercise this right, the Client will, within 30 days of receipt of the relevant invoice, notify the Agency of its reasons for retaining or setting off the relevant Charges.
- 32.2 The Agency will make any payments due to the Client without any deduction. Deductions, whether by way of set-off, counterclaim, discount, abatement or otherwise, are not permitted unless the Agency has obtained a sealed court order requiring an amount equal to such deduction to be paid by the Client.

33 INCOME TAX AND NATIONAL INSURANCE CONTRIBUTIONS

33.1 The Agency must not breach any applicable tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Client cannot terminate a Contract where the Agency has not paid a minor Tax or social security contribution.

33.2 Where the Charges payable under a Contract with the Client are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax NonCompliance occurs, the Agency must notify CCS and the Client of it within 5 Working Days including:

33.2.1 the steps that the Agency is taking to address the Occasion of Tax NonCompliance and any mitigating factors that it considers relevant; and

33.2.2 other information relating to the Occasion of Tax Non-Compliance that CCS and the Client may reasonably need.

33.3 Where the Agency or any Agency Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Agency must both:

33.3.1 comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and

33.3.2 indemnify the Client against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Agency or any of the Agency Staff.

33.4 If any of the Agency Staff are Workers who receive payment relating to the Deliverables, then the Agency must ensure that its contract with the Worker contains the following requirements:

33.4.1 the Client may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause Where the Agency or any Agency Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Agency must both: or why those requirements do not apply, the Client can specify the information the Worker must provide and the deadline for responding;

33.4.2 the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;

33.4.3 the Worker's contract may be terminated at the Client's request if the Worker provides information which the Client considers is not good enough to demonstrate how it complies with Clause Where the Agency or any Agency Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Agency must both: or confirms that the Worker is not complying with those requirements; and

33.4.4 the Client may supply any information they receive from the Worker to HMRC for revenue collection and management.

34 PREVENTION OF FRAUD AND BRIBERY

34.1 The Agency must not during any Term:

- 34.1.1 commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
- 34.1.2 do or allow anything to be done which would cause the Client or any of the Client's employees, consultants, contractors, sub-contractors or agents to breach any of the Relevant Requirements or incur any liability under them.
- 34.2 The Agency shall during the Term:
 - 34.2.1 create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
 - 34.2.2 keep full records to show it has complied with its obligations under **PREVENTION OF FRAUD AND BRIBERY** and give copies to the Client on request;
 - 34.2.3 if so required by the Client, within 20 Working Days of the Effective Date, and then annually, certify in writing to the Client that the Agency has complied with Clause **PREVENTION OF FRAUD AND BRIBERY**, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.
- 34.3 The Agency must immediately notify the Client if it becomes aware of any breach of Clause **PREVENTION OF FRAUD AND BRIBERY**, or has any reason to think that it has or any of the Agency Staff have:
 - 34.3.1 been investigated or prosecuted for an alleged Prohibited Act;
 - 34.3.2 been debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act;
 - 34.3.3 received a request or demand for any undue financial or other advantage of any kind in connection with this Call-Off Contract; or
 - 34.3.4 suspected that any person or Party directly or indirectly connected with this CallOff Contract has committed or attempted to commit a Prohibited Act.
- 34.4 If the Agency makes a notification to the Client under to Clause The Agency must immediately notify the Client if it becomes aware of any breach of Clause **PREVENTION OF FRAUD AND BRIBERY**, or has any reason to think that it has or any of the Agency Staff have:, the Agency must respond promptly to the further enquiries, co-operate with any investigation, and allow the Client to audit any books, records and/or any other relevant documentation,
- 34.5 Any notice served by the Agency under Clause The Agency must immediately notify the Client if it becomes aware of any breach of Clause **PREVENTION OF FRAUD AND BRIBERY**, or has any reason to think that it has or any of the Agency Staff have: must specify the:
 - 34.5.1 Prohibited Act;
 - 34.5.2 identity of the Party who the Agency believes has committed the Prohibited Act; and
 - 34.5.3 action that the Agency has decided to take.

35 EQUALITY, DIVERSITY AND HUMAN RIGHTS

- 35.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

- 35.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
 - 35.1.2 any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law.
- 35.2 The Supplier must take all necessary steps and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

36 ENVIRONMENT

- 36.1 When working on Site the Agency must perform its obligations under the Client's current Environmental Policy, which the Client must provide.
- 36.2 The Agency must ensure that Agency Staff are aware of the Buyer's Environmental Policy.

37 COMPLIANCE

- 37.1 The Agency must use reasonable endeavours to comply with the provisions of Framework Schedule 16 (Corporate Social Responsibility).
- 37.2 To the extent that it arises as a result of a Default by the Agency, the Agency indemnifies the Client against any fine or penalty incurred by the Client pursuant to Law and any costs incurred by the Client in defending any proceedings which result in such fine or penalty.
- 37.3 The Agency must appoint a Compliance Officer who must be responsible for ensuring that the Agency complies with:
- 37.3.1 Law;
 - 37.3.2 Clause comply with all Law;;
 - 37.3.3 Clause **INCOME TAX AND NATIONAL INSURANCE CONTRIBUTIONS** (Income Tax and National Insurance Contributions);
 - 37.3.4 Clause **PREVENTION OF FRAUD AND BRIBERY** (Prevention of Fraud and Bribery);
 - 37.3.5 Clause **EQUALITY, DIVERSITY AND HUMAN RIGHTS** (Equality, diversity and human rights); and
 - 37.3.6 Clause **ENVIRONMENT** (Environment);
- 37.4 As soon as it is aware of it, the Agency must report to the Client any actually or suspected breach of any Law or clause referred to in Clause The Agency must appoint a Compliance Officer who must be responsible for ensuring that the Agency complies with: to the Client.
- 37.5 The Agency must not retaliate against any of its personnel or staff who in good faith report a breach listed in Clause The Agency must appoint a Compliance Officer who must be responsible for ensuring that the Agency complies with: to the Client.

38 GENERAL

- 38.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under this Call-Off Contract, and that this Call-Off Contract is executed by its duly authorised representative.
- 38.2 This Call-Off Contract contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into this Call-Off Contract on the basis of any representation that is not expressly incorporated into this Call-Off Contract.
- 38.3 Nothing in this Clause excludes liability for fraud or fraudulent misrepresentation.
- 38.4 A partial or full waiver or relaxation of the terms of this Call-Off Contract is only valid if it is stated to be a waiver in writing to the other Party.
- 38.5 No Contract creates a partnership, joint venture or employment relationship. The Agency must represent themselves accordingly and ensure others do so.
- 38.6 Unless expressly stated in this Call-Off Contract, all remedies available to either Party for breach of this Call-Off Contract are cumulative and may be exercised concurrently or separately. The exercise of one remedy does not mean it has been selected to the exclusion of other remedies.
- 38.7 If any provision of this Call-Off Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed as much as required and rendered ineffective as far as possible without affecting the rest of the Call-Off Contract, whether it is valid or enforceable.

39 DISPUTE RESOLUTION

- 39.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.
- 39.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clause Unless the Client refers the Dispute to arbitration using Clause The Agency agrees that the Client has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English., the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to: to The Client has the right to refer a Dispute to arbitration even if the Agency has started or has attempted to start court proceedings under Clause Unless the Client refers the Dispute to arbitration using Clause The Agency agrees that the Client has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English., the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:; unless the Client has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause The Agency agrees that the Client has the exclusive right to refer any

Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English..

39.3 Unless the Client refers the Dispute to arbitration using Clause The Agency agrees that the Client has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English., the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

39.3.1 determine the Dispute;

39.3.2 grant interim remedies; and/or

39.3.3 grant any other provisional or protective relief.

39.4 The Agency agrees that the Client has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

39.5 The Client has the right to refer a Dispute to arbitration even if the Agency has started or has attempted to start court proceedings under Clause Unless the Client refers the Dispute to arbitration using Clause The Agency agrees that the Client has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English., the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:, unless the Client has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause The Agency agrees that the Client has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the

time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English..

39.6 The Agency cannot suspend the performance of a Contract during any Dispute.

40 GOVERNING LAW AND JURISDICTION

40.1 This Call-Off Contract will be governed by the laws of England and Wales.

40.2 Each Party submits to the exclusive jurisdiction of the courts of England and Wales and agrees that all Disputes shall be conducted within England and Wales.

Definitions and Interpretation

1 INTERPRETATION

1.1 In this Call-Off Contract, any references to numbered Clauses and schedules refer to those within this Call-Off Contract unless specifically stated otherwise. If there is any conflict between this Call-Off Contract, the Letter of Appointment, the provisions of the Framework Agreement and the Brief(s), the conflict shall be resolved in accordance with the following order of precedence:

- 1.1.1 the Framework Agreement;
- 1.1.2 the Letter of Appointment (except the Agency Proposal) ;
- 1.1.3 the Call-Off Terms;
- 1.1.4 the Brief; and
- 1.1.5 the Agency Proposal.

The definitions and interpretations used in this Call-Off Contract are set out in this

.

1.2 Definitions which are relevant and used only within a particular Clause or Schedule are defined in that Clause or Schedule.

1.3 Unless the context otherwise requires:

- 1.3.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- 1.3.2 words importing the masculine include the feminine and the neuter and vice versa;
- 1.3.3 the words 'include', 'includes' 'including' 'for example' and 'in particular' and words of similar effect will not limit the general effect of the words which precede them;
- 1.3.4 references to any person will include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind;
- 1.3.5 references to any statute, regulation or other similar instrument mean a reference to the statute, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or reenacted;
- 1.3.6 headings are included in this Call-Off Contract for ease of reference only and will not affect the interpretation or construction of this Call-Off Contract; and

if a capitalised expression does not have an interpretation in Call-Off

(Definitions) or relevant Call-Off Schedule, it shall have the meaning given to it in the Framework Agreement. If no meaning is given to it in the Framework Agreement, it shall be interpreted in accordance with the relevant market sector/industry. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

1.4 In this Call-Off Contract, the following terms have the following meanings:

Advertising Regulations	A present or future applicable code of practice or adjudication of the Committee of Advertising Practice, Broadcast Committee of Advertising Practice or the Advertising Standards Authority (including any applicable modification, extension or replacement thereof), together with other UK laws, statutes and regulations which are directly applicable to the Services.
Agency Affiliate	Any member of the Agency Group which is not the Agency and which performs Services to the Client under this Call-Off-Contract.
Agency Confidential Information	Any information that the Agency gives to CCS or to Clients that is designated as being confidential, or which ought reasonably be considered to be confidential (whether or not it is marked "confidential"). This may include information, however it is conveyed, that relates to the Agency's business, affairs, developments, trade secrets, Know-How, personnel and suppliers including all IPRs.
Agency Group	The Agency and any other company which from time to time directly or indirectly Controls, or is Controlled by, the Agency, or is under the same direct or indirect common Control as the Agency, including: - any affiliated or associated companies of the Agency including any companies with which the Agency has a joint venture; - any trading arm used by the Agency; - any buying club of which the Agency is a member (whether directly or indirectly); and - any Sub-contractor of the Agency or any other entity providing services directly or indirectly to the Agency, where such company is directly and/or indirectly in receipt of: - all or part of any sums paid or payable by CCS and/or any Client; and/or - goods, services or other benefits in kind including AVBs obtained or accrued in lieu of any sums paid or payable or due to be so; and/or - any other equivalent benefit, each as arising in connection with this Call-Off Contract. This does not include Media Owners.
Agency Materials	Those Materials specifically created by any officers, employees, sub-contractors or freelancers of the Agency for the purposes of a Project, including any Materials adapted, modified or derived from the Client Materials, but excluding Agency Proprietary Materials and Third Party Materials.
Agency Proposal	The Agency's solution in response to the Client's Brief, as set out in the Letter of Appointment.
Agency Proprietary Materials	Software (including all programming code in object and source code form), methodology, know-how and processes and Materials in

	relation to which the Intellectual Property Rights are owned by (or licensed to) the Agency and which: - were in existence prior to the date on which it is intended to use them for a Project, or - are created by or for the Agency outside of a Project and which are intended to be reused across its business.
Agency Staff	All persons employed by the Agency, together with the Agency's agents, suppliers, consultants and Sub-Contractors (and all persons employed by any Sub-Contractor together with the SubContractor's servants, consultants, agents and suppliers) used in the performance of the Agency's obligations under this Call-Off Contract.
Agency Volume Bonus or AVB	Any rebate, volume discount or compensation from a Media Owner and/or ad tech supplier for the purchasing of a specified volume of media or from any other media buys, including any and all third party payments; volume or other discounts; commissions; compensation, refunds or bonuses; bonus inventory, free or discounted media, sponsorship or promotional space; barter deals; Services not provided at true market value; service fees arising under service level agreements where no services are actually provided or any other source of financial or other benefit receivable from third parties, (including Media Owners) by the Agency or Agency Group which are either directly or indirectly related to: (a) Media Placements; and/or (b) the aggregate traded volume across all clients of Agency or Agency Group with the relevant third party and/or Media Owner, regardless as to whether these amounts are calculated as a function of media volume or given as a fixed amount; in each case as measured against the prevailing full, undiscounted market rate for the relevant Media Placements or provision of inventory, media, space or other goods or services. For the avoidance of doubt, this definition includes all Client AVBs and Direct AVBs.
Applicable Lot(s)	The Lots stated to apply to a Call-Off Contract under the relevant Letter of Appointment.
Approval	Formal Approval from one Party to another, given in accordance with Clause For the purposes of this Call-Off Contract, any reference to Client Approval means written approval in one of the following ways: or Any reference to Agency Approval means written approval in one of the following ways:.
Associates	A Party's employees, officers, agents, sub-contractors or authorised representatives.
Authorised Agency Approver	Any personnel of the Agency who have the authority to contractually bind the Agency in all matters relating to this Call-Off Contract. They must be named in the applicable Brief, and the Client must be notified if they change.

Authorised Client Approver	Any personnel of the Client who have the authority to contractually bind the Client in all matters relating to this Call-Off Contract. They
	must be named in the applicable Brief, and the Agency must be notified if they change.
Brief	One or more documents describing the relevant Project(s) as agreed and signed by the parties. Typically comprises both the Client Brief and the Agency's Proposal (whether agreed as part of a further competition or during the Term of this Call-Off Contract), together with any specific scopes and specifications set out in the Framework Agreement.
Call-Off Contract	This contract between the Client and the Agency (entered into under the provisions of the Framework Agreement), which consists of the terms set out in the Letter of Appointment, the Call-Off Terms, the Schedules and any Brief.
Call-Off Terms	The terms and conditions set out in this Call-Off Contract including this Schedule 1 but not including any other Schedules or Brief.
Central Government Body	A body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: Government Department; Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); Non-Ministerial Department; or Executive Agency.
Change of Control	Change of Control has the same meaning as in section 416 of the Income and Corporation Taxes Act 1988.
Client Affiliates	Any organisation associated with the Client that will directly receive the benefit of the Services. Client Affiliates must be named in a Brief, or subsequently notified to the Agency.
Client AVBs	A pro-rated share of the total AVBs in a given year, calculated based on the proportion of expenditure of the Client's total Media Placements placed via the Agency or Agency Group with each Media Owner compared as against the total combined expenditure by the Agency or Agency Group with the relevant Media Owners or other third party.
Client Brief	The document containing the Client's requirements issued as part of the Call Off Process set out in Section 3 of the Framework Agreement.
Client Cause	A situation where the Client does not fulfil its obligations in connection with this Call-Off Contract (including its payment obligations), and as a consequence the Agency is prevented from performing any of the agreed Services.

Client Confidential Information	All Client Data and any information that the Client or CCS gives to Agencies that is designated as being confidential, or which ought to reasonably be considered to be confidential (whether or not it is marked "confidential"). This may include information, however conveyed, that is politically or security sensitive and/or relates to the Client's business, affairs, developments, trade secrets, Know-How, personnel and suppliers.
Client Data	Data, text, drawings, diagrams, images or sounds (together with any database made up of any of these), including any Client's Confidential Information, supplied to the Agency by or on behalf of

	the Client, or which the Agency is required to generate, process, store or transmit in connection this Call-Off Contract, and any Personal Data for which the Client is the Controller.
Client Materials	Any Client Data, client equipment, computer systems, software, documents, copy, Intellectual Property Rights, artwork, logos and any other materials or information owned by or licensed to the Client which are provided to the Agency or its Associates by or on behalf of the Client.
Commercially Sensitive Information	Information listed in Framework Schedule 7 which: a) relates to the Agency, its IPR or its business or information which the Agency has indicated to CCS that, if disclosed by CCS, would cause the Agency significant commercial disadvantage or material financial loss; and/or b) constitutes a trade secret.
Confidential Information	The Client Confidential Information and/or the Agency Confidential Information.
Charges	All charges payable by the Client for the Services provided under this Call-Off Contract calculated in accordance with Framework Schedule 3 (Charging Structure) and the Letter of Appointment including all Approved costs properly incurred by the Client including but not limited to all Expenses, disbursement, taxes, subcontractor or Third Party Costs, and Fees.
Contracting Body	CCS, the Client and any other bodies listed in the OJEU Notice.
Contract Year	A consecutive 12-month period during the Term commencing on the Effective Date or each anniversary thereof.
Control	Has the meaning set out in sections 1124 and 450 of the Corporation Tax Act 2010.
Controller	Has the same meaning as set out in the GDPR.
Data Loss Event	Any event that results, or may result, in unauthorised access to Personal Data held by the Agency under this Call-Off Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Call-Off Contract, including any Personal Data Breach.
Data Protection Impact Assessment	An assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Data Protection Legislation	• (i) The GDPR and any applicable national Laws as amended from time to time pertaining to data protection and privacy of communications; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; and (iii) all applicable Law about the Processing of Personal Data and privacy.
Data Protection Officer	Has the same meaning as set out in the GDPR.
Data Subject	Has the same meaning as set out in the GDPR.

Data Subject Access Request	A request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
Default	Any breach of the obligations of the Agency (including but not limited to failing to perform any Services by any date set out in the applicable Brief (or any other deadline agreed by the Parties in writing) and abandonment of this Call-Off Contract in breach of its terms) or any other default (including material Default), act, omission, negligence or statement of the Agency, of its SubContractors or any of its staff howsoever arising in connection with or in relation to the subject-matter of this Call-Off Contract and in respect of which the Agency is liable to the Client.
Direct AVBs	Any accrued AVBs that directly relate to Media Placements purchased by the Client. BSI
Dispute	Any dispute, difference or question of interpretation arising out of or in connection with this Call-Off Contract, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Variation procedure or any matter where this Call-Off Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure.
Dispute Resolution Procedure	The dispute resolution procedure set out in Clause DISPUTE RESOLUTION .
DPA 2018	Data Protection Act 2018
Effective Date	The date this Call-Off Contract starts, as set out in the Letter of Appointment.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced.
Environmental Information Regulations or EIRs	The Environmental Information Regulations 2004 together with any related guidance and/or codes of practice issued by the Information Commissioner or relevant Government department.
Expenses	Reasonable travelling, hotel, subsistence and other expenses incurred by the Agency in connection with the supply of Services and Deliverables, provided that such Expenses have either received the Client's prior Approval or are in accordance with any expenses policies which have been supplied to the Agency and set out in the agreed Brief.

Expiry Date	The date this Call-Off Contract ends, as set out in the Letter of Appointment.
Extension Expiry Date	The latest date this Call-Off Contract can end, as set out in the Letter of Appointment.
Fees	The Agency fees (including, where applicable, the commission and the incentive as set forth in paragraph 1.2 of Schedule 3 of the Framework Agreement) to be payable by the Client for the Services to be provided under this Call-Off-Contract calculated in a manner that is consistent with the Charging Structure as set out in Schedule 3 of the Framework Agreement (Charging Structure) and as may be

	amended by the Parties from time to time in accordance with the Framework Agreement or this Call-Off-Contract.
FOIA	The Freedom of Information Act 2000 as amended from time to time and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation.
Force Majeure Event	Means: - acts, events, omissions, happenings or non-happenings beyond the reasonable control of the affected Party; - riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; - fire, flood, any disaster and any failure or shortage of power or fuel; and - an industrial dispute affecting a third party for which a substitute third party is not reasonably available; but does not mean - any industrial dispute relating to the Agency, its staff, or any other failure in the Agency's (or a Sub-Contractor's) supply chain; - any event or occurrence which is attributable to the wilful act, neglect or failure to take reasonable precautions against the event or occurrence by the Party concerned; and - any failure of delay caused by a lack of funds.
Framework Agreement	The framework agreement between Crown Commercial Services and the Agency reference number: RM6123 referred to in the Letter of Appointment.
Framework Price(s)	The maximum charges the Agency may charge as set out in Schedule 3 to the Framework Agreement.
Further Competition Procedure	The process of a Client issuing a Brief and the Agency submitting a proposal in response to such Brief, as set out in Framework Clause 3.10.
GDPR	The United Kingdom General Data Protection Regulation

Good Industry Practice	Standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector.
Impact Assessment	The assessment to be carried out by a Party requesting a Variation in accordance with Clause If the Agency requests a Variation, the Client can ask the Agency to carry out an assessment of the effects of the proposed Variation (an Impact Assessment). The Impact Assessment must consider:.
Information	The same meaning given under section 84 of the Freedom of Information Act 2000 as amended from time to time.

Insolvency Event	Means, in respect of the Agency: a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986; or b) a winding-up resolution is considered or passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or h) where the Agency is an individual or partnership, any event analogous to these listed in this definition occurs in relation to that individual or partnership; or i) any event analogous to those listed in this definition occurs under the law of any other jurisdiction.
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Intellectual Property Rights or IPR	The following rights, wherever in the world enforceable, or such similar rights, which have equivalent effect, including all reversions and renewals and all applications for registration: • any patents or patent applications; • any trade marks (whether or not registered); • inventions, discoveries, utility models and improvements whether or not capable of protection by patent or registration; • copyright or design rights (whether registered or unregistered); • database rights; • performer's property rights as described in Part II of the Copyright Designs and Patents Act 1988 and any similar rights of performers anywhere in the world; • any goodwill in any trade or service name, trading style or get-up; and • any and all other intellectual or proprietary rights.
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Invitation to Tender	The invitation to tender for the Framework Agreement issued by CCS;
Key Individuals	Individuals named by the Agency in the Letter of Appointment or Brief as having a major responsibility for delivering the Services.
Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services but excluding know-how already in the Agency's or the Client's possession before the Effective Date.
Law	Any law, subordinate legislation, bye-law, enforceable right, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Agency has to comply.
Letter of Appointment	The Letter of Appointment, substantially in the form set out in Framework Schedule 4, signed by both Parties and dated on the Effective Date.
Lot(s)	The groups of services described in the Framework Agreement under the terms Lots 1, 2, 3 and or 5 which details where relevant to a Call-Off Contract are included in the Letter of Appointment.

Losses	Any losses, damages, liabilities, claims, demands, actions, penalties, fines, awards, costs and expenses (including reasonable legal and other professional expenses) to either Party subject to Clause Nothing in this Call-Off Contract will exclude or in any way limit either Party's liability for fraud, death or personal injury caused by its negligence. and Subject always to Clauses Nothing in this Call-Off Contract will exclude or in any way limit either Party's liability for fraud, death or personal injury caused by its negligence. and Subject to Clause Nothing in this Call-Off Contract will exclude or in any way limit either Party's liability for fraud, death or personal injury caused by its negligence. and except for any claims arising under Clause With respect to any Claim conducted by the Agency pursuant to Clause Subject to Clause With respect to any Claim conducted by the Agency pursuant to Clause Subject to Clause 19.12, on the giving of a notice by the Client, where it appears that the Client is or may be entitled to indemnification from the Agency in respect of all (but not part only) of the liability arising out of the Claim, the Agency shall (subject to providing the Client with a secured indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action) be entitled to dispute the Claim in the name of the Client at the Agency's own expense and take conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations relating to the Claim. If the Agency does elect to conduct the Claim, the Client shall give the Agency all reasonable cooperation, access and assistance for the purposes of such Claim, and the Client shall not make any admission which could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Agency. on the giving of a notice by the Client, where it appears that the Client is or may be entitled to indemnification from the Agency in respect of all (but not part only) of the liability arising out of the Claim, the Agency shall (subject to providing the Client with a secured indemnity to its reasonable satisfaction against all costs and expenses that it may
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	incur by reason of such action) be entitled to dispute the Claim in the name of the Client at the Agency's own expense and take conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations relating to the Claim. If the Agency does elect to conduct the Claim, the Client shall give the Agency all reasonable cooperation, access and assistance for the purposes of such Claim, and the Client shall not make any admission which could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Agency.; on the giving of a notice by the Client, where it appears that the Client is or may be entitled to indemnification from the Agency in respect of all (but not part only) of the liability arising out of the Claim, the Agency shall (subject to providing the Client with a secured indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action) be entitled to dispute the Claim in the name of the Client at the Agency's own expense and take conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations relating to the Claim. If the Agency does elect to conduct the Claim, the Client shall give the Agency all reasonable cooperation, access and assistance for the purposes of such Claim, and the Client shall not make any admission which could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Agency.; neither Party will be liable to the other in any situation for any.; the maximum amount the Agency can be liable for in respect of all Defaults shall in no event exceed:.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Materials	Any artwork, copy, models, designs, photographs, commercial, feature film, character, music, voice over, sound recording, performance, book, painting, logo, software, or any other material protected by Intellectual Property Rights.
Media Owner	Any third party with whom the Agency or Agency Group contracts or places an order either directly or indirectly for the purchase of Media Placements, including any member of the Media Owner Group.
Media Owner Group	Any other company which from time to time directly or indirectly Controls, or is Controlled by, the Media Owner, or is under the same direct or indirect common Control as the Media Owner, including: - any affiliated or associated companies of the Media Owner including any companies with which the Media Owner has a joint venture; - any trading arm used by the Media Owner; and - any sub-contractor or agency of the Media Owner or any other entity providing services directly or indirectly to the Media Owner.

Media Placement	The advertising, sponsorship or promotional space and/or time in a publication, broadcast stream, press insert, transmission, VOD,
	website or any other on or off-line platform which is purchased either directly or indirectly from third parties by the Agency or Agency Group in connection with the provision of Services and all clicks howsoever purchased.
Moral Rights	All rights described in Part I, Chapter IV of the Copyright Designs and Patents act 1988 and any similar rights of authors anywhere in the world.
New Expiry Date	Has the meaning given to it in Clause The revised date the Call-OffContract will end (the New Expiry Date) will be set out in the notice given under Clause The Client may extend this Call-Off Contract for any period up to the Extension Expiry Date by giving the Agency notice in writing before the Expiry Date. The minimum notice which must be given in order to amend the Expiry Date is specified in the Letter of Appointment. above.
Personal Data	Has the same meaning as set out in the GDPR.
Personal Data Breach	Has the same meaning as set out in the GDPR.
Processor	Has the same meaning as set out in the GDPR.
Process or Processing	Has the same meaning as set out in the GDPR. " Processed " shall be interpreted accordingly.
Prohibited Act	To directly or indirectly offer, promise or give any person working for or engaged by a Client or CCS a financial or other advantage to: a) induce that person to perform improperly a relevant function or activity; b) reward that person for improper performance of a relevant function or activity; c) directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement; or d) commit any offence: • under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or • under legislation or common law concerning fraudulent acts; or • defrauding, attempting to defraud or conspiring to defraud the Client; or • any activity, practice or conduct which would constitute one of the offences listed above if such activity, practice or conduct had been carried out in the UK.

Project	Any project(s) agreed between the Parties from time to time by which the Agency is to perform the Services which are the subject of this Call-Off Contract for the Client as more fully described in the applicable Brief;
Project Commencement Date	The date a Project will start, as set out in the relevant Brief.
Project Completion Date	The date by which a Project is to be completed, as set out in the relevant Brief.
Project Notice Period	The period of notice for cancellation of a Project as set out in the Brief.
Project Term	The period during which the Services for each Project will be provided as specified in the applicable Brief.
Protective Measures	Appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.
Purchase Order Number	The order number set out in the Letter of Appointment.
Rate Card	The Agency's rate card set out in Framework Schedule 3.
Records	The accounts and information maintained by the Agency related to the operation and delivery of this Call-Off Contract, including all expenditure which is reimbursable by the Client, as are necessary for the provision of management information and to enable the Client to conduct an audit as set out in Clause AUDIT .
Rectification Plan	The rectification plan pursuant to the Rectification Plan Process.
Rectification Plan Process	The process set out in Clauses If instructed to comply with the Rectification Plan Process by the Client under Clause If the Default described in Clause If at any time the Agency becomes aware that it may not be able to perform the Services by any date set out in the applicable Brief (or any other deadline agreed by the Parties in writing), this will constitute a Default and the Agency will promptly notify the Client of the Default and the reasons for the Default. above is, in the Client's opinion, capable of remedy, the Client may, up to 10 Working Days from being notified of the Default, instruct the Agency to comply with the Rectification Plan Process. above, the Agency will submit a draft Rectification Plan to the Client to review as soon as possible and in any event within 10 Working Days (or such other period as may be agreed between the Parties) from being instructed to do so. The Agency shall submit a draft Rectification Plan even if the Agency does not agree that the Default is capable of remedy. to If the Client agrees the draft Rectification Plan, or any revised draft Rectification Plan, the Agency shall immediately start work on the actions set out in the Rectification Plan..

Regulations	The Public Contracts Regulations 2015.
Relevant Requirements	All applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.
Relevant Transfer	A transfer of employment to which the Employment Regulations apply.
Request for Information	A request for information or an apparent request relating to this CallOff Contract or the provision of the Services or an apparent request for such information under the FOIA or the EIRs.
Schedule	Any Schedule attached to this Call-Off Contract.
Services	The Services to be supplied by the Agency under this Call-Off Contract and in accordance with Framework Section 2, as set out in the relevant Services Description.
Services Description	The description of the Services set out, as applicable, in the following documents: • the Brief; • the General Specification (as set out in Appendix B1 to this Call-Off Contract; • the Appendix or Appendices related to the Applicable Lot(s); • any other specifications or terms describing the Deliverables as agreed in the Letter of Appointment.
Special Terms	Any terms specifically designated as varying these Call-Off Terms or the terms of any schedule, as set out in the applicable Brief.
Standards	Any: • standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Agency would reasonably and ordinarily be expected to comply with; • standards detailed in the specification in Framework Section 2 (Services and Key Performance Indicators); • standards detailed by the Client in the Letter of Appointment and any Brief or agreed between the Parties from time to time; or • relevant Government codes of practice and guidance applicable from time to time.
Sub-Contract	A contract entered into between the Agency and a Sub-Contractor.

Sub-Contractor	Any person or agency appointed by the Agency to provide elements of the Services on behalf of the Agency to the Client. For avoidance of doubt, the term Subcontractor does not include (i) any Media Owners, nor (ii) any intermediaries and other suppliers engaged by the Agency to assist in the completion of or provide services incidental, ancillary or supplemental to the Services, including but not limited to suppliers providing data, equipment, software or facilities shall not be considered a Subcontractor.
Sub-processor	Any third party appointed to Process Personal Data on behalf of the Agency related to this Call-Off Contract.
Tender	The tender submitted by the Agency in response to the Invitation to Tender and set out at Framework Schedule 10 (Call Off Tender).
Term	The period from the Effective Date to the earlier of: • the Expiry Date or New Expiry Date; and • any date of termination.
Territory	The United Kingdom, unless specified otherwise in the applicable Brief. Publication and marketing on globally accessible mediums such as the internet shall not mean that the Territory is deemed to be worldwide.
Third Party Materials	Any Materials used in providing the Services which are either commissioned by the Agency from third parties or which have already been created by a third party and the Agency proposes to use. Excludes software which is owned or licensed by a third party.
Third Party Costs	all third party costs incurred by the Agency on behalf of CCS or the Client in performing the Services, including Net Media Value, subject to CCS or the Client approving all such costs in advance in writing, including the cost of Media Placements purchased on behalf of CCS or the Client and which appear in accordance with the relevant plan for media placement.
Transparency Principles	The principles set out at www.gov.uk/government/publications/transparency-of-suppliersand-government-to-the-public detailing the requirement for the proactive release of contract information under the Government's transparency commitment.
Variation	A change in this Call-Off Contract that is formally agreed by both Parties, as detailed in Clause Either Party may request a change to this Call-Off Contract, a Project or a Brief. Any requested change must not amount to a material change of this Call-Off Contract (within the meaning of the Regulations and the Law). A change, once implemented, is called a "Variation"..
Variation Form	The template form to process and record variations to this Call-Off Contract is set out at Schedule 3.
Worker	Any Agency Staff to whom the Client considers Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) applies, see https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees .
Working Day	Any day other than a Saturday, Sunday or public holiday in England and Wales.

ANNEX F – CHARGES

DHSC:OHID Media Buying Campaign 3.0 - Childhood Obesity 22

Total contract value: £3,400,000

FRAMEWORK SCHEDULE 3 – PART B:

MANAGEMENT CHARGES – ALL LOTS

1.1 Management Charges

1.1.1 The Management Charge is the amount payable by the Agency to CCS as set out in this Schedule 3, Part B (and following the process set out in Clause 6) comprising the CCS Management Charge and (where applicable) the GCS Management Charge.

1.1.2 The Management Charge shall apply as set out in 1.4: (i) for Lots 2, 4 and 5 to all Charges for the Services invoiced to Clients (net of VAT); and (ii) for Lots 1 and 3 to all Net Media Value; in each Month throughout the Term and thereafter until the expiry or earlier termination of all Call-Off Contracts entered into pursuant to this Framework Agreement.

1.2 The CCS Management Charge will apply in the following way:

Lots 1 and 3

1.2.1 Clients using Lot 1 and Lot 3 of this framework are required to pay a CCS Management charge of 1% of the Net Media Value. The charge is payable by the Client (through the Agency appointed to Lot 1).

1.2.2 The 1% management charge shall be collected by the Agency appointed under Lot 1 from the Client (in relation to both Lot 1 and Lot 3 Net Media Value) on behalf of CCS through the Agency applying this charge to the Framework Commission which is defined in Part C below and is applied to the Net Media Value for all Clients by the Agency appointed under Lot 1.

- 1.2.3 . The Agency appointed under Lot 1 and the Agency appointed under Lot 3 may come to alternative arrangements as to how the CCS Management Charge is to be issued to CCS. No such arrangement shall vary the value or obligation to pay the charge to CCS in any way. CCS must have full visibility of any alternative arrangements.

GCS Management Charge and Framework Commission

- 1.3 in addition to the CCS Management Charge, Government clients using this framework are required to pay a management charge of 1% of the net contract value excluding VAT and any separate agency costs, such as production, technical costs and verification. The charge is payable by the Client (through the Agency) as a set contribution from all Government communications expenditure through this framework that effectively funds the cross government profession, Government Communication Service (GCS). The 1% management charge shall be collected by the Agency on behalf of GCS through the Agency adding this charge to the net total of their charges for all Deliverables invoiced to such Clients.
- 1.4 The Agency appointed under Lot 1 will apply a Framework Commission (which is defined in Part C below) to all Net Media Value (in relation to both Lot 1 and Lot 3 Net Media Value). The Framework Commission is inclusive of the GCS Management Charge.
- 1.5 The Agency appointed under Lot 1 will collect the GCS Management Charge on behalf of the Agency appointed under Lot 3. The Agency appointed under Lot 1 and the Agency awarded under Lot 3 may come to alternative arrangements on how the GCS Management Charge is to be issued to CCS, no such arrangement shall vary the charge in anyway.
- 1.6 The GCS Management Charge is not payable by 'wider public sector' organisations nor does it apply under Lot 4. CCS must have full visibility of any alternative arrangements.

FRAMEWORK SCHEDULE 3 – PART C

CHARGING STRUCTURE – LOTS 1 AND 3

1 APPLICABLE CHARGES MECHANISM

- 1.1 The desired commercial approach for this service is full transparency from the Agency of the ongoing cost to provide the services and the Agency's profit markup. Where the cost of the services increase the expectation is that the Agency is suitably remunerated for that increase. The costs are considered to be accurate and fully auditable and where the agency is found to have misrepresented these amounts this will be considered a serious breach of contract.

- 1.2 The commercial model can be funded in one of two ways and is confirmed in the relevant Letter of Appointment (in the Charges section).

OPTION A Selected Option (Default)	A Framework Commission on Net Media Value. The Framework Commission to be charged shall be determined by the forecasted media spend for the year ahead in accordance with the appointed Agency's bid submission (details being to be set out in the relevant Letter of Appointment) ("Framework Commission"). The Framework Commission must be sufficient to cover the agency costs and profit markup for the year ahead and agreed in line with the annual review of the scope of work. The Agency will collect this amount plus a Contingency amount of 0.05%, the CCS Management Charge and (where applicable) the GCS Management Charge on an ongoing basis the amounts shall be tracked monthly and reconciled quarterly. The Agency will also submit costed FTE timesheet on a quarterly basis. Ordinarily this commission should only change on an annual basis. The commission will take into consideration any deficit from the previous year(s). The commission can take into consideration any surplus from the previous year(s), this is to be determined by CCS/GCS.
OPTION B	The total agency agreed upon cost and profit markup and a contingency amount can also be funded centrally by a central body or Client with a Call Off contract in place under the either Lot 1 or Lot 3 of the Framework Agreement. Any discount shall be applied in accordance with the appointed Agency's bid submission (Cell G13 of the Submission Overview in the Commercial Pricing Grid).

- 1.3 Whichever Option is chosen by CCS/GCS (in its sole discretion), the following additional provisions shall apply:

- 1.3.1 The Agency profit markup is expected to remain in line with the profit markup submitted by the Agency in its bid submission. CCS/GCS may increase the Agency's profit markup beyond that amount for what CCS/GCS determines to be outstanding delivery of added value benefits.

- 1.3.2 For Year 1 of the contract the entries in the Agency's pricing submission shall form the basis of either of the above models.
- 1.3.3 No other costs will be deemed chargeable and any additional cost must be disclosed and approved by CCS or GCS before they can be charged.
- 1.3.4 The Agency will collect the CCS Management Charge of 1% on net media.
- 1.3.5 The agency will collect the GCS Management Charge of 1% on Net Media Value which will only apply to Central Government clients using the Framework Agreement.
- 1.3.6 Both the CCS Management Charge and the GCS Management Charge are to be paid to CCS.
- 1.4 Unless otherwise approved by the Client, or set out in a Brief, all Third Party Costs shall be charged to the Client at net cost without any mark up.
- 1.5 Where a Brief is agreed in addition to an annual scope of work, notwithstanding any other provision of this Framework Agreement and/or a Call-Off Contract, the Client shall not be obliged to pay the Charges (Fees, Expenses and Third Party Costs) relating to that Brief and the Agency shall not be obliged to supply any Services for a Brief until each party has signed the applicable Brief or the scope of work has otherwise been agreed in writing. Where relevant, the Agency shall not be obliged to supply any Services for a Brief until the Client has supplied a valid purchase order number for those Services.
- 1.6 In consideration of the Agency providing the Services set out in an annual scope of work and any Brief, the Client shall pay the Agency the Charges which shall be payable in accordance with the Framework Agreement and/or the relevant Call-Off Contract.
- 1.7 The Charges (Fees, Expenses and Third Party Costs) will be invoiced in accordance with the payment terms set out in the applicable Brief and shall be payable in accordance with the relevant Call-Off Contract.
- 1.8 All sums stated in this Framework Agreement, a Call-Off Contract or in any Brief, quotation or estimate exclude VAT and any other applicable sales tax (unless otherwise stated) which shall also be payable by the Client at the rate prevailing from time to time where applicable. The Agency shall comply with all applicable HMRC and tax guidance and rules in respect of the payment or otherwise of VAT (or applicable sales taxes) by the Client.
- 1.9 The terms of remuneration set out in this Framework Agreement do not cover the performance of services which are outside of a Brief nor do they cover the performance of services outside the Territory. If any such services are required the terms relating to their provision together with the applicable charges will be agreed in writing by the parties. CCS shall be made aware of all such agreements
- 1.10 In the event that the Client fails to make any payment in full when due to the Agency under the relevant Call-Off Contract, then without prejudice to its other rights and remedies under or in connection with this Framework Agreement, any Call-Off Contract or otherwise in law, the Agency shall be entitled to charge the Client interest on such overdue sum at the rate of 2% above the base rate of HSBC in force from time to time calculated from the due date up to the date of payment, provided that:

- 1.10.1 such interest is claimed at the time of claiming any outstanding amount from the Client;
- 1.10.2 the Agency shall not be entitled to claim interest for late payment after the Client has settled any outstanding amounts due; and
- 1.10.3 the Agency shall not be entitled to set off any claim for interest against any other payments payable by the Agency to the Client.
- 1.11 The Client reserves the right to withhold payment of any invoice or part of an invoice where the Client (acting reasonably and in good faith) has a bona fide reason to challenge the validity or accuracy of such invoice. On receipt of any such invoice the Client shall:
 - 1.11.1 immediately notify the Agency in writing of the reason for such withholding;
 - 1.11.2 pay the undisputed part of such invoice in accordance with the relevant Call-Off Contract; and 1.11.3 work promptly and in good faith with the Agency to resolve any such dispute over the relevant invoice.
- 1.12 If any payment of the Charges, Commission, Expenses or Third Party Costs is subject to tax (whether by way of direct assessment or withholding at its source), the Agency shall be entitled to receive from the Client such amounts as shall ensure that the net receipt to the Agency of the Charges, Fees, Commission, Expenses and Third Party Costs after tax in respect of the payment is the same as it would have been were the payment not subject to such tax.
- 1.13 Where a surcharge is levied by a supplier against the Agency due to late payment and this results from late payment by the Client, the Client shall immediately reimburse to the Agency the amount of such surcharge, together with any accrued interest charged by the supplier in respect of the overdue amount.
- 1.14 Media grids will cover a proportion of the known Client requirements. However, over time the Client expects that new suppliers, formats or buy types that Government have not purchased previously will appear. The expectation is that the Agency will deliver 'market leading' rates. Any such new rates may be agreed in conjunction with an independent third party (including but not limited to an Auditor) and reviewed through an audit.
- 1.15 Each party shall pay all monies which are payable by it to the other without any right of set off, abatement or withholding in respect of monies which are due to it or alleged to be due to it from the other party.
- 1.16 For the avoidance of doubt, the Agency shall not receive any income, other than the Charges, Expenses or third party costs, stated above, as a direct or indirect result of the Client's spend during the Term.
- 1.17 Notwithstanding any provisions in this Framework Agreement, a Call-Off Contract or the applicable Brief, other than in any territory where the Agency is expressly prohibited by relevant law or regulation from imposing obligations on media vendors to issue invoices within twelve (12) months of the date on which media ran and Agency has notified the Client in advance in writing of this fact, in the event that the Agency issues an invoice and the Client receives such invoice more than twelve (12) months from the date the Agency completed the relevant Services under the invoice, the

Agency shall be deemed to have waived its rights to receive payment for such Services and the Client shall be entitled not to make payment for such Services. This provision shall not apply in respect of any invoice which is the subject of a dispute between the Agency and a media vendor and the Agency has notified the Client in advance in writing of such dispute, or where the Client has agreed to later invoicing or where the delay is caused by any other factor beyond the Agency's reasonable control and which has been notified to the Client in advance of such twelve (12) month time limit.

2. **REBATES & AVBs**

2.1 The Agency must provide the Client on a half year basis (during the Term and for eighteen (18) months thereafter) with full and accurate reports of:

- (a) each media channel and standard terms of payment (before any AVBs have been applied) applicable for any relevant type of Media Placement);
- (b) any actions that are required in order for the AVBs to accrue; (c) the total of any Direct AVBs; and (d) the total of any Client AVBs.

2.2 In respect of each media channel, the Agency must provide to the Client in writing the amount of all of the AVBs received by the Agency Group in respect of the Client wherever or however accrued by the Agency or the Agency Group and, whether such AVBs are reflected in the amount invoiced by the Media Owner or subsequently provided directly or indirectly to any member of the Agency Group.

2.3 It is the intention that the Client will receive the AVBs in the same form as they are received by the Agency but the Client shall inform the Agency as to how it wishes the AVBs to be passed back (such as by way of credit note issued against old invoices, credit note against future Media Placements, or invoiced for payment by the Agency). Where AVBs are to be paid back to the Client, the Agency shall pay such sums to the Client within 6 months of the end of the calendar year in which the relevant AVB(s) was generated and any reconciliation of full payment of accrued AVB(s) within 9 months of the end of the relevant calendar year.

2.4 The Agency will take all reasonable steps to pursue Media Owners for any AVBs owed by them to the Agency or Agency Group or the Client.

2.5 All AVBS must be returned to Client. The Client will refer to all information sources available to validate AVB returns including consultation with any and all internal and external third parties. CCS will also consider AVB returns in light of media price performance versus contract and media price performance versus the market.

2.6 The Agency will provide the Client details of and any rebates and/or benefits received in respect of the following types of Agency rebate so as to ensure that the Client receives the rebates and/or benefits to which it is entitled:

- 2.6.1 Cash – cash/benefit rebates received by the Agency and/or the Agency Group from Media Owners or otherwise in respect of Media Placements and/or the provision of the Services shall be notified to the Client and paid or provided to the Client in proportion to the Client's spend with each Media Owner providing such cash or benefit to the Agency and/or Agency Group;
- 2.6.2 Value pot – a non-specific value pot which forms part of an arrangement which the Agency and/or the Agency Group has in respect of the delivery of the Services to the Client deal and which can be used by the Agency on behalf of the Client to deliver Client contracted pricing/value;
- 2.6.3 Free space – any specific Client volume of activity generating related free space in respect of the Media Owners and Media Placements shall be credited to the same Client who has accrued the free space.

3. UNBILLED MEDIA

- 3.1 The Agency will reimburse to the Client any and all Unbilled Media arising on the terms set out in this paragraph 3.
- 3.2 The Agency will calculate and report to the Client any Unbilled Media arising on an annual basis (by no later than 31 December in each calendar year related to Unbilled Media arising in the previous calendar year). The Agency will pay back such Unbilled Media by no later than 1 July in the following calendar year.
- 3.3 Where Agency passes back Unbilled Media to the Client and the Agency subsequently receives (within the relevant statutory limitation period) a valid Media Placement invoice from the Media Owner relating to the value of the Media Placement which has been returned to the Client as Unbilled Media, the Client will be liable to pay back the same to the Agency on the payment terms set out in this Framework Agreement. For the avoidance of doubt, the Agency shall provide to the Client access to the Agency's complete unbilled media report for the entire Term, including access to Unbilled Media reports between the Agency Group and their vendors.

4. COMPETITIVE PRICING - INFLATION/DEFLATION COMMITMENTS

- 4.1 The Agency has committed to guaranteed and maximum fixed costs for each media in the media grids and such costs shall apply for Pricing Year 1.
- 4.2 For each of Pricing Years 2-4 the Agency has committed to a mechanism set out in this paragraph 4 in order to mitigate against market inflation and deflation in respect of each media channel/type.
- 4.3 Prior to the start of each of Pricing Years 2, 3 and 4, the Agency shall commit to CCS the following:
 - 4.3.1 **"Market Inflation/Deflation"** ("M") being the Agency's forecast market inflation and deflation percentage points by media channel/type based on CCS and Client investment patterns. The Agency shall provide market data to support its assessment of its committed inflation and deflation percentage points and CCS reserves the right for its Auditors to validate such assessment and market data; and

4.3.2 "CCS Specific Inflation/Deflation Commitment" ("C") its CCS specific inflation and deflation commitment in percentage points for the coming Pricing Year, representing the percentage which the Agency commits to reduce any inflationary prices of media and increase any deflationary prices of media as a result of CCS and Client's buying such media in the applicable channel/types. The CCS specific inflation and deflation mitigation percentage points shall be no for the next Pricing Year as compared in the previous Pricing Year.

4.4 When calculating the cost of media by channel/type, the Agency shall use the following formulas:

Inflation: $M - C = P$

Deflation: $M + C = P$ (also expressed as minus figures)

4.5 For the purposes of the formulas above, "P" = the inflation/deflation percentage points applied for the applicable Pricing Year expressed as percentage points reductions or increases, rather than an overall percentage reduction or increase.

4.6 For example (for reference only):

4.6.1 Inflation - the market inflation ("M") is 5% and the Agency commitment ("C") is 2% therefore the percentage points applied for inflation for the applicable Pricing Year is 3%. E.g. $5\% - 2\% = 3\%$. The Agency will therefore not apply any greater inflationary increase to any media channels above 3%

4.6.2 Deflation – the market deflation ("M") is 2% (i.e. expressed as -2%) and the Agency commitment ("C") is 3% (i.e. expressed as -3%) therefore the percentage points applied for deflation for the applicable Pricing Year is 5% (expressed as 5%) thereby giving CCS and Clients an improved level of deflation versus the Agency market estimate. E.g. $-2\% + -3\% = -5\%$ or $2\% + 3\% = 5\%$.

4.7 CCS and/or the Client may employ an Auditor at any time to validate the market assessments and commitments made by the Agency and validate the application of the correct inflation and deflation percentages per media channel/type.

5. PRICING GRIDS

5.1 Pricing grids assume all media is planned and bought by the Agency. If any historical deals are in place that affect the Agency's ability to deliver the commitments those elements would be excluded from the calculations. Any restricted campaigns preventing full access to stations, daypart etc. should also be excluded from the performance. The costs will be rolled up for each period across all months and channels to determine one overall network price commitment.

5.2 Pricing is based on the plans and parameters set out in the templates. Should these plans or parameters change from the brief then the pricing will be recalibrated accordingly using transparent normalisation factors agreed with the Client and Auditor.

5.3 If the Client significantly deviates from Agency best practice guidelines for briefing and booking deadlines, or there are significant changes in the media market e.g. in the form of media sales representation and/or policies, legislation, audience measurement/sizes or extraordinary events (e.g. natural disaster, terrorism), the cost commitments will be recalibrated accordingly in good faith.

5.4 Formats are standard advertising formats and as such the price commitments relate only to spend in the traditional ad formats (not sponsorships unless otherwise mentioned, creative ad formats, one-offs and events, or the like not generally considered standard formats).

5.5 Pricing estimations require annual commitments with media owners. Therefore, the Agency requires the according budgets / relevant information in due time to conduct negotiations and close annual commitments. Prices are based on both Client and Agency commitments.

6. INTERNATIONAL BILLING

6.1 The currency in which international media activity should be invoiced in, is to be agreed between the Agency and the Client at call off level prior to the start of campaign activity. The agreed option should be referenced in the Letter of Appointment within the 'International Billing Option' section.

6.2 The invoicing options available to Clients for international media activity are set out at 6.4. Every Client will have option 1 as a default option, the Client can then choose 1 other invoicing option from options 2-5. Any additional option choice will not be possible unless otherwise agreed by exception with the UK Agency.

6.2.1 The Clients selected option (2–5) will be applied to all future transactions for the duration of their call off contract, and can not be varied on a campaign-by-campaign basis. At the time of the process selection, the Client will also need to specify which billing address they wish to use for invoicing.

6.2.2 Option 1 will apply for any campaigns that require activation in a country where there is no Local Agency office. If the Client purchases media in a mix of countries some with and some without Local Agency offices those with a Local Agency office, will follow their chosen invoicing process (2-5). Markets without a Local Agency office will default to option 1.

6.2.3 If the Client purchases media in a country with a Restricted Currency

(a) If there **is no Local Agency office** in that market, the Client will default to Option 1, with the following amendments:

- The Client will not have the option to be invoiced in local currency – invoice and payment will be in GBP.
- Any exchange rate delta will be mitigated by the Client.

- If there is a **Local Agency office** in that market, the Client will follow their standard agreed process (options 2-5), with the following amendments:
 - If the Client uses options 2 or 3a:

They will be invoiced by the UK Agency, but will not have the option to be invoiced in local currency – invoice and payment will be in GBP

Any exchange rate delta will be mitigated by the Client

- If the Client uses options 3b, 4 or 5:

They will be invoiced by the Local Agency office and can agree with the Local Agency office whether this will be invoiced in Restricted Currency or GBP. Any exchange rate delta will be mitigated by the Client.

6.3 Clients should take in to account the ability of their organisations internal processes and systems ability to facilitate the options given, alongside the below considerations:

6.3.1 Logistical/marketing factors, such as the Local Client offices involvement in leading the briefing/delivery of marketing communications.

6.3.2 Financial & tax factors, such as how the Client issues POs/receive invoices, if Local Client offices are capable of receiving/paying invoices.

6.3.3 The positive or negative delta between the currency exchange rate, at point of purchase order to point of invoice (FX Mitigation).

6.3.4 Double taxation where both local market tax and UK tax being liable, with one or both being non-recoverable, thus reducing net media buying budget available for the campaign (VAT/GST Recoverability).

6.4 International Client Invoicing Options

Option 1 - UK Client to UK Agency (Default Option for all Clients)					
UK Client Role	Local Client Role	Client Paying	UK Agency Role	Local Agency Role	Invoiced by
Managing	Input to UK Client	UK Client	Managing	No	UK Agency

GBP	Local currency	MI Reporting	FX Mitigation	UK Tax (UK Agency invoice)	Local Tax
Option	Option	Monthly	Client to mitigate	Yes	Yes, and irrecoverable if applied

Option 2 - UK Client to Local Agency, passed through UK Agency (acting as a principal)					
UK Client Role	Local Client Role	Client Paying	UK Agency Role	Local Agency Role	Invoiced by
Managing (or input to Local Client)	Input to UK Client (or managing)	UK Client	When Client can only transact with UK entity . No media services provided by UK Agency - ONLY replicating & passing through invoices to Client, with the sole inclusion of the GCS levy	Managing	UK Agency
GBP	Local currency	MI Reporting	FX Mitigation	UK Tax (UK Agency invoice)	Local Tax
Option	Option	Monthly	Client to mitigate	Yes (UK Agency)	Yes, and irrecoverable if applied
				acting as a principal)	

Option 3a - UK Client to UK Agency, requiring input from Local Agency					
UK Client Role	Local Client Role	Client Paying	UK Agency Role	Local Agency Role	Invoiced by
Managing	Input to UK client	UK Client	Coordinating	Activating	UK Agency

GBP	Local currency	MI Reporting	FX Mitigation	UK Tax (UK Agency invoice)	Local Tax
Option	Option	Monthly	Client to mitigate	Yes	Yes, and irrecoverable if applied

Option 3b - UK Client to UK Agency, requiring input from Local Agency					
UK Client Role	Local Client Role	Client Paying	UK Agency Role	Local Agency Role	Invoiced by
Managing	Input to UK client	UK Client	Coordinating	Activating	Local Agency
GBP	Local currency	MI Reporting	FX Mitigation	UK Tax (UK Agency invoice)	Local Tax
Option	Option	Quarterly	Client to mitigate	No	Yes, and irrecoverable if applied

Option 4 - UK Client to Local Agency					
UK Client Role	Local Client Role	Client Paying	UK Agency Role	Local Agency Role	Invoiced by
Managing (or input to Local Client)	Input to UK Client (or managing)	UK Client	No	Managing	Local Agency

GBP	Local currency	MI Reporting	FX Mitigation	UK Tax (UK Agency invoice)	Local Tax
No	Yes	Quarterly	N/A	No	Yes, and irrecoverable if applied

Option 5 - Local Client to local Agency					
UK Client Role	Local Client Role	Client Paying	UK Agency Role	Local Agency Role	Invoiced by
Input to Local Client	Managing	Local Client	No	Managing	Local Agency
GBP	Local currency	MI Reporting	FX Mitigation	UK Tax (UK Agency invoice)	Local Tax
No	Yes	Quarterly	N/A	No	Yes