



## Department for International Trade

Department for International Trade  
Windsor House, 50 Victoria Street  
London  
SW1H 0TL

Identity Holdings Ltd.  
Identity House  
Westham Business Park  
Eastbourne Road  
East Sussex  
BN24 5NP

Dear [REDACTED]

### Letter of Appointment for the provision of Event Management Services for the Financial & Professional Services Sector

This letter of Appointment is issued in accordance with the provisions of the Framework Agreement (RM3796) between CCS and the Agency dated 16<sup>th</sup> January 2017.

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

<b>Order Number:</b>	Contract Reference: CR_281 A Purchase Order will be issued with each event commission to cover the costs.
<b>From:</b>	The Secretary of State for the Department for International Trade, with offices at 3 Whitehall Place, London, SW1A 2AW ("Client")
<b>To:</b>	Identity Holdings Limited, a company registered with Companies House at 30-34 North Street, Hailsham, East Sussex, BN27 1DW ("Agency")

<b>Effective Date:</b>	22 June 2020
<b>Expiry Date:</b>	End date of Initial Period: 22 December 2021 Extensions available: 2 Maximum length of each extension: Twelve (12) Months Maximum Extension Expiry Date: 22 December 2023 Minimum written notice to Agency in respect of extension: Thirty (30) days

<b>Relevant Lot:</b>	Lot 2 - Events
<b>Services required:</b>	<p>Set out in Section 2 (Services offered) of the Framework Agreement and refined by:</p> <p>Schedule 2 (Specification of Services) and Schedule 9 (Agency Response) of the Call-Off Contract Terms.</p> <p>This Contract operates on a brief-by-brief basis, with the Agency and Client agreeing the services required as each Brief is commissioned. Schedule 2 of the Call-Off Contract Terms therefore captures all the services that may be required across all events.</p> <p>As defined in clause 1.1 of the Call-Off Terms, the term "Brief" and in its plural "Briefs" shall have the same meaning as "Statement of Work" and in its plural the same as "Statements of Work".</p>
<b>Briefs:</b>	<p>The Parties may enter into Briefs as are agreed between the Parties under Clause 1.2 of the Call-Off Contract Terms. A brief will be issued from the Client to the Agency and agreed between both Parties and executed upon signature.</p> <p>The template for the Briefs can be found in Schedule 11 of the Call-Off Contract Terms.</p>

<b>Key Individuals:</b>	<b>Name</b>	<b>Party</b>	<b>Title</b>	<b>Role</b>
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

<b>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</b>	<p>The maximum budget for the initial 18-month term of this contract £850,000 which includes all charges associated with the delivery of the Services: Resource Costs according to the Schedule of Rates, and Throughput Costs.</p> <p>With each extension, the budget can be increased by up to a further £570,000 per year.</p> <p>The Client does not commit to spending up to any stated value.</p> <p>The charges include the following:</p> <ol style="list-style-type: none"> <li><b>Schedule of Rates</b> – this is the rate card that the Agency will use to cost up and quote resources for each Brief commissioned under the contract.</li> </ol> <p>The Schedule of Rates (Rate Card) can be found in in Schedule 10 (Call Off Contract Charges) of the Call-Off Contract Terms. This comprises the rates submitted by the Agency as part of their Response to the Invitation to Further Competition to award this Call-Off Contract. The Agency must not exceed these rates but is encouraged to offer discount where possible.</p> <ol style="list-style-type: none"> <li><b>Throughput Costs</b> – these are costs that are incurred by the Agency to third parties, arising directly from delivery of each Brief that is commissioned. The</li> </ol>
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	<p>Agency shall provide the Client with evidenced estimations for any throughput costs when costing event Briefs.</p> <p>The Agency shall charge the Client for the Throughput Costs at the exact price that was charged to the Agency by the third party and no mark-up should be applied, nor is the Agency to profit from it. Throughput costs can include</p> <ul style="list-style-type: none"> <li>• The venue;</li> <li>• Speaker acquisition;</li> <li>• Stand build;</li> <li>• Stand space;</li> <li>• Marketing and recruitment materials;</li> <li>• Technical production assets;</li> <li>• Translation services;</li> <li>• Travel and Subsistence (comply with policy in Schedule 12 of the Call-Off Contract Terms).</li> <li>• Catering; and/or</li> <li>• Other times or services as agreed by the Client with each Brief</li> </ul>
<b>Liability</b>	<p>Agency Liability: For the purposes of 18.3(a), (b) and (c), the figure specified in the Letter of Appointment shall be 125% of the annual value of the contract.</p> <p>Client Liability: see clause 18.5 of Call Off Terms.</p>
<b>Insurance Requirements</b>	<p>Additional public liability insurance to cover all risks in the performance of the Call-Off Contract, with a minimum limit of £5million for each individual claim</p> <p>Additional employers' liability insurance with a minimum limit of £5million indemnity</p> <p>Additional professional indemnity insurance adequate to cover all risks in the performance of the Call-Off Contract with a minimum limit of indemnity of £2 million for each individual claim.</p>
<b>Client billing address for invoicing:</b>	<p>Department for International Trade c/o UKSBS, Queensway House, West Precinct, Billingham, TS23 2NF [REDACTED]</p>

<b>GDPR</b>	<p>See Call-Off Contract Terms and Conditions Schedule 8 (Authorised Processing Template)</p>
<b>Alternative and/or additional provisions:</b>	<p>The following Schedules have been appended to the Call-Off Contract Terms and conditions:</p> <ul style="list-style-type: none"> <li>• Schedule 9 – Agency Response</li> <li>• Schedule 10 – Call Off Contract Charges</li> <li>• Schedule 11 – Brief Templates</li> <li>• Schedule 12 – Travel &amp; Subsistence</li> <li>• Schedule 13 – Governance &amp; Contract Management</li> <li>• Schedule 14 – Performance Management Framework</li> <li>• Schedule 15 – Approved Sub-Contractors List</li> <li>• Schedule 16 – Commercially Sensitive Information</li> </ul>

**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.**

**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:**

Name and Title: [Redacted]

Signature: [Redacted]

Date: [Redacted]

**For and on behalf of the Client: The Secretary of State for the Department for International Trade**

Name and Title: [Redacted]

[Redacted]

**ANNEX A**

**Client Brief – See Schedule 2 (Specification of Services) of the Call Off Terms**

**ANNEX B**

**Agency Proposal - See Schedule 9 (Agency Response) of the Call Off Terms**





**Part 1: Call-Off Terms**

The Call-Off Terms are attached to this Letter of Appointment.



**EVENT MANAGEMNT SERVICES FOR THE FINANCIAL AND PROFESSIONAL SERVICES SECTOR**

**THE DEPARTMENT FOR INTERNATIONAL TRADE**

**AND**

**IDENTITY HOLDINGS LIMITED**

**CALL OFF CONTRACT TERMS AND CONDITIONS**

**CCS FRAMEWORK RM3796 – LOT 2**

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## Call-Off Contract –Call-Off Terms

This Call-Off Contract is made on the 22nd day of June 2020 between:

The Secretary of State for the Department of International Trade with offices at 3 Whitehall Place, London, SW1A 2AW (“the **Client**”);

and

Identity Holdings Limited, a company registered in England and Wales under Company Number 04217845 whose registered office is at 30-34 North Street, Hailsham, East Sussex, BN27 1DW (“the **Agency**”),

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

### INTRODUCTION

- (1) The Agency is one of a number of agencies appointed by the Crown Commercial Service (**CCS**) to the Framework Agreement and is therefore able to enter into this Call-Off Contract 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 Statement of Work (or 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 and associated Deliverables shall be supplied in accordance with the terms of the Framework Agreement and this Call-Off Contract.
- (5) Following the successful completion of a Further Competition Procedure, the Letter of Appointment, these Call-Off Terms and any Statement of Work (or Brief) will become binding.

### 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 Deliverables to the Client in accordance with this Call-Off Contract and any one or more agreed Briefs.
- 1.2 Subject to the terms of the Letter of Appointment and Clause 1.4 the Parties may agree new Projects to be delivered under this Call-Off Contract by agreeing a new Brief. This must be done in writing and using one of the forms set out at Schedule 11. Once both Parties have agreed and signed a Brief, it automatically forms part of this Call-Off Contract.
- 1.3 Any schedule attached to an agreed Brief will describe in detail the different types of Services to be provided under that Brief. Where the Parties agree in the Letter of Appointment that there may be more than one 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:
  - (a) a variation of the Services procured under this Call-Off Contract;
  - (b) an increase in the Charges agreed under this Call-Off Contract; or

- (c) a change in the economic balance between the Parties to the detriment of the Client that is not provided for in this Call-Off Contract,
- the relevant term(s) will be dealt with as a proposed Variation to this Call-Off Contract in accordance with the Variation procedure set out in Clause 9.

## **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 2.2 or Clause 23.
- 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 contract will end (the **New Expiry Date**) will be set out in the notice given under Clause 2.2 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 23.

## **3 CALL OFF GUARANTEE**

- 3.1 Where the Client has stated in the Letter of Appointment that this Call-Off Contract is conditional on receipt of a Guarantee, then, on or prior to the Effective Date (or on any other date specified by the Client), the Agency must provide:
- an executed Guarantee from a Guarantor; and
  - a certified copy extract of the board minutes and/or resolution of the Guarantor approving the execution of the Guarantee.
- 3.2 The Client may at any time agree to waive compliance with the requirement in Clause 3.1 by giving the Agency notice in writing.

## **4 CLIENT'S OBLIGATIONS**

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

## **5 SERVICE DELIVERY, DELAY AND RECTIFICATION**

### ***Service Delivery***

- 5.1 The Agency will give the Client full and clear instructions as to any Client Materials it reasonably requires to perform the Services and provide the Deliverables.
- 5.2 The Agency will:
- comply with all Law;
  - use all reasonable and proper skill and care in its performance of the Services and provision of the Deliverables;

- comply with all reasonable Client instructions regarding the Services and Deliverables, as long as these instructions do not materially amend the Brief (unless the amendment has been agreed in accordance with Clause 9.1);
- keep Client Materials under its control safe and secure and in accordance with any security policy provided by the Client; and
- provide all Deliverables by any dates set out in the applicable Statement of Work or any other date(s) agreed by the parties in writing.

### ***Delay***

- 5.3 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 or providing any of the agreed Deliverables this will be a “**Client Cause**”. In the event of a Client Cause, without prejudice to any other rights or remedies the Agency may have the Agency will be granted an appropriate extension of time (to be approved by the Client, acting reasonably) to perform the agreed Services or provide the agreed Deliverables. 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 5.4.
- 5.4 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:
- (a) the Client Cause and its actual or potential effect on the Agency’s ability to meet its obligations under this Call-Off Contract, and
  - (b) any steps which the Client can take to eliminate or mitigate the consequences and impact of such Client Cause.
- 5.5 The Agency must use 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.
- 5.6 If at any time the Agency becomes aware that it may not be able to perform the Services or provide any Deliverables by any date set out in the applicable Brief (or any other deadline agreed by the Parties in writing or comply with any other material requirement set out in the Brief including the KPI targets set out in Schedule 14 (Performance Management Framework)), this will constitute a Default and the Agency will immediately notify the Client of the Default and the reasons for the Default.
- 5.7 If the Default described in Clause 5.6 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***

- 5.8 If instructed to comply with the Rectification Plan Process by the Client under Clause 5.7 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.
- 5.9 the draft Rectification Plan shall set out:
- (a) full details of the Default that has occurred, including the underlying reasons for it;
  - (b) the actual or anticipated effect of the Default; and

- (c) 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).
- 5.10 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 paragraph 5 of Schedule 4 (Dispute Resolution Procedure).
- 5.11 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:
- (a) is insufficiently detailed to be capable of proper evaluation;
  - (b) will take too long to complete;
  - (c) will not prevent reoccurrence of the Default;
  - (d) will rectify the Default but in a manner which is unacceptable to the Client; or
  - (e) will not rectify the Default.
- 5.12 The Client will tell the Agency as soon as reasonably practicable if it agrees to or rejects the draft Rectification Plan.
- 5.13 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.
- 5.14 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.

The Client and Agency will endeavour to manage performance of the Services by the Agency through the Performance Management Framework in Schedule 14. A Rectification Plan in respect of an Agency failure will be requested in accordance with this clause in the event of a Service Failure.

## **6 AGENCY: OTHER APPOINTMENTS**

- 6.1 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 communication or campaign 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):
- 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
  - is likely to cause embarrassment to the Client or bring the Client into disrepute or may result in a conflict of interest for the Client.
- 6.2 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.

6.3 If the Agency becomes aware of a breach, or potential breach, of its obligations under Clause 6.1, the Agency must notify the Client immediately, providing full details of the nature of the breach and the likely impact on any Projects.

6.4 If the Agency breaches Clause 6.1, the Client may terminate this Call-Off Contract, a Project, or any part of a Project with immediate effect in accordance with Clause 23.3.

## **7 CLIENT: OTHER APPOINTMENTS**

7.1 Subject to Clause 6 the relationship between the Parties is non-exclusive. The Client is entitled to appoint any other agency to perform services and produce deliverables which are the same or similar to the Services or Deliverables.

## **8 PERSONNEL**

8.1 The Agency must ensure that Agency personnel who provide the Services:

- (a) are appropriately experienced, qualified and trained to provide the Services in accordance with this Call-Off Contract
- (b) apply all reasonable skill, care and diligence in providing the Services
- (c) obey all lawful instructions and reasonable directions of the Client and provide the Services to the reasonable satisfaction of the Client, and
- (d) are vetted in accordance with Good Industry Practice and, where applicable, the security requirements of the Client and the Standards

8.2 The Agency will be liable for all acts or omissions of the Agency personnel. Any act or omission of a member of any Agency personnel which results in a breach of this Call-Off Contract is a breach by the Agency.

8.3 The Client acknowledges and agrees that it may be necessary for the Agency to replace the personnel providing the Services with alternative personnel with similar levels of seniority and experience.

8.4 The Agency will seek to ensure that any Key Individual responsible for the provision of the Services will remain involved in the provision of the Services. If any Key Individual leaves the Agency, or ceases to be involved in the provision of the Services for any reason (for example, if they are promoted to a different role within the Agency), the Agency will consult with the Client and, subject to the Client's prior Approval not to be unreasonably withheld or delayed, appoint a suitable replacement.

8.5 If the Client reasonably believes that any of the Agency personnel undertaking work on this Call-Off Contract:

- (a) do not meet the requirements of Clause 8.1; or
- (b) may cause embarrassment to the Client or bring the Client into disrepute or may result in a conflict of interest for the Client,

it will notify the Agency who will then end the person's involvement in providing the Services.

## **9 VARIATIONS AND CANCELLATIONS**

9.1 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**".

- 9.2 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.
- 9.3 Subject to Clause 9.5, 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.
- 9.4 If either Party 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:
- the impact of the proposed Variation on the Services and Agency's ability to meet its other obligations under this Call-Off Contract (including in relation to other Briefs);
  - the initial cost of implementing the proposed Variation and any ongoing costs post-implementation;
  - any increase or decrease in the Contract Charges, any alteration in the resources or expenditure required by either Party and any alteration to the working practices of either Party;
  - a timetable for the implementation, together with any proposals for the testing of the Variation; and
  - any other information the Client reasonably asks for in response to the Variation request.
- 9.5 The Parties may agree to adjust the time limits specified in the Variation Form so the Impact Assessment can be carried out.
- 9.6 If the Parties agree the Variation, the Agency will implement it, and the Parties will be bound by it as if it was part of this Call-Off Contract.
- 9.7 Until a Variation is agreed, the Agency must continue to perform and be paid for the Services as originally agreed.
- 9.8 Subject to Clauses 9.9 and 23.1 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.
- 9.9 In the event of any cancellation under Clause 9.8, the Client will pay the Agency all Contract Charges reasonably and properly incurred by the Agency during the Project Notice Period, provided that the Agency uses all reasonable endeavours to mitigate any charges or expenses.

## 10 APPROVALS AND AUTHORITY

- 10.1 For the purposes of this Call-Off Contract, any reference to Client Approval means written approval in one of the following ways:
- the Client issuing a purchase order bearing the signature of an Authorised Client Approver, or
  - e-mail from the individual business e-mail address of an Authorised Client Approver, or
  - the signature of an Authorised Client Approver on the Agency's documentation

- 10.2 Any reference to Agency Approval means written approval in one of the following ways:
- e-mail from the individual business e-mail address of an Authorised Agency Approver, or
  - the signature of an Authorised Agency Approver on the Client's documentation
- 10.3 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; and
  - any creative treatments, including but not limited to scripts, messaging, storyboards, copy, layouts, design, artwork, or proposed marketing activity
- 10.4 The Agency will seek the Client's prior Approval of any draft Deliverables. The Client's Approval will be the Agency's authority to proceed with the use of the relevant Deliverables.
- 10.5 If the Client does not approve of any matter requiring Approval, it must notify the Agency of its reasons for disapproval within 14 days of the Agency's request.
- 10.6 If the Client delays approving or notifying the Agency as to its disapproval, the Agency will not be liable for any resulting delays or adverse impact caused to the delivery of the Project.

## **11 PROJECT MANAGEMENT**

- 11.1 During the Term of this Call-Off Contract, the Agency will:
- keep the Client fully informed as to the progress and status of all Services and Deliverables, by preparing and submitting written reports at such intervals and in such format as is agreed by the Parties
  - promptly inform the Client of any actual or anticipated problems relating to provision of the Deliverables
  - Report against the Key Performance Indicators in Schedule 14 at the intervals agreed with the Client at the first monthly management meeting.
- 11.2 During the Term, the Parties' respective project managers will arrange and attend meetings to review the status and progress of the Services, Deliverables 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. The Agency must comply with the Contract Management and Governance process in Schedule 13 and the Performance Management Framework in Schedule 14 of this Call-Off Contract.
- 11.3 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.

## **12 FEES AND INVOICING**

- 12.1 The Contract Charges 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 Contract Charges will include every cost and expense of the Agency directly or indirectly incurred in connection with the performance of the Services.

- 12.2 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.
- 12.3 The Agency will invoice the Client in accordance with the payment profile agreed in the Brief. Each invoice will include all supporting information required by the Client to verify the accuracy of the invoice, the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 12.4 Unless otherwise agreed in a Brief 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 a Default by the Agency.
- 12.5 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.
- 12.6 If at any time during the Term the Agency reduces its Framework Prices for Services provided in accordance with the terms of the Framework Agreement, the Agency shall immediately reduce the Contract Charges 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.
- 12.7 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.
- 12.8 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 12.2 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.
- 12.9 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 23.8.

### **13 THIRD PARTY AGENCIES: ASSIGNMENT AND SUB-CONTRACTING**

#### **Assignment and Sub-Contracting**

- 13.1 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.
- 13.2 In requesting Approval to sub-contract, the Agency will:
- (a) use reasonable care and skill in the selection of proposed Sub-Contractors;
  - (b) if the Client requests, the Agency will obtain more than one quote for a particular sub-contracted service; and
  - (c) provide the Client with a business case for sub-contracting all or part of the Services, identifying why it is advantageous for the Agency to sub-contract to its proposed sub-

contractor. The Client may reject the Agency's request to appoint a proposed sub-contractor if it considers the proposed sub-contractor does not provide value for money.

- 13.3 If the Client consents to the Agency's proposed sub-contractor, it shall be a Sub-Contractor as the term is defined in Schedule 1 (Definitions).
- 13.4 In granting consent to any assignment, novation sub-contracting or disposal, the Client may set additional terms and conditions it considers necessary.
- 13.5 The Agency shall ensure that its Sub-Contractor does not further sub-contract all or part of the Services or Deliverables.
- 13.6 Any contracts the Agency enters into with third party suppliers for Services and Deliverables ("**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.
- 13.7 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:
- its right to use or otherwise benefit from any Services or Deliverables acquired under Sub-Contracts will be as set out in the Sub-Contracts; and
  - 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 its Affiliates
- 13.8 The Agency will promptly provide the Client with a copy of any Sub-Contract if requested to do so.
- 13.9 The Agency will be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 13.10 The Agency will obtain the Client's Approval before commissioning services from any Agency Affiliate.

### **Supply Chain Protection**

- 13.11 The Agency will ensure that all Sub-Contracts contain provisions:
- (a) requiring the Agency to pay any undisputed sums which are due from it to the Sub-Contractor within a specified period not exceeding 30 days from the receipt of a Valid Invoice;
  - (b) requiring the Agency to verify any invoices submitted by a Sub-Contractor in a timely manner;
  - (c) 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;
  - (d) 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
  - (e) 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 13.11.

## **14 DISCOUNTS AND REBATES**

- 14.1 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 the Projects. The Client will receive the full benefit of such commission, discount or rebate.

## **15 CONFIDENTIALITY, TRANSPARENCY AND FREEDOM OF INFORMATION**

### **CONFIDENTIALITY**

- 15.1 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**”.
- 15.2 Unless a Recipient has express permission to disclose Confidential Information, it must:
- treat the Disclosing Party's Confidential Information as confidential and store it securely
  - not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Call-Off Contract or with the owner's prior written consent
  - use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Call-Off Contract, and
  - immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information
- 15.3 The Recipient is entitled to disclose Confidential Information if:
- It is required to so by Law (though in such cases, Clause 15.15 (Freedom of Information) applies to disclosures required under the FOIA or the EIRs)
  - the need for such disclosure arises out of or in connection with:
    - (i) any legal challenge or potential legal challenge against the Client regarding this Call-Off Contract
    - (ii) the examination and certification of the Client's accounts (provided that the disclosure is made on a confidential basis) or for any examination under Section 6(1) of the National Audit Act 1983, or
    - (iii) a Central Government Body review in respect of this Call-Off Contract or
  - the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010. Such disclosure can only be made to the Serious Fraud Office.
- 15.4 If the Recipient is required by Law to disclose Confidential Information, it should notify the Disclosing Party as soon as reasonably practicable and to the extent permitted by Law. It may advise the Disclosing Party of what Law or regulatory body requires such disclosure and what Confidential Information it will be required to disclose.
- 15.5 Subject to Clauses 15.3 and 15.4, the Agency may disclose Confidential Information, on a confidential basis, to:
- Agency personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable performance under this Call-Off Contract, and
  - its professional advisers for the purposes of obtaining advice in relation to this Call-Off Contract.
- 15.6 Where the Agency discloses Confidential Information in such circumstances, it remains responsible for ensuring the persons to whom the information was disclosed comply with the confidentiality obligations set out in this Call-Off Contract.
- 15.7 The Client may disclose the Confidential Information of the Agency:
- to any Central Government Body, on the basis that the information may only be further disclosed to Central Government Bodies

- to Parliament, including any Parliamentary committees, or if required by any British Parliamentary reporting requirement
  - if disclosure is necessary or appropriate in the course of carrying out its public functions
  - on a confidential basis to a professional adviser, consultant, supplier or other person engaged by a Central Government Body or Contracting Body (including any benchmarking organisation) for any purpose relating to or connected with this Call-Off Contract
  - on a confidential basis for the purpose of the exercise of its rights under this Call-Off Contract, or
  - to a proposed successor in title (transferee, assignee or novatee) to the Client.
- 15.8 Any references to disclosure on a confidential basis means disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Client under this Clause 15.
- 15.9 Nothing in this Clause 15 will prevent a Recipient from using any techniques, ideas or know-how gained during the performance of this Call-Off Contract in the course of its normal business, as long as this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.
- 15.10 If the Agency fails to comply with this Clause 15, the Client can terminate this Call-Off Contract.

#### **TRANSPARENCY**

- 15.11 Except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Call-Off Contract (and any Transparency Reports submitted by the Agency under it) is not Confidential Information. This will be made available in accordance with the procurement policy note 13/15 [www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/458554/Procurement\\_Policy\\_Note\\_13\\_15.pdf](http://www.gov.uk/government/uploads/system/uploads/attachment_data/file/458554/Procurement_Policy_Note_13_15.pdf) and the Transparency Principles referred to therein.
- 15.12 The Client will determine whether any of the content of this Call-Off Contract is exempt from disclosure in accordance with the provisions of the FOIA. The Client may consult with the Agency to inform its decision regarding any redactions but will have absolute discretion over the final decision.
- 15.13 Notwithstanding any other provision of this Call-Off Contract, the Agency consents to the Client publishing this Call-Off Contract in its entirety (including any agreed changes). Any information which is exempt from disclosure in accordance with the provisions of the FOIA will be redacted).
- 15.14 The Agency will cooperate with the Client to enable publication of this Call-Off Contract.

#### **FREEDOM OF INFORMATION**

- 15.15 The Client is subject to the requirements of the FOIA and the EIRs. The Agency will:
- provide all necessary assistance to the Client to enable it to comply with its Information disclosure obligations.
  - send all Requests for Information it receives relating to this Call-Off Contract to the Client as soon as practicable and within a maximum of 2 Working Days from receipt.
  - provide the Client with a copy of all Information belonging to the Client requested in the Request for Information which is in its possession or control in the form that the Client requires within 5 Working Days of the Client's request.

- 15.16 The Agency must not respond directly to a Request for Information without the Client's prior Approval.
- 15.17 The Client may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Agency. The Client will take reasonable steps to notify the Agency of a Request for Information where it is permissible and reasonably practical for it to do so. However, the Client will be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information are exempt from disclosure in accordance with the FOIA and/or the EIRs.

## **16 AGENCY WARRANTIES**

- 16.1 The Agency warrants that:
- (a) 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;
  - (b) the personnel who perform the Services are competent and suitable do so;
- 16.2 The Agency undertakes that:
- (a) the use of the Deliverables by the Client in accordance with this Call-Off Contract and for the purposes set out in the Brief will not infringe the IPR of any third party; and
  - (b) as at the date they are delivered, the Deliverables of this Call-Off Contract may be used for the purposes set out in the Brief and comply with all Advertising Regulations.
- 16.3 Subject to Clause 16.4, 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 16.1 and 16.2.
- 16.4 The Agency shall not be liable for any breach by the Agency of its warranty or undertaking in Clauses 16.1 and 16.2 where the Agency had previously notified the Client of the specific risk in writing, the Client has confirmed it understands the risk and Approved the use of such Deliverables

## **17 CLIENT WARRANTIES**

- 17.1 The Client warrants that:
- (a) 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;
  - (b) 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 IPR; and
  - (c) to the best of its knowledge and belief, the Client Materials are accurate and will comply with all applicable Laws

## **18 LIABILITY**

- 18.1 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.
- 18.2 The Agency does not limit its liability in respect of the indemnity in Clause 20.14 (IPR).
- 18.3 Subject always to Clauses 18.1, 18.2 and 18.4, the maximum amount the Agency can be liable for in respect of all Defaults shall in no event exceed:
- (a) in relation to any Defaults occurring from the Effective Date to the end of the first Contract Year, the higher of the figure specified in the Letter of Appointment or a sum equal to 125% of the Contract Charges estimated by the Client for the first Contract Year;

- (b) in relation to any Defaults occurring in each subsequent Contract Year that commences during the remainder of the Term, the higher of the figure specified in the Letter of Appointment or a sum equal to 125% of the Contract Charges payable to the Agency under this Call-Off Contract in the previous Contract Year; and
- (c) in relation to any Defaults occurring in each Contract Year that commences after the end of the Initial Term, the higher of the figure specified in the Letter of Appointment or a sum equal to 125% of the Contract Charges payable to the Agency under this Call-Off Contract in the last Contract Year commencing during the Term ;
- 18.4 Subject to Clause 18.1 and except for any claims arising under Clause 20.14, neither Party will be liable to the other in any situation for any:
- loss of profits
  - loss of goodwill or reputation
  - loss of revenue
  - loss of savings whether anticipated or otherwise; or
  - indirect or consequential loss or damage of any kind
- 18.5 Without prejudice to its obligation to pay the undisputed Contract 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 an amount equal to the Charges paid under the Call-Off Contract.

## **19 INSURANCE**

- 19.1 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.
- 19.2 The Agency will effect and maintain the policy or policies of insurance as stipulated in the Letter of Appointment.
- 19.3 If, for whatever reason, the Agency fails to comply with the provisions of this Clause 19 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.
- 19.4 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.
- 19.5 The Agency must ensure that the policies of insurance it holds pursuant to this Clause 19 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.

## **20 INTELLECTUAL PROPERTY RIGHTS**

- 20.1 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 and Deliverables. 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 and Deliverables.

- 20.2 The Agency hereby:
- 20.3 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
- 20.4 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.
- 20.5 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 as are included in the Deliverables, in the Territory, for the period of time and for the purposes set out in the Brief.
- 20.6 Prior to delivery of the Deliverables 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 and the Client shall comply with such restrictions as are notified to it by the Agency.
- 20.7 The Agency agrees:
- 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 Deliverables; and
  - neither to do nor fail to do any act which would or might prejudice the Client's rights under this Clause 20.
- 20.8 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.
- 20.9 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 Deliverables
- 20.10 Subject to obtaining the Approval of the Client, the Agency will be able during and after the Term to use any Deliverables which have been broadcast, published, distributed or otherwise made available to the public, and the Client's name and logo for the purposes of promoting its work and its business including on the Agency's website, in credentials pitches and in its showreel.
- 20.11 During the Term, if the Agency is asked to take part in a competitive pitch or other similar process for the Client, then notwithstanding any of the previous provisions of this Clause 20, the Agency will retain ownership of all Intellectual Property Rights in any Materials forming part of the pitch process. If the Agency is successful in such pitch and the Parties agree that such Materials will be used in a Project the Agency will assign all such Intellectual Property Rights to the Client.

- 20.12 The Agency is not liable in connection with this Call-Off Contract for any modifications, adaptations or amendments to any Deliverables made by the Client or by a third party on the Client's behalf after the Agency has handed them over. The Agency is also not liable if any fault, error, destruction or other degradation in the quality and/or quantity of the Deliverables arises due to the acts or omissions of the Client or its Associates.
- 20.13 The terms of and obligations imposed by this Clause 20 continue after the termination of this Call-Off Contract.
- 20.14 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.

## **21 AUDIT**

- 21.1 The Agency will keep and maintain full and accurate records and accounts of the operation of this Call-Off Contract, the Services provided under it, any Sub-Contracts and the amounts paid by the Client for at least 7 years after the Expiry Date or New Expiry Date, or such longer period as the Parties agree.
- 21.2 The Agency will:
- (a) keep the records and accounts referred to in Clause 21.1 in accordance with Good Industry Practice and Law, and
  - (b) afford any Auditor access to the records and accounts referred to in Clause 21.1 at the Agency's premises and/or provide records and accounts (including copies of the Agency's published accounts) or copies of the same to Auditors throughout the Term and the period specified in Clause 21.1. This is so the Auditor(s) can assess compliance by the Agency and/or its Sub-Contractors with the Agency's obligations under this Call-Off Contract, and in particular to:
    - verify the accuracy of the Contract Charges and any other amounts payable by the Client under this Call-Off Contract (and proposed or actual variations to them in accordance with this Call-Off Contract);
    - verify the costs of the Agency (including the costs of all Sub-Contractors and any third party suppliers) in connection with the provision of the Services;
    - verify the Agency's and each Sub-Contractor's compliance with the applicable Laws;
    - identify or investigate an actual or suspected act of fraud or bribery, impropriety or accounting mistakes or any breach or threatened breach of security. In these circumstances, the Client is not obliged to inform the Agency of the purpose or objective of its investigations;
    - identify or investigate any circumstances which may impact upon the financial stability of the Agency or any Sub-Contractors or their ability to perform the Services;
    - obtain such information as is necessary to fulfil the Client's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes, including the supply of information to the Comptroller and Auditor General;

- review any books of account and the internal contract management accounts kept by the Agency in connection with this Call-Off Contract;
  - carry out the Client's internal and statutory audits and to prepare, examine and/or certify the Client's annual and interim reports and accounts
  - enable the National Audit Office to carry out an examination under Section 6(1) of the National Audit Act 1983;
  - review any records relating to the Agency's performance of the provision of the Services and to verify that these reflect the Agency's own internal reports and records;
  - verify the accuracy and completeness of any information delivered or required by this Call-Off Contract;
  - inspect the Client Materials, including the Client's IPRs, equipment and facilities, for the purposes of ensuring that the Client Materials are secure; and
  - review the integrity, confidentiality and security of any Client data.
- 21.3 The Client will use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Agency or delay the provision of the Services (although the Agency accepts and acknowledges that control over the conduct of audits carried out by the Auditor(s) is outside of the control of the Client.)
- 21.4 Subject to the Agency's rights in respect of Confidential Information, the Agency will, on demand, provide the Auditor(s) with all reasonable co-operation and assistance in providing:
- all reasonable information requested by the Client within the scope of the audit;
  - reasonable access to sites controlled by the Agency and to any equipment used in the provision of the Services; and
  - access to the Agency personnel.
- 21.5 The Parties agree that they will bear their own respective costs and expenses incurred during any Audit, unless the Audit reveals a default by the Agency, whereby the Agency will reimburse the Client for the Client's reasonable costs incurred in relation to the Audit.
- 21.6 If an Audit reveals that the Client has been overcharged, the Agency will reimburse to the Client the amount of the overcharge within 30 days. If an Audit reveals the Agency has been underpaid, the Client shall pay to the Agency the amount of the underpayment within 30 days.

## **22 ADVERTISING STANDARDS**

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

## **23 TERMINATION**

### ***Client Rights to Terminate***

- 23.1 The Client may, by giving not less than 3 month's written notice to the Agency, terminate this Call-Off Contract without cause.
- 23.2 The Client may terminate or cancel a Project at any time subject to Clause 9 and payment of all Contract Charges specifically set out at Clause 9.9.

- 23.3 The Client may terminate this Call-Off Contract or a Project by written notice to the Agency with immediate effect if the Agency:
- commits a material Default which cannot be remedied;
  - 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;
  - 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;
  - breaches any of the provisions of Clauses 6.1 (Agency: Other Appointments), 10 (Approvals and Authority), 15 (Confidentiality, Transparency and Freedom of Information), and 32 (Prevention of Fraud and Bribery);
  - is subject to an Insolvency Event; or
  - fails to comply with legal obligations.
- 23.4 The Agency must notify the Client as soon as practicable of any Change of Control or any potential Change of Control.
- 23.5 The Client may terminate this Call-Off Contract with immediate effect by written notice to the Agency within 6 Months of:
- (a) being notified in writing that a Change of Control is anticipated or in contemplation or has occurred; or
- (b) 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.
- 23.6 The Client may terminate this Call-Off Contract or a Project by giving the Agency at least 14 days' notice if:
- (a) the Framework Agreement is terminated for any reason;
- (b) the Parties fail to agree a Variation under Clause 9; or
- (c) the Agency fails to implement an agreed Variation.
- 23.7 Where this Call-Off Contract is conditional upon the Agency procuring a Guarantee pursuant to Clause 3 (Call Off Guarantee), the Client may terminate this Call Off Contract by issuing a notice of termination Notice to the Agency where:
- (a) the Guarantor withdraws the Guarantee for any reason;
- (b) the Guarantor is in breach or anticipatory breach of the Guarantee;
- (c) an Insolvency Event occurs in respect of the Guarantor; or
- (d) the Guarantee becomes invalid or unenforceable for any reason whatsoever,
- and in each case the Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Client; or
- (e) the Agency fails to provide the documentation required by Clause 3.1 by the date so specified by the Client.

**Agency Rights to Terminate**

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

- (a) the Client has not paid any undisputed amounts falling due under that Project, and
- (b) 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:
  - o the Client's failure to pay;
  - o the correct overdue and undisputed sum;
  - o the reasons why the undisputed sum is due; and
  - o 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 30).

**24 CONSEQUENCES OF TERMINATION**

24.1 Termination of a Project (and any Brief of Work 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.

24.2 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.

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

- the Expiry Date or New Expiry Date shall be the date this Call-Off Contract terminates;
- the Client will pay the Agency all Contract Charges falling properly due and payable to the Agency prior to the date of termination (in accordance with Clause 9 where relevant);
- 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
- the agency and its staff will vacate any premises of the Client occupied for any purpose of providing the Services or Deliverables.

24.4 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):

- (a) Clause 15 (Confidentiality)
- (b) Clause 16 (Agency warranties)
- (c) Clause 17 (Client warranties)
- (d) Clause 18 (Liability)
- (e) Clause 19 (Insurance)
- (f) Clause 20 (Intellectual Property Rights)
- (g) Clause 21 (Audit)
- (h) Clause 24 (Consequences of Termination)

- (i) Clause 25 (Notices)
- (j) Clause 27 (Staff Transfer)
- (k) Clause 33 (General) and
- (l) Clause 34 (Governing law and jurisdiction)

## 25 FORCE MAJEURE

- 25.1 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**).
- 25.2 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 Framework Agreement. They must do so in writing, and state the date from which the suspension or termination will come into effect.
- 25.3 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.

## 26 NOTICES

- 26.1 Any notices sent under this Call-Off Contract must be in writing and sent by hand, by post or by email. The table below sets out deemed time of delivery and proof of service for each.

Notice delivered	Deemed time of delivery	Proof of service
In person	At the time of delivery	Proof that delivery was made (e.g. a signature is obtained)
By first class post, special delivery or other recorded delivery	2 Working Days from the date of posting	Proof that the envelope was addressed and delivered into the custody of the postal authorities
Email	09:00 hours on the first Working Day after sending	Dispatched in an emailed pdf to the correct email address without any error message

- 26.2 The address and email address of each Party will be:

- (i) Agency:
- (b) Client:

- 26.3 For the purpose of this Clause and calculating receipt all references to time are to local time in the place of receipt.

**27 STAFF TRANSFER**

27.1 The Parties agree that

(a) 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, Schedule 3 (Staff Transfer) will apply as follows:

(i) where the Relevant Transfer involves the transfer of Transferring Client Employees, Part A of Schedule 3 (Staff Transfer) will apply

(ii) where the Relevant Transfer involves the transfer of Transferring Former Agency Employees, Part B of Schedule 3 (Staff Transfer) will apply

(iii) where the Relevant Transfer involves the transfer of Transferring Client Employees and Transferring Former Agency Employees, Parts A and B of Schedule 3 (Staff Transfer) will apply, and

(iv) Part C of Schedule 3 (Staff Transfer) will not apply

27.2 Where providing the Services does not result in a Relevant Transfer, Part C of Schedule 3 (Staff Transfer) will apply and Parts A and B of Schedule 3 (Staff Transfer) shall not apply; and

27.3 Part D of Schedule 3 (Staff Transfer) will apply on the expiry or termination of the Services or any part of the Services.

27.4 Both during and after the Term, the Agency will indemnify the Client against all Employee Liabilities that may arise as a result of any claims brought against the Client due to any act or omission of the Agency or any Agency personnel.

**28 THIRD PARTY RIGHTS**

28.1 Except for CCS and the persons that the provisions of Schedule 3 of this Call-Off Contract confer benefits on, a person who is not a Party to this Call-Off Contract has no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.

**29 DATA PROTECTION, SECURITY AND PUBLICITY**

29.1 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 8 (Authorised Processing Template) by the Client and may not be determined by the Agency.

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

29.3 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:

(a) a systematic description of the envisaged processing operations and the purpose of the processing;

(b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;

(c) an assessment of the risks to the rights and freedoms of Data Subjects; and

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

- 29.4 The Agency shall, in relation to any Personal Data processed in connection with its obligations under this Call Off Contract:
- (a) process that Personal Data only in accordance with Schedule 8 (Authorised Processing Template), unless 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;
  - (b) 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:
    - (i) nature of the data to be protected;
    - (ii) harm that might result from a Data Loss Event;
    - (iii) state of technological development; and
    - (iv) cost of implementing any measures;
  - (c) ensure that :
    - (i) the Agency Personnel do not process Personal Data except in accordance with this Call Off Contract (and in particular Schedule 8 (Authorised Processing Template));
    - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Agency Personnel who have access to the Personal Data and ensure that they:
    - (iii) are aware of and comply with the Agency's duties under this Clause;
    - (iv) are subject to appropriate confidentiality undertakings with the Agency or any Sub-processor;
    - (v) 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
    - (vi) have undergone adequate training in the use, care, protection and handling of Personal Data;
  - (d) 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 in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Client;
    - (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 (or, if it is not so bound, uses its best endeavours to assist the Client in meeting its obligations); and
    - (iv) the Agency complies with any reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
  - (e) at the written direction of the Client, delete or return Personal Data (and any copies of it) to the Client on termination of the Call Off Contract unless the Agency is required by Law to retain the Personal Data.

29.5 Subject to Clause 29.7, the Agency shall notify the Client immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Call Off Contract;
  - (e) 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
  - (f) becomes aware of a Data Loss Event.
- 29.6 The Agency's obligation to notify under Clause 29.5 shall include the provision of further information to the Client in phases, as details become available.
- 29.7 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 29.5 (and insofar as possible within the timescales reasonably required by the Client) including by promptly providing:
- (a) the Client with full details and copies of the complaint, communication or request;
  - (b) 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;
  - (c) the Client, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Client following any Data Loss Event;
  - (e) 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.
- 29.8 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:
- (a) the Client determines that the processing is not occasional;
  - (b) 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
  - (c) the Client determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 29.9 The Agency shall allow for audits of its Data Processing activity by the Client or the Client designated auditor.
- 29.10 The Agency shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 29.11 Before allowing any Sub-processor to process any Personal Data related to this Call Off Contract, the Agency must:
- (a) notify the Client in writing of the intended Sub-processor and processing;
  - (b) obtain the written consent of the Client;

- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 29.11 such that they apply to the Sub-processor; and
- (d) provide the with such information regarding the Sub-processor as the Client may reasonably require.

29.12 The Agency shall remain fully liable for all acts or omissions of any Sub-processor.

29.13 The Agency 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).

29.14 The Parties agree to take account of any 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.

### **Publicity and Branding**

29.15 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.

29.16 The Agency will seek the Client's prior Approval before marketing their involvement in any Deliverable or draft Deliverable or entering into any industry awards or competition which will involve the disclosure of all or any part of any Deliverable or draft Deliverable.

## **30 RETENTION AND SET OFF**

30.1 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 Contract Charges.

30.2 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.

## **31 INCOME TAX AND NATIONAL INSURANCE CONTRIBUTIONS**

31.1 Where the Agency or any Agency personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Call-Off Contract, the Agency will:

- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, and
- (b) 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 in connection with the provision of the Services by the Agency or any Agency Personnel.

31.2 If any of the Agency Personnel is a Worker as defined in Call-Off Schedule 1 (Definitions) who receives consideration relating to the Services, then, in addition to its obligations under Clause 31.1, the Agency must ensure that its contract with the Worker contains the following requirements:

- (a) that the Client may, at any time during the Term, request that the Worker provides information to demonstrate how the Worker complies with the requirements of Clause 31.1, or why those requirements do not apply to it. In such case, the Client may specify the information which the Worker must provide and the period within which that information must be provided
- (b) that the Worker's contract may be terminated at the Client's request if:
  - (i) the Worker fails to provide the information requested by the Client within the time specified by the Client under Clause 31.2(a). and/or
  - (ii) the Worker provides information which the Client considers is inadequate to demonstrate how the Worker complies with Clause 31.2(a), or confirms that the Worker is not complying with those requirements
- (c) that the Client may supply any information it receives from the Worker to HMRC for the purpose of the collection and management of revenue for which they are responsible.

## **32 PREVENTION OF FRAUD AND BRIBERY**

- 32.1 The Agency represents and warrants that neither it, nor to the best of its knowledge any of its staff or Sub-Contractors, have at any time prior to the Effective Date:
- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; or
  - (b) been listed by any government department or agency as being 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.
- 32.2 The Agency must not:
- (a) commit a Prohibited Act; or
  - (b) do or suffer anything to be done which would cause the Client or any of the Client's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 32.3 The Agency shall during the Term:
- (a) establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
  - (b) keep appropriate records of its compliance with its obligations under 32.3 (a) and make such records available to the Client on request;
  - (c) if so required by the Client, within 20 Working Days of the Effective Date, and annually thereafter, certify to the Client in writing that the Agency and all persons associated with it or its Sub-Contractors or other persons who are supplying the Services in connection with this Call-Off Contract are compliant with the Relevant Requirements. The Agency shall provide such supporting evidence of compliance as the Client may reasonably request; and
- 32.4 have, maintain and (where appropriate) enforce an anti-bribery policy to prevent it and any Agency staff or Sub-Contractors or any person acting on the Agency's behalf from committing a Prohibited Act. This anti-bribery policy must be disclosed to the Client on request.
- 32.5 The Agency shall immediately notify the Client in writing if it becomes aware of any breach of Clause 32.1, or has reason to believe that it has or any of the Agency staff or Sub-Contractors have:

- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
  - (b) been listed by any government department or agency as being 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;
  - (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Call-Off Contract; or
  - (d) otherwise suspects that any person or Party directly or indirectly connected with this Call-Off Contract has committed or attempted to commit a Prohibited Act.
- 32.6 If the Agency makes a notification to the Client under to Clause 32.5, the Agency shall respond promptly to the Client's enquiries, co-operate with any investigation, and allow the Client to audit any books, records and/or any other relevant documentation in accordance with Clause 21 (Audit).
- 32.7 If the Agency breaches Clause 32.5, the Client may by notice:
- (a) require the Agency to remove any Agency Personnel whose acts or omissions have caused the Agency's breach from any Project; or
  - (b) immediately terminate this Call-Off Contract for material Default.
- 32.8 Any notice served by the Client under Clause 32.5 shall set out:
- the nature of the Prohibited Act;
  - the identity of the Party who the Client believes has committed the Prohibited Act;
  - the action that the Client has elected to take; and
  - if relevant, the date on which this Call-Off Contract shall terminate.

### **33 GENERAL**

- 33.1 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.
- 33.2 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.
- 33.3 Nothing in this Clause excludes liability for fraud or fraudulent misrepresentation.
- 33.4 Any entire or partial waiver or relaxation of any of the terms and conditions of this Call-Off Contract will be valid only if it is communicated to the other Party in writing, and expressly stated to be a waiver. A waiver of any right or remedy arising from a particular breach of this Call-Off Contract will not constitute a waiver of any right or remedy arising from any other breach of the same Call-Off Contract.
- 33.5 This Call-Off Contract does not constitute or imply any partnership, joint venture, agency, fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Call-Off Contract. Neither Party has, or has represented, any authority to make any commitments on the other Party's behalf.
- 33.6 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.

33.7 If any provision of this Call-Off Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from this Call-Off Contract. Any severance will not, so far as is possible, modify the remaining provisions. It will not in any way affect any other circumstances of or the validity or enforcement of this Call-Off Contract.

**34 DISPUTE RESOLUTION**

34.1 The Parties shall resolve Disputes in accordance with the Dispute Resolution Procedure.

34.2 The Agency shall continue to provide the Services in accordance with the terms of this Call-Off Contract until a Dispute has been resolved.

**35 GOVERNING LAW AND JURISDICTION**

35.1 This Agreement will be governed by the laws of England and Wales.

35.2 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.

## SCHEDULE 1

### DEFINITIONS AND INTERPRETATIONS

#### 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:

- (a) the Framework Agreement, except Framework Schedule 9 (Tender)
- (b) the Letter of Appointment (except the Agency Proposal)
- (c) the Call-Off Contract Terms
- (d) the applicable Brief(s)
- (e) the Agency Proposal, and
- (f) Framework Schedule 9 (Tender)

1.2 The definitions and interpretations used in this Call-Off Contract are set out in this Schedule 1.

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

1.4 Unless the context otherwise requires:

- words importing the singular meaning include where the context so admits the plural meaning and vice versa
- words importing the masculine include the feminine and the neuter and vice versa
- 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
- references to any person will include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind
- 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 re-enacted
- 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
- If a capitalised expression does not have an interpretation in Call-Off Schedule 1 (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.

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

**“Advertising Regulations”**

Any 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 company, partnership or other entity which at any time directly or indirectly controls, is controlled by or is under common control with the Agency, including as a subsidiary, parent or holding company.

**“Agency Confidential Information”**

Any information that the Agency gives 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 Materials”**

Those Materials specifically created by any officers, employees, sub-contractors or freelancers of the Agency for the purposes of a Project, whether or not these materials are incorporated into Deliverables during the Term. (Includes any Materials adapted, modified or derived from the Client Materials).

**“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 Proposal”**

The Agency’s solution in response to the Client’s Specification of Requirements, as set out in the Letter of Appointment.

**“Approval”**

Formal Approval from one Party to another, given in accordance with Clause 10.1 or 10.2.

**“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 (including the schedules attached) describing the relevant Project(s) as agreed and signed by the parties either as part of the Letter of Appointment or as a separate document under Clause 1.

**“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 Specification of Requirements”**

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 and/or providing any of the agreed Deliverables.

**“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 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 Data 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.

**“Confidential Information”**

The Client’s Confidential Information and/or the Agency Confidential Information.

**“Contract Charges”**

All charges payable by the Client for the Services provided under this Call-Off Contract calculated in accordance with Framework Schedule 3 (Charges Structure) and the Letter of Appointment including all Approved costs properly incurred by the Client including but not limited to all Expenses, disbursement, taxes, sub-contractor 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.

**“Controller”**

Has the meaning given in the GDPR.

**“Data Protection Legislation”**

- the GDPR, the LED and any applicable national implementing Laws as amended from time to time;
- the DPA to the extent that it relates to processing of personal data and privacy;
- all applicable Law about the processing of personal data and privacy;

**“Data Protection Officer”**

Has the meaning given in the GDPR

**“Data Subject”**

Has the meaning given in the GDPR

**“Data Subject Access Request”**

Means 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 failing to provide any Deliverables 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 Sub-Contractors 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

**“Deliverables”**

The advertising, creative and other materials which are to be provided by the Agency as specified in a Brief.

**"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 Call-Off Schedule 4 (Dispute Resolution Procedure).

**"DPA"**

Means the Data Protection Act 2018 as amended from time to time;

**"Effective Date"**

The date this Call-Off Contract starts, as set out in the Letter of Appointment.

**"EIRs"**

The Environmental Information Regulations 2004 together with any guidance and codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations.

**"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.

**"Framework Agreement"**

The framework agreement between Crown Commercial Services and the Agency reference number: RM3796 referred to in the Letter of Appointment.

**"Framework Prices"**

The maximum charges the Agency may charge as set out in Schedule 3 to the Framework Agreement.

**"Force Majeure"**

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

- 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 subcontractor'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

**“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.

**“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”**

Means the General Data Protection Regulation (Regulation (EU) 2016/679).

**“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.

**“Guarantee”**

A deed of guarantee that may be required under this Call Off Contract in favour of the Client in the form set out in Framework Schedule 9 (Guarantee) granted pursuant to Clause 3 (Call Off Guarantee).

**“Guarantor”**

The person, in the event that a Guarantee is required under this Call Off Contract, acceptable to the Client to give a Guarantee.

**“Impact Assessment”**

The assessment to be carried out by a Party requesting a Variation in accordance with Clause 9.4.

**“Information”**

The same meaning given under section 84 of the Freedom of Information Act 2000 as amended from time to time.

**“Insolvency Event”**

In respect of the Agency, where:

- a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986; or
- 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

- 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
- a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
- 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
- it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
- 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
- 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
- any event analogous to these listed in this definition occurs under the law of any other jurisdiction

#### **“Intellectual Property Rights” or “IPRs”**

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

#### **“Key Individuals”**

Individuals named by the Agency in the Letter or Appointment or Brief as having a major responsibility for delivering the Services.

#### **“Key Performance Indicator” or “KPI”**

The key performance indicators set out in Annex A of Schedule 14;

#### **"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.

#### **“LED”**

Means the Law Enforcement Directive (Directive (EU) 2016/680)

#### **"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.

**“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 18.1 and 18.3.

**“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.

**“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 2.3

**“Performance Management Regime”**

Has the meaning given to it in Schedule 14

**“Personal Data”**

Has the meaning given in the GDPR.

**“Personal Data Breach”**

Has the meaning given in the GDPR.

**“Processor”**

Has the meaning given in the GDPR

**“Prohibited Act”**

means any of the following:

- to directly or indirectly offer, promise or give any person working for or engaged by the Client and/or CCS or any other public body a financial or other advantage to:
- induce that person to perform improperly a relevant function or activity; or
- reward that person for improper performance of a relevant function or activity;
- to 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;
- committing 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 and supply Deliverables to 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.

**“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 21.

**“Rectification Plan”**

The rectification plan pursuant to the Rectification Plan Process.

**“Rectification Plan Process”**

The process set out in Clauses 5.8 to 5.14.

**“Regulations”**

Has the meaning given to it in Framework Schedule 1 (Definitions)

**“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;

**“Request for Information”**

A request for information or an apparent request relating to this Call-Off 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.

**“Service Failure”**

A failure by the Supplier to provide the Services in accordance with any KPI which results in a red rating as set out in Annex A to Schedule 14 (Performance Management Framework);

**“Services”**

The Services to be supplied by the Agency under this Call-Off Contract and in accordance with Framework Section 2, and as may be more particularly set out in the relevant Brief. This includes the provision of Deliverables.

**“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;
- relevant Government codes of practice and guidance applicable from time to time.

**“Statement of Work”**

For the purpose of this Call-Off Contract this has the same meaning as “Brief” and the terms shall be used interchangeably.

**“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.

**“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:

- (a) the Expiry Date or New Expiry Date; and
- (b) 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 the Deliverables 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.

**“Transparency Principles”**

The principles set out at <https://www.gov.uk/government/publications/transparency-of-suppliers-and-government-to-the-public> (and as may be amended from time to time) detailing the requirement for the proactive release of information under the Government’s transparency commitment to publish contract information

**“Transparency Reports”**

The information relating to the Services and performance of this Call-Off Contract which the Agency is required to provide to the CCS in accordance with its reporting requirements.

**“Variation”**

A change in this Call-Off Contract that is formally agreed by both Parties, as detailed in Clause 10.2.

**“Variation Form”**

The template form to process and record variations to this Call-Off Contract as set out at Schedule 5.

**“Worker”**

Any Agency personnel 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 the UK.

## **SCHEDULE 2**

### **SPECIFICATION OF SERVICES**

This Schedule sets out:

- The accountabilities of the Client; and
- The “Agency requirements” for this procurement. Please note that these are mandatory service requirements that the Agency will be expected to meet and provide.

## **1 EVENTS PROGRAMME MANAGEMENT AND DELIVERY**

### **Overarching**

#### **Live Marketing**

- 1.2. The Agency will provide expertise and capability to deliver events logistics and production to the highest of standards in this area and work with the Client to improve its skills. The Agency will deliver on the aspiration and ambitions of the Client making events in the Financial and Professional (FPS) sector a showcase of UK capability both to our UK customers and to the world, in order to significantly contribute to the Client’s strategic objectives.
- 1.3 The Agency will produce activities which make a real impact on the success of sector activity in creating business deals in the UK and around the world. Many activities will involve multiple stakeholders, multiple channels and be open to scrutiny by VIPs, the press, the sectors themselves and the public. The Client requires continuous innovation and first-class delivery from the Agency. Providing a key interface with industry and building a great reputation on quality and consistency is vital.

#### **Events Management and Delivery – General**

- 1.4 The Client’s Business Events Delivery team is responsible for developing and delivering an annual programme of overseas and domestic events and missions. This programme will be agreed with the Agency at the outset of the contract and reviewed regularly thereafter.
- 1.5 The Client currently commissions c.15 – 20 Financial & Professional Services events per year.
- 1.6 When required, the Agency will work with the Client’s network of accredited trade organisations, Trade Challenge Partners (TCPs), who also deliver event services or receive support from the Client in their own event activities.
- 1.7 The number of events, missions and activities in any year can vary, as can timescales, as outlined within the list of events that will be provided to the Agency by the Client at the outset of the contract date and updated as required during the contract term.
- 1.8 Live events within sectors form part of a marketing campaign rather than standalone activities. Showcase events may be the culmination of campaigns across markets and sectors. The Client is currently reorienting its schedule towards an emphasis on larger and more impressive events.
- 1.9 The Agency’s Head of Business Events Delivery and Business Event Producers will provide industry-leading expertise to the Client’s stakeholders and colleagues to improve the development of the Business Events proposition and deliver UK companies

the right opportunities at the right time.

1.10 The Client's Event Delivery Team will manage the day-to-day performance of the programme, working very closely with the Agency to improve programme planning while also seeking input from key internal and external stakeholders in developing the events programme in line with the overall strategy of the Communication & Marketing Directorate.

1.11 The role of the Agency's Live Marketing Event Producers is to manage the end-to-end life cycle of Business Events activity for The Client. They will work with the Agency to develop innovative event programmes that deliver against the customer proposition and meet the Client's objectives.

### **Client Event Producer Obligations**

1.12 The Client's Event Producer will:

Manage:

- The Agency's performance on a day-to-day basis to ensure quality of delivery and work with the Business Events Delivery team to manage any agency performance issues;
- Bid submissions from stakeholders to drive quality and consistency;
- Project budgets to drive efficiencies, value for money and value/benefit in kind;
- Stakeholder and account management across the Client to drive more effective event design and targeted propositions and long-term planning for the Agency;
- Partners and sponsors to maximise opportunities across the programme;
- All milestones to ensure timely and efficient delivery by the Agency and stakeholders alike.

Set:

- Clear briefs to the Agency that will enable them to deliver against the event objectives;
- Service Level Agreements (SLAs) and Key Performance Indicator (KPI) targets for each brief.

Perform:

- Assurances and mystery shopping across the programme;
- Analysis of customer feedback to shape the development of future events;
- Follow and update Standard Operating Procedures (SOPs) identifying improvements in the design and delivery of events;
- Share best practice with Other Government Departments (OGDs);
- Drive the digital agenda across the programme;
- Work effectively with other teams across the Communications and Marketing directorate.

### **Agency Obligations**

1.13 The Agency will:

Work effectively with:

- Event Producers to develop the most effective and innovative design for the event
- Other service providers, as required, in order to deliver against the Client objectives.

Manage:

- All pre-event, on site and post event delegate logistics to include, but not limited

to:

- Registration;
  - Venue sourcing and management;
  - Travel and accommodation where required;
  - Feedback management;
  - Collection of fees where required;
  - Inputting of customer data into the Client Customer Data Management System (CDMS) system;
  - A VIP concierge service for all event activity as and when required.
- During the delivery of Business Events work alongside key internal and external stakeholders from the sector i.e. FCA, City of London, Innovate Finance and London Partners etc to improve both domestic and global audience engagement;
  - The end-to-end budget and finance for all events;
  - Technical production;
  - Sponsorship activation.

Produce:

- Innovative content and speaker acquisition
- Relevant marketing and brand assets to include design and build of exhibition stands operating within the Client and GREAT/Ready to Trade brand guidelines;
- Management information (MI) which is readily accessible for review by the Client;
- Write and distribute post-event reports incorporating data collected and feedback from evaluation forms to feed back into a continuous improvement process.

## **Contract / Service Management**

### **Agency Obligations**

1.14 The Agency will provide appropriate management personnel and services to deliver the Services effectively. This will include, but is not limited to, the following management services:

- Executing the mobilisation activities to establish the Services under the contract and establish those Services over the Term;
- Management of the contract and Client;
- Financial management including managing audit requirements;
- Management of the Services provision;
- Leadership and expertise stemming from senior management of the Services;
- Providing a structured approach to delivering the Services that is appropriate to The Client's governance structure to manage the programme effectively (Schedule 13 of the draft terms and conditions);
- Executing accurate and timely provision of MI and other reporting, with insight and assessment of the programme and performance (Schedule 14 of the draft terms and conditions);
- Attending and reporting to Contract Review meetings and governance meetings (Schedule 13 of the draft terms and conditions);
- Providing appropriate training and development of staff to provide the Services;
- Applying high quality assurance and measurement across the delivery of the Services, including the management of risk;
- The Agency is required to undertake a six (6) monthly review of current activity and undertake market research and ongoing analysis to help shape the business events programme with the Client's Event Producers and Business Events Delivery team and

provide a market research report

This list is not exhaustive; The Agency will adopt a proactive approach.

- 1.15 The Agency will be both flexible in its ability to respond to fluctuations in demand and changes to the delivery plan and also help improve the strategic event planning capability of the Client.

## **2 CONTENT DEVELOPMENT**

- 2.1 The Client and the Agency will work to agree the objectives of each event and to agree the key messages, proposed content, speakers, customer profile and all other content requirements. There may be other key stakeholders, such as trade associations or industry organisations engaged to help develop the content.

### **Agency Obligations**

- 2.2 The Agency will take responsibility for working with all stakeholders to develop and manage engaging and appropriate content of events and missions in their remit.
- 2.3 The Agency will work with policy experts who do not have an event background and will improve and at times challenge the content that is produced and how it is presented.
- 2.4 The Agency will manage the timelines to ensure that content is developed in order to maximise business opportunities and that the Client's unique position to add value is leveraged in an appropriate manner.
- 2.5 The Agency will use effective negotiation and stakeholder management techniques and reasonable endeavours to resolve tensions between objectives, timelines and available budget.
- 2.6 The Agency will:
- (a) implement standardised processes,
  - (b) provide their own content specialists to provide expertise in this area (either in-house or explain where brought in), developing customer propositions, key messages
- and
- (c) work with others, as required, to design the most effective way of delivering these key messages to customers, through the right channels, at the right time and in the right environment.
- 2.7 The Agency will advise and deliver on digital content capture and delivery, including social media use pre event, live and post event.

### **Client Obligations**

- 2.8 The Client's Event Producers will work with the Agency to give content direction, agree key objectives and to make necessary introductions to key stakeholders and other suppliers to assist with the development of content.

### **Measurement**

- 2.9 The quality of the content will be assessed through data collection, evaluation forms and customer feedback sessions and through feedback from stakeholders.

### **3. STAKEHOLDER MANAGEMENT**

- 3.1 The Client helps businesses export and grow into global markets. The Client seeks to maintain close working relationships with stakeholders both in the UK and overseas.
- 3.2 Ultimately, the Client is responsible for promoting British trade across the world and ensuring the UK takes advantage of the huge opportunities open to it.
- 3.3 To enable the Client to do that, it has a number of complex relationships to manage in delivering the levels of business improvement necessary. Events are a primary interface with many stakeholders and require resourcing appropriately.
- 3.4 The Client has a broad range of stakeholders including Government Departments / Offices, devolved administrations, business representatives including Trade Associations and Accredited Trade Organisations (known as Trade Challenge Partners), Global Commercial partners, delivery partners, business networks, professional services such as lawyers and banks and the Client's customers – UK businesses.

#### **Agency Requirements**

- 3.5 A key element of stakeholder management is to ensure that there is a consistent tone and approach to managing stakeholders across all events agencies. Some stakeholders will interact with many or all of the Agencies and therefore it is important that each Agency collaborates with the Client and other event agencies to deliver a consistent, high quality experience.
- 3.6 The Agency will develop a good understanding of the Client's key stakeholders and the varied and complex ways they engage with the Client and other government departments. The Agency will work with the Client to maximise engagement with them to achieve the Client's strategic objectives and create positive relationships with them through the appropriate management of their expectations and agreed objectives.
- 3.7 The Agency shall work with a number of the Client's key stakeholders and will need to develop strong and effective working relationships with them in order to achieve the desired outputs.
- 3.8 The appointed Agency will work with the Business Events Delivery team to produce, maintain and ensure alignment with the Client's communications products, such as core scripts, Q&A briefings and website input.

#### **Client Accountabilities**

- 3.9 The Client's Business Events Delivery team will foster relationships and ensure ongoing positive engagement with stakeholders in support of the Client's strategic objectives, ensuring stakeholder strategy and communications are joined up with those of the wider organisation.

#### **Measurement**

- 3.10 The Client will design and implement Key Performance Indicators (KPI's) as part of the Performance Management Framework (PMF) for monitoring the effectiveness of Agency's' engagement approach via a range of feedback mechanisms to be agreed with the Events Team.
- 3.11 The Client will measure the Agency's performance by use of the PMF. Schedule 14 of the attached Draft Contract Terms contain the suggested KPIs to be used for the overarching contract, which are to be agreed following the first monthly service review following the go-live of the services.
- 3.12 With each event commissioned under the Contract, the Client will further implement bespoke KPIs relevant to that event. The Client is developing a library of specific KPIs to be used across events, to ensure consistency across events on evaluating success.

## 4 MANAGEMENT OF CUSTOMER DATA

- 4.1 A key requirement for the Client is the effective use of IT and communications to support delivery of events. Equally, digital delivery has become a major part of the delivery of the Client's business.
- 4.2 The Client currently operates several IT platforms that support all event marketing activity, including:
- Data hub
  - Event hub (via Aventri)
  - Asset Library
- 4.3 Other web presences include:
- [www.gov.uk/dit](http://www.gov.uk/dit): the Client's corporate web presence on-line includes the UK government's single digital platform
  - [www.great.gov.uk](http://www.great.gov.uk): This is the Client's promotional website for engaging with business in the UK and overseas. It hosts all of the Client's digital services provided to businesses.
- 4.4 The Agency should be conversant with government digital design principles set out at <https://www.gov.uk/service-manual> and government digital content guidelines on organising and writing copy for government web sites at <https://www.gov.uk/guidance/content-design>, including:
- The content lifecycle;
  - Planning content;
  - Content types;
  - Writing for GOV.uk;
  - Content maintenance;
  - The Agency will be required to provide its own staff with the appropriate ICT equipment and skills required to access the Client's web-based applications.

### Agency Requirements

4.5 After every event or mission customer data must be added to the the Client's data hub system within five (5) working days. This will be the responsibility of the Agency. The accuracy of this data is a key issue and one that must be maintained to a high standard by the Agency. Datahub data has significant importance as it feeds all key reporting for the Client. The Client will provide guidance and training on how to use datahub.

4.6 Specific IT and data security compliance must be adhered to. Note this is a manual process.

Each data entry will consist of but is not limited to:

- Event Title
- Venue
- Date
- First name
- Last name
- Email
- Job Title
- Company name
- Telephone number
- Address: Address line 1
- Address: Address line 2
- Address: Post / ZIP Code
- Address: City
- Address: County / State
- Address: Country
- Website (if available)
- Twitter handle (if available)
- Profile questions
- Sector information
- Size of company
- Exporter status

Accurate and timely inputting by the Agency, to the Datahub, will be a specific requirement and form part of the PMF.

## Client Accountabilities

- 4.7 Where the Client is managing the event activity they will provide all relevant information to the Agency in order for them to input customer data into the Datahub and evaluation reports.

## Measurement

- 4.8 A key measurement regarding the inputting of data will be accuracy and timeline requirements, as described within Schedule 14 of the attached Draft Contract Terms.

## 5 INCOME

### 5.1 Revenue generation – sponsorship, asset sales and other chargeable services.

The policy in this area is currently being developed, so any revenue generating activities will need to be agreed on an event by event basis and the services may not be limited to those outlined below.

The Client generates revenue from Events and Missions through cash or value in kind sponsorship, the sale of tangible assets or other chargeable services, where appropriate.

The Client's Central Revenue Generation Team (CRGT) is responsible for ensuring that all revenue generating activity is compliant with relevant policies and has appropriate governance.

Working with the Event Producer, the Agency will be responsible for leading on the development of a revenue generation strategy, where appropriate, for each event as part of the event planning process. That strategy should consider the following opportunities in order and be captured using a template, which will be issued by the CRGT.

- Cash sponsor/partnership for the whole event – is there an attractive sponsorship proposition that could be offered to suitable sponsors/partners that encompasses the whole event, e.g. 'Official Partner of the UK at...'
- Strategic activations (cash) – are there discrete activation opportunities that would be attractive to potential sponsors, i.e. networking events, drinks receptions, etc.
- Value in kind sponsorship – are there opportunities for interested companies to supply budgeted for items or supplementary items that would enhance the event.
- Missions – is there the potential for an accompanying mission, alongside the event, that companies would be interested in participating in.
- Sale of residual tangible assets - of tangible assets, such as event space, meeting rooms and event tickets.

### 5.2 Sponsorship

In order to ensure that sponsorship aligns with the wider Client programmes and that appropriate governance is applied, the seven (7) key stages of sponsorship are identified below, along with the owners/leads for each stage:

- **Opportunity Identification** (Client/Agency): In instances where the Agency is required to lead on opportunity identification, the Agency will identify any cash or value in kind sponsorship propositions (identifying both tangible and

intangible assets), agree relevant management information, agree value and target for the event (if applicable), place any opportunities onto the Client's event hub. All sponsorship propositions should comply with the Client's sponsorship ethics policy. This will be supplied by the CRGT.

- **Cash Sales** (Client): Agency to refer all sponsorship cash sales to the Client.
- **Value in Kind Sales** (Agency): Respond to any queries received through the Client's event hub, refer any agreements over £5000 in value to the Client for contracting purposes. Agency is responsible for value in kind sales below £5000 in value.
- **Accounting** (Client): Invoicing and receipting monies.
- **Relationship Management** (Client): Overall relationship management responsibility for any sponsors/partners.
- **Servicing/Contract Management** (Agency): Agency to liaise with sponsors and support the Client to ensure that all contractual sponsorship agreements are fulfilled. The Agency will need to ensure successful delivery of relevant sponsorship rights.

### 5.3 Missions

The roles and responsibilities regarding missions are as follows:

- **Opportunity Identification** (Client): The responsibility for identification of potential missions linked to any event resides with the Client and the relevant sector teams. However, as missions linked to events will usually involve attendance at the event, participation in networking events and the potential use of meeting space, the content of any mission should be agreed between the Event Producer, Sector team and the Agency. The Agency will be responsible for loading any opportunity onto the Client's event hub.
- **Sales** (Client): Identify and approach target companies. Respond to queries received through the Client's event hub.
- **Accounting** (Client): Invoicing and receipting monies.
- **Relationship Management** (Client): Overall relationship management responsibility for participating companies.
- **Servicing/Contract Management** (Agency): Agency to liaise with the Client's lead for the mission and ensure that any applicable contractual requirements are met.

The content of any mission should be agreed once sponsorship opportunities have been identified and agreed, to ensure that there are sufficient tangible assets.

### 5.4 Tangible Assets

The roles and responsibilities regarding tangible asset sales are as follows:

- **Opportunity Identification** (Client/Agency co-ownership): Tangible assets should have been identified in the initial stages of strategy development, so agreement is required on what residual assets can be offered through the Client's event hub.
- **Sales** (Agency): Respond to any queries received via the Client's event hub.
- **Accounting** (Client): Invoicing and receipting monies.
- **Servicing/Contract Management** (Agency): Agency to liaise with purchasers to ensure that assets are delivered.

## 5.5 Agency Requirements

The Agency is required to work with the Client's designated event producer to identify the tangible and intangible assets specific to the event, develop and agree any appropriate sponsorship propositions and will lead on using the Client's valuation methodology to agree their value and any over-arching event target for sponsorship revenue.

The agency is required to load all event and opportunity information onto the Client's event hub.

All propositions valued at over £5000 must be approved by the CRGT team.

The Agency will direct any companies expressing an interest in sponsorship to the Client's event hub in the first instance or to the CRGT if the opportunity has a value over £5000.

The Agency is required to work with the Client to support the servicing of sponsors and contract delivery through ongoing liaison with all sponsors at events and will ensure that the relevant applicable sponsorship rights contained within sponsorship agreements are delivered. Examples include, but are not limited to, the delivery of agreed levels of sponsor branding on site, managing sponsor hospitality and managing events on behalf of the sponsor.

Where items are supplied through 'value in kind' sponsorship, the Agency will manage all relevant necessary logistical arrangements (including agendas, delegate meetings, set up of content, etc.), deliver any applicable rights and will ensure it provides sufficiently detailed budgetary information to enable reporting on the cost saving.

## 5.6 Client Obligations

For each event the Client will ensure that the Agency has full details of any sponsor agreements, the applicable sponsor rights to be delivered and will make any necessary introductions.

Unless otherwise agreed by the CRGT, all sponsorship monies will be collected and processed by the Client, through either the Client's event hub or direct invoice.

# 6 MANAGEMENT OF EVALUATION

7.1 The Client uses two forms of evaluation around live events:

- Performance Impact Monitoring System (PIMS) data for its Management Information relating to the quality and customer satisfaction of activities that it carries out. PIMS data is collected by an independent company which contacts customers using the Point of Delivery (PoD) contact details and questions them on their experiences at the event attended. PIMS provides a large amount of high-quality information on a monthly basis but has one main limitation - an inability to drill down to a team or event level (due to a lack of statistical significance). It is independent of any event Agency and the Events team.
- A standard PoD questionnaire for all products - questionnaires are completed by customers at the event which enables us to measure quality and satisfaction at

individual event level in a timely manner. It supplies aligned information to PIMS on a shorter timescale.

- 7.2 To help try and improve completion rates, these PoD surveys have been shortened to a one (1) page format focussing on quality of service, customer satisfaction and expected value of any orders likely to be won as a result of attending the event or activity. Standardised questionnaires are provided for all Events and Missions.
- 7.3 These questionnaires are analysed by a third party and provide the Client with management information on a timescale and at a level of detail that is not possible through PIMS. Feedback is provided at an event, team and directorate level both in terms of overall scores and specific comments received. It will also soon be available by geographic market involvement.

### **Agency Requirements**

- 7.4 The Agency will distribute and collect the PoDs - to make sure that those delivering the event are aware of this requirement, distribute the forms to all attendees and encourage their completion. The Agency shall send the responses to a third party who will manage all reporting to the Events Team.

### **Client Accountabilities**

- 7.5 The Client will provide PoDs templates and all necessary information in order for the Agency to effectively manage the PoDs and assess all Events and Missions.
- 7.6 The Events Team will also carry out necessary audits of the reporting, as required

### **Measurement**

- 7.7 KPIs in terms of the number of PoDs returns and PIMS targets will be set at the outset of individual requirements / events. A library of KPIs to be used for each event commission is being developed by the Client and will be shared with the successful agency.

## **7 MANAGEMENT INFORMATION**

- 7.1 Performance measurement is important to the Client's Communication and Marketing. The aim is to be able to provide performance and evaluation information to relevant stakeholders both internally and externally in a consistent and clear way, so that people comprehend our measurements through dashboards.
- 7.2 Further, the Client wants to be able to demonstrate the impact of its communication and marketing activity all the way through a customer journey. The intention is to build a Performance Management Framework (PMF) that will allow for understanding performance, improving efficiency and evaluating against our objectives and targets.

### **Agency Requirements**

- 7.3 The Agency will be required to deliver information in accordance with Management Information (MI) requirements to include KPI reports in a timely manner as agreed in accordance with Schedule 13 and 14 of the attached Draft Contract Terms.

- 7.4 The Agency will be required to provide analysis of this information to enable meaningful decisions to be made for future delivery across all event Agencies and attend a quarterly all Agency meeting.
- 7.5 Financial forecasting is equally important to control budgets across the Client's organisation.

### **Client Accountability**

- 7.6 The Client's Business Events Delivery team will work with the Agency to provide all the relevant data (and specifically for events delivered internally or through other partners) required to input into the reporting systems.

### **Measurement**

- 7.7 The Agency will work with the Client to establish the best format for the management information to be presented, including reports against the specific KPIs in Schedule 14 of the attached Draft Contract Terms. To that end the development of the KPIs and reporting data requirements are likely to be reviewed and amended; however, the Agency will be given reasonable notice of KPI and reporting data requirement changes and will agree with the Agency as part of the monthly review meeting, the Client will have the final decision. The Client will work in partnership with the Agency to develop reporting requirements. Survey access is available through the Client's event hub from Aventri.

## **8 BRAND, MARKETING AND PRODUCTION ASSETS**

- 8.1 The Client currently procures brand and marketing assets through two (2) routes - through a separate framework operated by the content team, or through the existing currently appointed event delivery partner (and through new agencies following appointment).
- 8.2 All non-event marketing and brand assets will be managed directly by the Events team.
- 8.3 A considerable amount of stock is currently owned by the Client and managed by a service provider who produces, distributes and stores exhibition stands, sets, branded and promotional items as well as some audio-visual and furniture items. The Agency will be provided with a full stock list of stock that can be used via the AssetLibrary.
- 8.4 All Agencies will have access to the Client's central marketing repository (marketing resource centre).

### **Agency Requirements**

- 8.5 The Client have appointed a service provider to house and administer the current assets, an "Asset Agency". An audit of stock is to be undertaken to establish the quality of the assets and whether any assets should be transferred to this Agency. The service provider will design and produce all centrally held marketing and production assets. The Agency may still be instructed to design and produce some event specific assets.

- 8.6 The Asset Agency will collaborate with the Client, the Agency, Sector Event Agency and the Client's partners who may need access to the assets and manage a central diary from which assets can be booked and make arrangements for kit to be available for collection and return as required and that assets are left in a usable state with correct instructions and are checked on return. The requisitioning Agency will be responsible for collection, delivery, build and construction. It is critical that the Agency works in partnership with other Agencies.
- 8.7 As production of sector specific assets may still be required, the Agency will provide expertise demonstrating; design capability, high production values and the ability to work collaboratively to leverage assets to realise maximum value for money.
- 8.8 The requirement includes (but is not limited to) the design and production of the following:
- Exhibition stands and furniture;
  - Set and staging;
  - Audio-visual and other technical production items;
  - Event collateral – brochures, pads, pens, giveaways, gifts (infrequently used);
  - E-flyers and other marketing materials for recruitment (and follow up);
  - Registration materials; and
  - On site branding – pop up banners, signage, registration materials.
- 8.9 The Agency will operate under a non-exclusive licence to use the Client's brand for the duration of the relationship and the service will be marketed to comply with the Client's branding guidelines. Where required the Agency will work with the Client to gain necessary approvals on new brand items.
- 8.10 There are a number of occasions when the Client provides promotional items which serve both a marketing purpose and on occasion, a thank-you gift to those people that provide a service to the Client such as speaking at an event. The Agency will be responsible for the production of promotional items for specific events and missions.
- 8.11 The Agency will be responsible for designing and producing all event brochures (in pdf format, if used), related collateral and provide a storage facility for these assets as required. It is anticipated that more of these assets will be delivered through online solutions therefore the ability to deliver this Service should also be addressed in your response.
- 8.12 Design approach and solutions will highlight innovative techniques and approaches that will be applied.

#### **Client Accountabilities**

- 8.13 At the outset of every project a specific brief of requirements will be agreed.
- 8.14 Ensuring that all Agencies who have access to and use of the Client's assets have adequate insurance in place and make clear that care of the asset is owned by the Agency who is currently using Client assets.
- 8.15 The Client is responsible for the:
- Development of overall communication and marketing objectives through our series of major communication projects.
  - Development of national and international messaging.
  - Development of any generic marketing collateral should it be required.

- 8.16 The Events Team will provide guidelines for best practice for branding at Events and Missions.

**Measurement**

- 8.17 The quality, accuracy and consistency of all brand assets will be assessed throughout the duration of the contract and forms one of the KPIs in Schedule 14 of the attached Draft Contract Terms. It is expected that significant cost savings can be achieved in this area and targets will be agreed with the Agency within ninety (90) days of Contract signature.

## **9 TECHNICAL PRODUCTION**

- 9.1 Technical production requirements vary from a simple plasma screen to complex set and staging, multiple translations, live streaming and other online access requirements for large events.

**Agency Requirements**

- 9.2 The Agency will be required to provide end-to-end design and delivery of technical requirements of each activity within their section of the Events Programme.
- 9.3 Due to the high-profile nature of many Events production of a very high standard is required, and professional technical teams used to manage complex solutions and high-profile speakers are a key requirement.
- 9.4 It is anticipated that there will be an increased requirement for online content over time.
- 9.5 The Agency will be required to maintain a high standard of production values and improve speaker support to improve presentations and consistency in the quality of delivery.

**Client Accountabilities**

- 9.6 The Business Events Delivery team will provide a full brief of the outcomes required; however, it would be expected that the Agency would provide the design and technical expertise to recommend and deliver the most appropriate technical solution.

**Measurement**

- 9.7 The quality of the design and execution of the technical aspects of events will be assessed through stakeholder feedback.

## **10 MANAGEMENT OF EVENTS AND MISSIONS PROGRAMME LOGISTICS**

**Agency Requirements**

- 10.1 The Agency will have full accountability for the end-to-end delivery of logistics for all events including responsibility for communicating all events information to customers and their registration process.

- 10.2 There are frequently multiple large-scale events running concurrently and the Agency will need to be able to scale up accordingly while still providing consistent levels of staffing and skill across each project.
- 10.3 The Agency will implement the Client's Standard Operating Procedures (SOP) and meet the agreed KPIs in the contract, to drive a consistently high customer experience in line with the current process roadmap. The SOPs will be shared with the Agency.
- 10.4 The Communication and Marketing directorate will ensure that each event is positioned as part of a wider Major Communication Project (MCP) campaign, for which a campaign plan is available to the Agency. The Agency will be responsible to ensure the event plan is enacted, and the correct stakeholders are engaged pre and post event.
- 10.5 Requirements will include, but are not exclusive to:
- Venue sourcing and management;
  - End-to-end delegate management;
  - Design and management of all on-site logistics;
  - Effective management of local transportation requirements;
  - Sourcing and management of all catering requirements;
  - Sourcing additional venues for receptions, dinners and any other programme requirements;
  - Management of security requirements;
  - Management of speaker, stakeholder, Client and sponsor requirements;
  - Providing a VIP service to VIPs, key speakers and Ministers, frequently at short notice (to include transfers, restaurant and accommodation requirements, as required).

### **Client Accountabilities**

- 10.6 Client will provide a precise brief on all requirements and will facilitate introductions to relevant stakeholders as required.

## **11 DELEGATE MANAGEMENT AND COMMUNICATIONS**

- 11.1 The Client's events portal (Aventri) shows a calendar of activity and a customer can search for events and missions that they would wish to attend by sector, date or geography and register to be informed of upcoming events of interest. An overview of the Aventri events platform can be found in Appendix G.

### **Agency Requirements**

- 11.2 The Agency will manage all delegate communications.
- 11.3 The Agency will be required to work with the Client's central tool to upload events, promote events and handle event registrations. Whilst the tool is continually under development, access to view the current tool is <https://www.events.great.gov.uk/ehome/trade-events-calendar/home/>
- 11.4 This central tool will give customers and Client users consistency in experience and allow for business planning to continue.
- 11.5 The Agency will be required to use the system for all elements of delegate interaction and work may include:

- Upload all marketing materials
  - Upload the event programme;
  - Upload event details – locations, maps, venues etc.;
  - Upload speaker details and materials;
  - View and produce attendee reports;
  - Administer payments for events offline from the Client's portal;
  - Administer email marketing offline from the Client's portal, including social media;
  - Enter relevant profile data to feed the marketing segmentation analysis;
  - Provide feedback on Event delivery.
- 11.6 In order to track progress full project plans will be provided to the Client which should be easily accessible and with agreed PMF at the outset of every project.
- 11.7 The Agency will also be responsible for all delegate communications such as flyers, on site programmes, mission brochures etc. and specific briefs will be provided per event.

### **Client Accountabilities**

- 11.8 The Business Events Delivery team will provide a full brief, outline any specific requirements and agree event specific KPI's at the outset of every project.

## **12 IT AND COMMUNICATION MANAGEMENT**

- 12.1 A key requirement for the Client is the effective use of IT and communications to support delivery of its events as part of its programme of communication and marketing.
- 12.2 Helping companies to realise their ambitions will usually involve face-to-face contact. Equally, however, digital delivery has become a major part of the delivery of the Client's business.
- 12.3 The Client currently operates several IT platforms that support event activity, including:
- Data hub
  - Event hub via Aventri
  - Asset Library
- 12.4 Gov.UK; the Client's web presence is held on the Government single digital platform [www.gov.uk/dit](http://www.gov.uk/dit)
- 12.5 [www.great.gov.uk](http://www.great.gov.uk): This is our promotional website for engaging with business in the UK and overseas. It hosts all of the Client's digital services we provide to businesses.

### **Agency Requirements**

- 12.6 There is a requirement that all Events activities are uploaded on the Client's event hub.
- 12.7 The current platform, [www.events.great.gov.uk](http://www.events.great.gov.uk), is an event management system supplied by Aventri that includes:
- A home page containing overview listings of all live marketing activity across the year;
  - Search functionality enabling customers the Client's staff to search for events;

- Mini-sites containing details of individual events including programme and speaker information;
- A partnering registration system including profiles and the ability to request meetings;
- A registration and payment facility allowing companies to book places and, where relevant, make online payments for activities where a charge is levied;
- A content management system allowing suppliers to upload event information prior to publishing live to the site.

The Agency will be responsible for creating and submitting all information required to create an event listing or mini-site on the Client's events site. Required interactions to enable this will be:

- Name staff responsible for creating event content who may require administrative access to the system; and supply email addresses for each. These will be whitelisted, allowing relevant user permissions to be created where necessary;
- These users create and submit information about event activities, to the third party, allowing home page listings and mini sites to be created;
- Required data includes activity date, location, activity title, descriptive copy, pricing, registration start/end date, market(s) and sector(s).
- An event image, images or video can also be added as part of event listings and mini sites. This can be sourced from an image repository within the site, the marketing resource toolkit, or the Supplier can source from an image library with appropriate permissions e.g. own image library or stock usage, the Client has preferred arrangements with certain stock image libraries e.g. Getty Images. Use will always be subject to the Client's approval on suitability and budget.

12.8 The Agency must be conversant with Government digital design principles set out at <https://www.gov.uk/service-manual> and Government digital content guidelines on organising and writing copy for Government web sites at <https://www.gov.uk/guidance/content-design>, including:

- The content lifecycle;
- Planning content;
- Content types;
- Writing for Gov.uk;
- Content maintenance.

12.9 The Agency will provide its own staff with the appropriate ICT equipment and skills required to access the Client's web-based applications.

12.10 The Agency must ensure that the ICT equipment / services provided:

- Meet government standards (e.g. to safeguard the Client's commercially sensitive data, portable devices such as laptops must utilise whole disk encryption that conforms with the FIPS 140-2 standard and office-based networks should be subjected to independent security tests); and
- Initially utilise Internet Explorer version 11 or above; and Microsoft Office 2013 or above to ensure compatibility with the Client's systems and software.

12.11 All IT systems used for mobile, office-based and online systems must be fully patched, supported and maintained by the Agency.

- 12.12 It will be the responsibility of the Agency to provide IT equipment support to their own users. The Agency will build appropriate financial and human resources to support this area and any associated IT services which are necessary to support the successful delivery of the activity.
- 12.13 The Agency will be provided training on the new system enabling them to upload event data and create event listings and access (where required) registration and partnering meeting systems.
- 12.14 The Agency will be required to supply details of all security cleared team members requiring access to the system back end to upload event content as part of their programme of activities.

### **Event Platform Overview**

- 12.15 An overview of the events platform can be found in Appendix G and access to the customer facing platform can be found [here](#).
- 12.16 The Agency will be responsible for creating and submitting all information required to create an event listing or mini-site on the Client's events site. Technical management, hosting and creation of the event site will be managed a third party who the Agency must interface with. Required interactions to enable this will be:
- Name staff responsible for creating event content who may require administrative access to the system; and supply email addresses for each. These will be whitelisted, allowing relevant user permissions to be created where necessary;
  - These users create and submit information about live marketing activities, to the third party, allowing home page listings and mini sites to be created;
  - Required data includes activity date, location, activity title, descriptive copy, pricing, registration start/end date, market(s) and sector(s).
  - An event image is also required as part of event listings and mini sites. This can be sourced from an image repository within the site, the Marketing Resource Toolkit, or the Agency can source from an image library with appropriate permissions e.g. your own image library or stock usage. The Client has preferred arrangements with certain stock image libraries e.g. Getty Images. Use will always be subject to the Client's on suitability and budget.

### **Security and Data Handling**

- 12.17 The Agency and their staff will have access to the Client's IT systems and commercially sensitive information (including finances, sensitive personal information). The Agency must conduct appropriate employment screening on staff involved on this Contract. This will need, as a minimum, to meet the Client's Baseline Personal Security Standard, i.e. to include: 1. verification of identity; 2. verification of employment history; 3. verification of nationality, residence and the right to work in the UK; and 4. Verification of any unspent criminal record history.
- 12.18 The Agency will ensure these checks are complete before staff commence work. Comprehensive records must be maintained. Any issues / concerns over the eligibility of staff to work on this Contract must be brought to the attention of the Client. The Client reserves the right to conduct security audits of staff records and to refuse access to the Client's systems to any member of the Agency's staff without giving a reason.
- 12.19 The Agency must comply with the General Data Protection Regulations (GDPR) 2018 and not use personal data acquired from this Procurement or any awarded Contract for any other purpose without written permission of the Client and permission of the owner of the personal data, and, if such permission is given, updating the specific data

protection schedule within the attached Draft Contract Terms. The Agency will adhere to meet specific requirements on the handling of client data which will be set out by the Client.

- 12.20 The Agency must provide a named individual who will responsible for the Client's data. Any security breach that comes to light must immediately be notified to the Client with a record of the response, and evidence of preventative and improvement measures taken.

#### **Client Accountabilities**

- 12.21 The Client maintains the right to perform security audits on the entirety of the Agency's operations that maintain data for the execution of the agreement in accordance with the Contract.

- 12.22 Access will be provided to an online 'Responsible for Information' e-learning tool. All Agency staff handling the Client's data must undertake this training module and pass the associated assessment to demonstrate their level of understanding of the subject. This assessment must be repeated on an annual basis.

### **13 GOVERNANCE AND ACCOUNTABILITY**

#### **Agency Requirements**

- 13.1 The Agency is to comply with the Governance requirements as described below. In addition, the Agency is to meet the following requirements in the delivery of Services:
- To have in place clear, robust and fully accountable governance arrangements for the delivery of the Services;
  - To have in place, or have access to, necessary support services including IT, personnel, administration and finance;
  - To deliver Services under the Client's brand. The Client will not accept joint branding on any service delivery or related activity. The Agency will operate under the Client's brand and only the Client's brand will be used on e-mails, business cards, marketing materials, displays, booklets, leaflets etc. Use of the brand will require the approval of the Client.
  - To have clear and robust internal processes and procedures and staff that are fully accountable delivering and managing the Services to protect the Client's reputation.
- 13.2 The Agency is to adhere to the Client's Governance arrangements, as further described within Schedule 13 of the attached Draft Contract Terms, input Management Information and participate in actions arising as required at governance meetings with relevant staff in attendance as required by the Client. All Governance meetings are subject to change at the Client's discretion.

#### **Continuation of Business During Transition**

- 13.1 The Agency will be required to implement the Services in accordance with the Contract once awarded. The Agency will cooperate with the current Agency to ensure a smooth transition of Services with the minimum impact on the Client's customers.
- 13.2 Following award of Contract and prior to the transition and implementation phase, the Agency will produce and submit a detailed implementation plan outlining key

milestones, roles and responsibilities, how the Agency will work with the incumbent Agency and any identified risks and the mitigation to manage these.

## **14 SECURITY ACROSS ALL LEVELS OF EVENTS**

- 14.1 Security must be considered as a matter of priority. This is not just in the physical security or the protection of equipment used or deployed. It should also encompass personnel and prevent unauthorised access to sensitive material and protect against those that would seek to harm people, property and the reputation of the UK Government.

## **15 DATA PROTECTION**

- 15.1 The Agency must comply with the General Data Protection Regulation 2016/679 and not use personal data acquired from this contract for any other purpose without written permission of the Client. The Agency will adhere to meet specific requirements on the handling of the Client's data in line with the latest regulations.
- 15.2 The Agency will be required to evidence a suitable Data Handling Policy, covering protocols for different types of visitors and delegates, is in place which sets out data handling processes and procedures. This must conform to ISO 27001 or equivalent standards.
- 15.3 The Agency will only retain customer data when needed to conduct the business of this requirement. The Client's data hub should be kept up-to-date and data should be completely purged from any of the Agency's computers with no backups held – once data has been successfully inputted into The Client's data hub.
- 15.4 Schedule 8 of the attached Draft Contract Terms what the Data Processing Agreement between the Client (DIT) and any awarded Agency will be.

**SCHEDULE 3:****STAFF TRANSFER****1. DEFINITIONS**

In this Call-Off Schedule 3, the following definitions shall apply:

<b>“Admission Agreement”</b>	The agreement to be entered into by which the Agency agrees to participate in the Schemes as amended from time to time;
<b>“Eligible Employee”</b>	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the Admission Agreement;
<b>“Employee Liabilities”</b>	<p>all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:</p> <ul style="list-style-type: none"> <li>(a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;</li> <li>(b) unfair, wrongful or constructive dismissal compensation;</li> <li>(c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;</li> <li>(d) compensation for less favourable treatment of part-time workers or fixed term employees;</li> <li>(e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;</li> <li>(f) employment claims whether in tort, contract or statute or otherwise;</li> </ul> <p>any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;</p>
<b>“Fair Deal Employees”</b>	those Transferring Client Employees who are on the Relevant Transfer Date entitled to the protection of New Fair Deal and any Transferring Former Agency Employees who originally transferred pursuant to a Relevant Transfer under the Employment Regulations (or the predecessor legislation to the Employment Regulations), from employment with a public sector employer and who were once eligible to participate in the Schemes and who at the Relevant Transfer Date become entitled to the protection of New Fair Deal;

<b>“Former Agency”</b>	an agency supplying services to the Client before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such agency (or any sub-contractor of any such sub-contractor);
<b>“New Fair Deal”</b>	the revised Fair Deal position set out in the HM Treasury guidance: <i>“Fair Deal for staff pensions: staff transfer from central government”</i> issued in October 2013;
<b>“Notified Sub-Contractor”</b>	a Sub-Contractor identified in the Call-Off Schedule 15 to whom Transferring Client Employees and/or Transferring Former Agency Employees will transfer on a Relevant Transfer Date;
<b>“Replacement Sub-Contractor”</b>	a sub-contractor of the Replacement Agency to whom Transferring Agency Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
<b>“Relevant Transfer”</b>	a transfer of employment to which the Employment Regulations applies;
<b>“Relevant Transfer Date”</b>	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
<b>“Schemes”</b>	the Principal Civil Service Pension Scheme available to employees of the civil service and employees of bodies under the Superannuation Act 1972, as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Scheme and (ii) Death Benefits Scheme; the Civil Service Additional Voluntary Contribution Scheme; and the 2015 New Scheme (with effect from a date to be notified to the Agency by the Minister for the Cabinet Office);
<b>“Service Transfer”</b>	any transfer of the Services (or any part of the Services), for whatever reason, from the Agency or any Sub-Contractor to a Replacement Agency or a Replacement Sub-Contractor;
<b>“Service Transfer Date”</b>	the date of a Service Transfer;
<b>“Staffing Information”</b>	in relation to all persons identified on the Agency's Provisional Agency Personnel List or Agency's Final Agency Personnel List, as the case may be, such information as the Client may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymised format: <ul style="list-style-type: none"><li>(a) their ages, dates of commencement of employment or engagement and gender;</li><li>(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;</li><li>(c) the identity of the employer or relevant contracting party;</li><li>(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;</li></ul>

- (e) their wages, salaries and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

**"Agency's Final Agency Personnel List"**

a list provided by the Agency of all Agency Personnel who will transfer under the Employment Regulations on the Relevant Transfer Date;

**"Agency's Provisional Agency Personnel List"**

a list prepared and updated by the Agency of all Agency Personnel who are engaged in or wholly or mainly assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Agency;

**"Transferring Client Employees"**

those employees of the Client to whom the Employment Regulations will apply on the Relevant Transfer Date;

**"Transferring Former Agency Employees"**

in relation to a Former Agency, those employees of the Former Agency to whom the Employment Regulations will apply on the Relevant Transfer Date; and

**"Transferring Agency Employees"**

those employees of the Agency and/or the Agency's Sub-Contractors to whom the Employment Regulations will apply on the Service Transfer Date.

## 2. INTERPRETATION

Where a provision in this Call-Off Schedule 3 imposes an obligation on the Agency to provide an indemnity, undertaking or warranty, the Agency shall procure that each of its Sub-Contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Client, Former Agency, Replacement Agency or Replacement Sub-Contractor, as the case may be.

## **PART C**

### **NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF SERVICES**

#### **1. PROCEDURE IN THE EVENT OF TRANSFER**

- 1.1 The Client and the Agency agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Client and/or any Former Agency.
- 1.2 If any employee of the Client and/or a Former Agency claims, or it is determined in relation to any employee of the Client and/or a Former Agency, that his/her contract of employment has been transferred from the Client and/or the Former Agency to the Agency and/or any Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
  - 1.2.1 the Agency shall, and shall procure that the relevant Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Client and, where required by the Client, give notice to the Former Agency; and
  - 1.2.2 the Client and/or the Former Agency may offer (or may procure that a third party may offer) employment to such person within fifteen (15) Working Days of the notification by the Agency or the Sub-Contractor (as appropriate) or take such other reasonable steps as the Client or Former Agency (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Client and/or the Former Agency), the Agency shall, or shall procure that the Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the fifteen (15) Working Day period specified in Paragraph 1.2.2:
  - 1.4.1 no such offer of employment has been made;
  - 1.4.2 such offer has been made but not accepted; or
  - 1.4.3 the situation has not otherwise been resolved,the Agency and/or the Sub-Contractor may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

#### **2. INDEMNITIES**

- 2.1 Subject to the Agency and/or the relevant Sub-Contractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 2.4, the Client shall:
  - 2.1.1 indemnify the Agency and/or the relevant Sub-Contractor against all Employee Liabilities arising out of the termination of the employment of any employees of the Client referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Agency takes, or shall procure that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities; and
  - 2.1.2 subject to paragraph 3, procure that the Former Agency indemnifies the Agency and/or any Notified Sub-Contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Agency made pursuant to the provisions of Paragraph 1.4 provided that the

Agency takes, or shall procure that the relevant Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.

- 2.2 If any such person as is described in Paragraph 1.2 is neither re employed by the Client and/or the Former Agency as appropriate nor dismissed by the Agency and/or any Sub-Contractor within the fifteen (15) Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Agency and/or the Sub-Contractor (as appropriate) and the Agency shall, or shall procure that the Sub-Contractor shall, comply with such obligations as may be imposed upon it under Law.
- 2.3 Where any person remains employed by the Agency and/or any Sub-Contractor pursuant to Paragraph 2.2, all Employee Liabilities in relation to such employee shall remain with the Agency and/or the Sub-Contractor and the Agency shall indemnify the Client and any Former Agency, and shall procure that the Sub-Contractor shall indemnify the Client and any Former Agency, against any Employee Liabilities that either of them may incur in respect of any such employees of the Agency and/or employees of the Sub-Contractor.
- 2.4 The indemnities in Paragraph 2.1:
- 2.4.1 shall not apply to:
- (a) any claim for:
    - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
    - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,  
in any case in relation to any alleged act or omission of the Agency and/or any Sub-Contractor; or
  - (b) any claim that the termination of employment was unfair because the Agency and/or any Sub-Contractor neglected to follow a fair dismissal procedure; and
- 2.4.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Agency and/or any Sub-Contractor to the Client and, if applicable, Former Agency within 6 months of the Call-Off Commencement Date.

### **3. PROCUREMENT OBLIGATIONS**

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

## **PART D**

### **EMPLOYMENT EXIT PROVISIONS**

#### **1. PRE-SERVICE TRANSFER OBLIGATIONS**

- 1.1 The Agency agrees that within twenty (20) Working Days of the earliest of:
  - 1.1.1 receipt of a notification from the Client of a Service Transfer or intended Service Transfer;
  - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of this Call-Off Contract;
  - 1.1.3 the date which is twelve (12) months before the end of the Term; and
  - 1.1.4 receipt of a written request of the Client at any time (provided that the Client shall only be entitled to make one such request in any six (6) month period),it shall provide in a suitably anonymised format so as to comply with the DPA, the Agency's Provisional Agency Personnel List, together with the Staffing Information in relation to the Agency's Provisional Agency Personnel List and it shall provide an updated Agency's Provisional Agency Personnel List at such intervals as are reasonably requested by the Client.
- 1.2 At least thirty (30) Working Days prior to the Service Transfer Date, the Agency shall provide to the Client or at the direction of the Client to any Replacement Agency and/or any Replacement Sub-Contractor:
  - 1.2.1 the Agency's Final Agency Personnel List, which shall identify which of the Agency Personnel are Transferring Agency Employees; and
  - 1.2.2 the Staffing Information in relation to the Agency's Final Agency Personnel List (insofar as such information has not previously been provided).
- 1.3 The Client shall be permitted to use and disclose information provided by the Agency under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Agency and/or Replacement Sub-Contractor.
- 1.4 The Agency warrants, for the benefit of the Client, any Replacement Agency, and any Replacement Sub-Contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1, the Agency agrees, that it shall not, and agrees to procure that each Sub-Contractor shall not, assign any person to the provision of the Services who is not listed on the Agency's Provisional Agency Personnel List and shall not without the Approval of the Client (not to be unreasonably withheld or delayed):
  - 1.5.1 replace or re-deploy any Agency Personnel listed on the Agency Provisional Agency Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;
  - 1.5.2 make, promise, propose or permit any material changes to the terms and conditions of employment of the Agency Personnel (including any payments connected with the termination of employment);
  - 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Agency Personnel save for fulfilling assignments and projects previously scheduled and agreed;

- 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Agency's Provisional Agency Personnel List;
- 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or
- 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Agency's Provisional Agency Personnel List save by due disciplinary process,

and shall promptly notify, and procure that each Sub-Contractor shall promptly notify, the Client or, at the direction of the Client, any Replacement Agency and any Replacement Sub-Contractor of any notice to terminate employment given by the Agency or relevant Sub-Contractor or received from any persons listed on the Agency's Provisional Agency Personnel List regardless of when such notice takes effect.

- 1.6 During the Term, the Agency shall provide, and shall procure that each Sub-Contractor shall provide, to the Client any information the Client may reasonably require relating to the manner in which the Services are organised, which shall include:
  - 1.6.1 the numbers of employees engaged in providing the Services;
  - 1.6.2 the percentage of time spent by each employee engaged in providing the Services; and
  - 1.6.3 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Agency shall provide, and shall procure that each Sub-Contractor shall provide, all reasonable cooperation and assistance to the Client, any Replacement Agency and/or any Replacement Sub-Contractor to ensure the smooth transfer of the Transferring Agency Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Agency Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within five (5) Working Days following the Service Transfer Date, the Agency shall provide, and shall procure that each Sub-Contractor shall provide, to the Client or, at the direction of the Client, to any Replacement Agency and/or any Replacement Sub-Contractor (as appropriate), in respect of each person on the Agency's Final Agency Personnel List who is a Transferring Agency Employee:
  - 1.7.1 the most recent month's copy pay slip data;
  - 1.7.2 details of cumulative pay for tax and pension purposes;
  - 1.7.3 details of cumulative tax paid;
  - 1.7.4 tax code;
  - 1.7.5 details of any voluntary deductions from pay; and
  - 1.7.6 bank/building society account details for payroll purposes.

## **2. EMPLOYMENT REGULATIONS EXIT PROVISIONS**

- 2.1 The Client and the Agency acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Call-Off Contract or otherwise) resulting in the Services being undertaken by a Replacement Agency and/or a Replacement Sub-Contractor. Such change in the

identity of the Agency of such Services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Client and the Agency further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Agency and the Transferring Agency Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Agency and/or a Replacement Sub-Contractor (as the case may be) and each such Transferring Agency Employee.

- 2.2 The Agency shall, and shall procure that each Sub-Contractor shall, comply with all its obligations in respect of the Transferring Agency Employees arising under the Employment Regulations in respect of the period up to (but not including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the Transferring Agency Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Agency and/or the Sub-Contractor (as appropriate); and (ii) the Replacement Agency and/or Replacement Sub-Contractor.
- 2.3 Subject to Paragraph 2.4, where a Relevant Transfer occurs the Agency shall indemnify the Client and/or the Replacement Agency and/or any Replacement Sub-Contractor against any Employee Liabilities in respect of any Transferring Agency Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:
- 2.3.1 any act or omission of the Agency or any Sub-Contractor whether occurring before, on or after the Service Transfer Date;
- 2.3.2 the breach or non-observance by the Agency or any Sub-Contractor occurring on or before the Service Transfer Date of:
- (a) any collective agreement applicable to the Transferring Agency Employees; and/or
- (b) any other custom or practice with a trade union or staff association in respect of any Transferring Agency Employees which the Agency or any Sub-Contractor is contractually bound to honour;
- 2.3.3 any claim by any trade union or other body or person representing any Transferring Agency Employees arising from or connected with any failure by the Agency or a Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
- 2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Agency Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
- (b) in relation to any employee who is not a Transferring Agency Employee, and in respect of whom it is later alleged or determined

that the Employment Regulations applied so as to transfer his/her employment from the Agency to the Client and/or Replacement Agency and/or any Replacement Sub-Contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;

- 2.3.5 a failure of the Agency or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Agency Employees in respect of the period up to (and including) the Service Transfer Date);
  - 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Agency or any Sub-Contractor other than a Transferring Agency Employee for whom it is alleged the Client and/or the Replacement Agency and/or any Replacement Sub-Contractor may be liable by virtue of this Call-Off Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
  - 2.3.7 any claim made by or in respect of a Transferring Agency Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Agency Employee relating to any act or omission of the Agency or any Sub-Contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Client and/or Replacement Agency to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Agency and/or any Replacement Sub-Contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:
- 2.4.1 arising out of the resignation of any Transferring Agency Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Agency and/or any Replacement Sub-Contractor to occur in the period on or after the Service Transfer Date; or
  - 2.4.2 arising from the Replacement Agency's failure, and/or Replacement Sub-Contractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5 If any person who is not a Transferring Agency Employee claims, or it is determined in relation to any person who is not a Transferring Agency Employee, that his/her contract of employment has been transferred from the Agency or any Sub-Contractor to the Replacement Agency and/or Replacement Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
- 2.5.1 the Client shall procure that the Replacement Agency shall, or any Replacement Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Agency; and
  - 2.5.2 the Agency may offer (or may procure that a Sub-Contractor may offer) employment to such person within fifteen (15) Working Days of the notification by the Replacement Agency and/or any and/or Replacement Sub-Contractor or take such other reasonable steps as it considers

appropriate to deal with the matter provided always that such steps are in compliance with Law.

- 2.6 If such offer is accepted, or if the situation has otherwise been resolved by the Agency or a Sub-Contractor, the Client shall procure that the Replacement Agency shall, or procure that the Replacement Sub-Contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.
- 2.7 If after the fifteen (15) Working Day period specified in Paragraph 2.5.2 has elapsed:
- 2.7.1 no such offer of employment has been made;
- 2.7.2 such offer has been made but not accepted; or
- 2.7.3 the situation has not otherwise been resolved
- the Client shall advise the Replacement Agency and/or Replacement Sub-Contractor, as appropriate that it may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.
- 2.8 Subject to the Replacement Agency and/or Replacement Sub-Contractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Agency shall indemnify the Replacement Agency and/or Replacement Sub-Contractor against all Employee Liabilities arising out of the termination pursuant to the provisions of Paragraph 2.7 provided that the Replacement Agency takes, or shall procure that the Replacement Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.9 The indemnity in Paragraph 2.8:
- 2.9.1 shall not apply to:
- (a) any claim for:
- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- in any case in relation to any alleged act or omission of the Replacement Agency and/or Replacement Sub-Contractor; or
- (b) any claim that the termination of employment was unfair because the Replacement Agency and/or Replacement Sub-Contractor neglected to follow a fair dismissal procedure; and
- 2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Agency and/or Replacement Sub-Contractor to the Agency within six (6) months of the Service Transfer Date.
- 2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Agency or any Sub-Contractor nor dismissed by the Replacement Agency and/or Replacement Sub-Contractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Agency Employee and the Replacement Agency and/or Replacement Sub-Contractor shall comply with such obligations as may be imposed upon it under applicable Law.
- 2.11 The Agency shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations and shall perform and

discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of the Transferring Agency Employees before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

2.11.1 the Agency and/or any Sub-Contractor; and

2.11.2 the Replacement Agency and/or the Replacement Sub-Contractor.

2.12 The Agency shall, and shall procure that each Sub-Contractor shall, promptly provide to the Client and any Replacement Agency and/or Replacement Sub-Contractor, in writing such information as is necessary to enable the Client, the Replacement Agency and/or Replacement Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Client shall procure that the Replacement Agency and/or Replacement Sub-Contractor shall promptly provide to the Agency and each Sub-Contractor in writing such information as is necessary to enable the Agency and each Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

2.13 Subject to Paragraph 2.14, where a Relevant Transfer occurs the Client shall procure that the Replacement Agency indemnifies the Agency on its own behalf and on behalf of any Replacement Sub-contractor and its sub-contractors against any Employee Liabilities in respect of each Transferring Agency Employee (or, where applicable any employee representative (as defined in the Employment Regulations) of any Transferring Agency Employee) arising from or as a result of:

2.13.1 any act or omission of the Replacement Agency and/or Replacement Sub-Contractor;

2.13.2 the breach or non-observance by the Replacement Agency and/or Replacement Sub-Contractor on or after the Service Transfer Date of:

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

(b) any custom or practice in respect of any Transferring Agency Employees which the Replacement Agency and/or Replacement Sub-Contractor is contractually bound to honour;

2.13.3 any claim by any trade union or other body or person representing any Transferring Agency Employees arising from or connected with any failure by the Replacement Agency and/or Replacement Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

2.13.4 any proposal by the Replacement Agency and/or Replacement Sub-Contractor to change the terms and conditions of employment or working conditions of any Transferring Agency Employees on or after their transfer to the Replacement Agency or Replacement Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Agency Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;

- 2.13.5 any statement communicated to or action undertaken by the Replacement Agency or Replacement Sub-Contractor to, or in respect of, any Transferring Agency Employee on or before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Agency in writing;
  - 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
    - (a) in relation to any Transferring Agency Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
    - (b) in relation to any employee who is not a Transferring Agency Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Agency or Sub-Contractor, to the Replacement Agency or Replacement Sub-Contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
  - 2.13.7 a failure of the Replacement Agency or Replacement Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Agency Employees in respect of the period from (and including) the Service Transfer Date; and
  - 2.13.8 any claim made by or in respect of a Transferring Agency Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Agency Employee relating to any act or omission of the Replacement Agency or Replacement Sub-Contractor in relation to obligations under regulation 13 of the Employment Regulations.
- 2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Agency and/or any Sub-Contractor (as applicable) whether occurring or having its origin before, on or after the Relevant Transfer Date, including any Employee Liabilities arising from the failure by the Agency and/or any Sub-Contractor (as applicable) to comply with its obligations under the Employment Regulations.



**SCHEDULE 4:****DISPUTE RESOLUTION PROCEDURE**

1. Nothing in this dispute resolution procedure will prevent the Parties from seeking an interim court order restraining the other Party from doing any act or compelling the other Party to do any act.
2. The obligations of the Parties under this Call-Off Contract will not be suspended, cease or be delayed during a dispute.
3. If any dispute arises between the Parties in connection with this Call-Off Contract, they must try to settle it within 20 Working Days of either Party notifying the other of the dispute.
4. If the Parties have not settled the Dispute in accordance with paragraph 3 above, they must notify CCS of the details of the Dispute and escalate the dispute to the Client Representative, the Agency Representative and CCS who will have a further 10 Working Days from the date of escalation to settle the dispute.
5. If the dispute cannot be resolved by the Parties within 30 Working Days of the notice given under paragraph 3 above, they must refer it to mediation, unless the Client considers that the dispute is not suitable for resolution by mediation.
6. If a dispute is referred to mediation, the Parties must:
  - appoint a neutral adviser or mediator (the "**Mediator**"). Ideally, Parties will agree on this appointment. If they are unable to agree upon a Mediator within 10 Working Days of the proposal to appoint a mediator, or the chosen Mediator is unable or unwilling to act, either Party may apply to the Centre for Effective Dispute Resolution to appoint a Mediator
  - meet with the Mediator within 10 Working Days of the appointment, to agree how negotiations will take place and relevant information will be exchanged
7. Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it will be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
8. If the Parties reach a resolution, a written agreement may be produced for both Parties to sign. Once signed, this agreement will be binding on both Parties.
9. If the Parties fail to reach a resolution, either Party may invite the Mediator to provide a non-binding but informative opinion in writing. This opinion will be provided without prejudice and cannot be used in evidence in any proceedings relating to this Call-Off Contract without the prior written consent of both Parties.
10. If the Parties fail to reach a resolution within 90 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then the dispute may be referred to arbitration, unless the Client considers that it is not suitable for resolution by arbitration.
11. If a dispute is referred to arbitration, the Parties must comply with the following provisions:
  - the arbitration will be governed by the provisions of the Arbitration Act 1996
  - the London Court of International Arbitration (LCIA) procedural rules will apply, and are deemed to be incorporated into this Call-Off Contract. It however there is any conflict between the LCIA procedural rules and this Call-Off Contract, this Call-Off Contract will prevail
  - the decision of the arbitrator shall be binding on the Parties (in the absence of any material failure by the arbitrator to comply with the LCIA procedural rules)

- the tribunal shall consist of a sole arbitrator to be agreed by the Parties
- if the Parties fail to agree on the appointment of the arbitrator within 10 Working Days or, if the person appointed is unable or unwilling to act, LCIA will appoint an arbitrator, and
- the arbitration proceedings shall take place in a location to be agreed between the Parties.

**SCHEDULE 5: VARIATION FORM**

No of Call Off Letter of Appointment being varied:

.....

Variation Form No:

.....

BETWEEN:

The Secretary of State for the Department for International Trade ("**the Client**")

and

Identity Holdings Limited ("**the Agency**")

1. This Call-Off Contract is varied as follows and shall take effect on the date signed by both Parties:

***[Insert details of the Variation]***

2. Words and expressions in this Variation shall have the meanings given to them in this Call-Off Contract.
3. This Call-Off Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Client

Signature

Date

Name (in Capitals)

Address

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

Signed by an authorised signatory to sign for and on behalf of the Agency

Signature

Date

Name (in Capitals)

Address

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**SCHEDULE 6: ADDITIONAL CLAUSES  
NOT USED**

**CALL OFF SCHEDULE 7: MOD DEFCONS AND DEFFORMS**

**NOT USED**

**SCHEDULE 8: AUTHORISED PROCESSING TEMPLATE**

1. The contact details of the Client Data Protection Officer is:

[REDACTED]

[REDACTED]

2. The contact details of the Agency Data Protection Officer is:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

<b>Contract Reference:</b>	<b>CR_281</b>
<b>Date:</b>	<b>01 April 2019</b>
<b>Description Of Authorised Processing</b>	<b>Details</b>
Identity of the Controller and Processor	<p>Client as Controller</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Agency is the Processor.</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation:</p> <p>(a) the Client is the Controller and the Agency is the Processor for the following Personal Data under this Contract:</p> <p>(i) <b>[Insert scope of Personal Data which where the purposes and means of the processing is determined by the Client</b></p>
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service to the Client and to a greater extent business and members of the public.

Duration of the processing	The Contract Duration and any extensions
Nature and purposes of the processing	<p>The nature of the processing includes collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data.</p> <p>The purpose of the data processing is in relation to the delivery of events, managing event attendees (usually employees of businesses attending events), in relation to employment of event delivery and management staff, including those of the Client, the Agency, any sub-contractors, venue owners, or event owners.</p>
Type of Personal Data	Name, addresses, phone numbers, emails and images
Categories of Data Subject	Staff, event attendees, employees of businesses, members of the public that attend events
Plan for return and destruction	During termination of the agreement, the Controller and Processor will agree the method and timeframe for the return and destruction of any personal data not qualified for storage beyond the term of the agreement.

**SCHEDULE 9**

**AGENCY RESPONSE**

Identity delivers a customer-centric approach to account management, firmly based on integrity, transparency and collaboration. Our business model has been developed to deliver an agile, flexible and scalable approach to managing client needs, guaranteeing operational effectiveness and exceptional value for money. When managing a client event programme, Identity pays attention to the full campaign cycle, where an event fits into it and contributes and how this builds to future success. We currently manage annual event programmes for clients including the Royal Navy and RAF, UK Hydrographic Office, global medical supplier DJO and Shearwater, the world-leader in marine acquisition. We delivered 400 events in 2019 as varied as producing the 70<sup>th</sup> anniversary NATO Leaders' Meeting on behalf of the FCO, an innovative and engaging event for Google Healthcare and Life Sciences customers alongside enriching the customer experience by maximising the digital footprint at Amsterdam conference for FIDI, the global alliance of international removal companies. We are frequently delivering events in the same space as DIT such as the exhibition stand and presentations at 2020 Bett Global for Cisco Meraki, MIPIM and the IFB with Liverpool Vision.

Our established methods enable creativity and innovation, key requirements from all of our clients, and are linked strongly to positive return on investment. Creativity is also about value for money and performance improvement. We are practitioners of the Design Sprint, a five-day process that shortcuts months of time into a single week, answering critical business questions through defining, prototyping and testing ideas. A recent example of our application of this process has been in our design and implementation of the digitally immersive ocean experience for the Norwegian pavilion to be unveiled at Expo 2020 Dubai.

However, in order to support getting quickly up to speed with DIT, although the full design sprint process would be a fantastic opportunity for everyone to drive through the line innovation, in practice we recommend engaging your event and sector teams with a condensed version called Lightning Decision Jams. This would look like:



- Problem-solving skills: a toolbox to pinpoint challenges that laser focuses the path to innovation with maps and targets
- Idea generating skills: ways to rapidly ideate in a workshop by avoiding 'group think' and focusing on individuals working towards a common target
- Decision-making skills: idea agnostic voting methodologies with key decision-makers to drive forward the products and services that can be validated
- Executions skills: 90% of innovative ideas that come to fruition rely solely on the execution being performed effectively. We can deep dive into methodologies like Agile and Lean development cycles

We are very aware of the changing demand pattern for all DIT events. Aside from your usual challenges with approval cycles, multiple demands across sectors on your budgets and partner support expectations, we will be dealing with some of the most demanding and high-profile sectors. The Brexit implications, especially to the financial sector, may require agility with content and indeed the whole programme. With government activity under scrutiny we ensure events meet targets and maximise opportunities.

To build and manage operational capacity for delivery of the programme, Identity proposes a core account team including a dedicated Account Director supported by a live events team covering all requirements – Production Manager and Event Director who are retained for 40% and 20% of the year respectively. An identified Deputy Account Director will step into the role to cover annual leave or absences ensuring consistent high-quality service levels. This 'ring-fences' your core team from other client demands and maximises their growing industry knowledge. An expert delivery team will support the implementation of individual



events, allowing the Account Director to remain focused on client and programme management and to proactively engage and support your own Event Producer in managing the Sector teams to achieve your objective of early strategic planning. This model already supports clients including the Cabinet Office (development of an integrated events strategy) and UKHO (delivery of an international events programme). In addition, we have carefully selected a strategy and innovation team to proactively drive and develop creativity and improvements across the programme. We 100% commit to the availability of appropriate resources who will understand this approach with full access to all in-house services underpinned by strong Account Management ensuring this is achievable.



We specifically appoint a board director to act as Executive Sponsor for DIT; this will be Managing Director, [REDACTED] offers 15 years of experience in strategy and events and will attend key meetings, challenge and continuously coach our own team and be your ultimate point of escalation. He will assure the financial management and audit requirements of the contract. [REDACTED] will also invest time so that our Senior Leadership Team understand DIT's priorities to provide strategic direction and guidance through the life of the contract. This dynamic management model guarantees clear lines of communication and accountability, supported by robust project management delivering continuous improvement and outstanding quality assurance, clearly defined efficiencies and embedded added value. We use PRINCE2 principles and have robust production and reporting processes including transparent financial reporting, project change notice system, weekly project status reports, contact reports, milestone schedules and onsite situation reports.

Identity is operationally effective because of our people who continuously deliver exceptional service and outstanding results. We invest in people and attract leading industry experts. Our values are centred on TRACC: teamwork, responsibility, ambition, creative and caring. This underpins recruitment, performance management and our competency-based training and development programme. TRACC improves Identity's company-wide operational effectiveness and efficiency, allowing for continuous improvement, increased value and cost saving opportunities for our clients.

Identity recognises it is important to identify and anticipate the peaks and troughs across the contract. Inevitably there will be short notice events requiring immediate mobilisation, but there will also be major events, which will require longer lead times for planning and where we can identify the likely demands and deploy resource to deliver these, thus ensuring the contingency resource is available to support short notice events. We operate to an 80% capacity rate for in-house resource ensuring we always have contingency to support short notice operational requirements. Where required, the team will be deployed to deliver longer term activities for DIT, to support the core team in peak periods. However, we are effective in reallocating resource to reflect changes in programmes, scaling up or down as require.

Identity acknowledges that there will be a need to mobilise immediately for short notice events or when there is a significant change to an existing event. Our experience of working with government for over 20 years has demonstrated that events on the world stage can have a direct impact on programmes, so we have a robust methodology to manage change. We have put this approach into practice most recently in response to COVID-19 and its impact on event programmes worldwide, working alongside clients and suppliers to adapt and overcome effectively and at speed. Proposing digital solutions including webinars and virtual conferences to achieve objectives and communicate to target audiences.

You will see that Identity does not separate value for money from performance: we embed both in every stage of the above processes. Our commercial arrangements with suppliers are price benchmarked either per job or annually as appropriate to achieve savings and best

value. During our recent delivery of the NATO Leaders' Meeting, Identity managed logistics requirements including accommodation, catering and travel for a team of over 800. To deliver optimum value, Identity secured accommodation in the Premier Inn and Travelodge. Due to the volume of rooms required, our extensive buying power and well-honed negotiation skills, Identity secured hotel rooms significantly below the market rate advertised and negotiated favourable payment and cancellation terms, making a significant saving.

We are committed to driving value for money across the contract and will take a holistic approach across the programme to realise cost savings and efficiencies. Identity has robust international partnerships and a global supply chain, meaning we can deliver globally at a local level with exceptional value for money. Where possible, we will review the programme as a whole and consider where it is appropriate to identify international hubs for construction and storage of assets, not only reducing freight costs but also supporting our environmental policy on actively reducing our carbon footprint. This approach was integral to deliver the global fan zone activation for the Formula E Motorsport Tour; an international educational piece on technology and motivation behind the Formula E concept and brand across 12 global locations including Rome, Berlin, Paris, New York and Hong Kong. However, it is not always more cost-efficient to build locally, so we will always weigh up the costs of in-region build versus build and freighting from the UK to determine the best solution. Identity has its own production and warehouse facilities and can therefore guarantee full control on cost, quality and output for new assets built by Identity. When there is a need for a new asset, Identity will consider how this can be used across multiple events to deliver excellent ROI for DIT and before we commit to new asset production, we will liaise with all other DIT live event agencies to ensure there is no suitable asset available for use. As we also offer extensive warehousing and refurbishment capabilities, we can amortise these costs across the programme to deliver additional value.

We recognise the current unprecedented UK position and the need to be alive to a potential requirement to suspend all services. It is very likely in this instance that there will be events which will be underway. To reduce financial risk to DIT, Identity will proactively manage our supply chain and only commit to costs when it is necessary to do so.

Identity will operate as prime contractor for all services outlined, with support from our global network of trusted partners/suppliers to supply locally sourced equipment, construction and transport. Our supplier relationship and governance team ensure and document that any delivery to DIT is compliant to our agreed standards and best market rate guarantee.

We recognise the importance of close working relationships. DIT will have the opportunity to meet our recommended team in advance, allowing time for adjustments as required. Identity will execute the transition plan with meticulous precision to ensure a seamless handover between the incumbent and Identity. We recognise the sensitivities surrounding the transition phase and will demonstrate respect and integrity throughout.

We note and accept undertaking all obligations within the requirement dovetailing our reporting with their expectation. We propose a communications strategy, managed by our Account Director, [REDACTED], to ensure the DIT event and sector teams are aware of the agency change. This will be supplemented by a transition strategy managed by [REDACTED] who has successfully worked on many transitions in short notice periods, avoiding disruption to any existing programme requirements.

A robust onboarding process is important. Our team has been integral in developing our tender response and therefore we can commence deep-dive onboarding immediately. This will ensure our team is fully compliant and familiar with the processes, reporting and the DIT organisational structure. We understand the principles of the GREAT brand as we have delivered events supported by GREAT including the recent VisitBritain ExploreGB. We always anticipate levels of complexity, challenges and restrictions by brand application. Our experienced Account Director who is familiar with complex stakeholder networks from working on the London Olympic bid will quickly establish a stronghold in areas such as Lord Mayor's office for financial sector events.

Identity has delivered marketing and content strategy, production asset development and brand implementation within live environments for over 20 years for a range of clients including Apple, Siemens and Cisco. Our extensive public sector portfolio includes Cabinet Office, VisitBritain, FCO, MOD and DEFRA. Recent examples include working with:

- the FCO to develop content for the NATO Leaders' Meeting
- the Royal Navy and RAF to develop event content, branding, digital production assets and digital marketing for the MOD's UK-wide recruitment outreach programme
- the new National Leadership Centre to develop content for their events strategy

### Content Development & Delivery Process

We propose a model of content development to improve quality and outcome. In partnership with and building on existing stakeholder relationships, we will introduce an independent, customer-led, research-focused content development methodology, undertaking research with existing and potential DIT event customers, around which content will be designed. This approach is supported with the implementation of relevant tools, both proprietary and licensed. For example, the compelling digital content we captured and produced for VisitBritain's ExploreGB 2019 which, is still being used to promote 2020's event, was managed using the collaborative Frame.io cloud-based video workflow platform.

We will create campaign-led, ROI focused, content, prioritising the production of agenda headlines and speakers to secure interest and commitment, and create a strong proposition. We know that content development needs to be delivered to strict timelines. From the outset, timelines are managed to ensure indicative content research is conducted in time to

inform business case development. Our continuous resource planning means we have a highly agile in-house extended team with the capacity to respond with flexibility and speed.



### Working with DIT Stakeholders to Develop the Customer Proposition

To ensure targeted and effective content, designing a customer proposition is key. Therefore, working alongside DIT, we will drive a programme from the out-set managed by the Account Director but supported by the Strategy and Innovation Team, to engage key stakeholder organisations and partners, ensuring in-depth understanding of their specific areas of interest and identify the content development resource they can best provide. Full use of DIT's external network and media experts will support the integration of critical insights about cultural and market preferences and identify innovative effective platforms, opportunities and mechanisms for delivering messages. We will supplement this with independent content development research, a key part of our model, along with tools to help agnostic decision-making, ensuring content has editorial independence and market focus.

### Obtaining and Engaging Third Parties & Sector Thought Leaders

We are subscribed to multiple trend watching outlets to inform our strategy around key developments in the relevant industries, including Sifted, TechCrunch and IFN Fintech, alongside key influencers and thought leaders on social media, blogs and podcasts such as [REDACTED]. For the recent delivery of the National Leadership Forum, we identified key thought leaders in line with the customer proposition and secured [REDACTED] to host the event. We recommend exploration of new engagement techniques and suggest there may be value in inviting proposed third party thought leaders to a series of exclusive DIT supper-clubs or sofa-sessions, themed to



represent the FPS sectors / geographic connections DIT is fostering. At these informal yet informative sessions, a taste of DIT's value is brought to life through conversation and presentations by DIT representatives, UK innovators and global partners. These sessions become the 'recruitment' opportunities that ultimately draw thought leaders into synonymous partnership with DIT. Sessions will be augmented by a series of exclusive, inspiring invitation-only online gatherings or communities for thought leaders to meet government representatives and engage personally with innovators, wealth creators and investors. These will also be a content-generating tool. Onboarded thought leaders will be engaged in supporting and contributing to a range of communications outputs, digital and physical – including dynamic podcast and/or vlog series, plus live streaming from the events. The engagement of FPS influencers from the UK and elsewhere will bring gravitas to DIT's footprint and outreach activity. Identity will provide a Logistics Manager to manage the logistics and procurement of thought leaders and other third parties. We will also provide access to a Content Producer to vet and review content before being distributed or published. Input from third parties and thought leaders will be scored and evaluated with feedback sessions with Identify and DIT. Identity have established connections within fintech and will leverage these to further build relationships with pioneers and innovators within FPS sub-sectors including cryptocurrency and digital cash, blockchain, smart contracts, open banking, insurtech, regtech and cybersecurity. DIT will be positioned as a conduit for enduring partnerships between target trade interests and UK enterprises founded on shared vision, mutual respect and insights. This positioning inspires contributors to recognise that they are being invited to be part of a future that is focused on transformational and beneficial change for the global community.

### Asset Production Management

Identity recognises asset design and production must be streamlined to ensure value for money and demonstrate excellent ROI. We recommend an annual audit of the current DIT assets to ensure they meet strategic objectives. We will move to digital assets where possible, especially as image use licences are often time-constrained or become outdated.

To optimise the successful development and delivery of content and the capture of event assets, the content marketing strategy is divided into three distinct, important tranches:

- **Pre-Event:** the identification and setup of digital content and collateral that can readily be implemented into social media, newsletters and other digital outposts
- **Live:** digital assets captured and shared during and after (determined pre-event)
- **Post-Event:** modifying assets to re-share and repurpose to maintain momentum

We will provide a Content Producer (CP) for digital or a Production Manager (PM) for physical, planning, management and production of assets using the OASIS framework and setting milestones from the outset. SMART objectives will be set to clearly define: the role of the assets; required lifespan; audience(s); regions for deployment and budget. The strategy for asset production will include a detailed analysis of existing audience insight and data so audience motivations and behaviours are fully understood. If appropriate, we will commission market research, focus groups or pilot schemes to gather data and further insight. Strategy will be informed by sector experts and stakeholder thought leadership, exploiting DIT's unique market position. The CP or PM will oversee the final stages of the technical design process, introducing skilled build/developer resources at the appropriate time to ensure design principles are understood and carried through to production. They will manage the production through in-house resources, supported by our trusted supply chain when required. Identity has in-house capabilities including CAD, 3D, 2D, art working, video production, web/ app development and VR and AR design, enabling us to mobilise quickly and efficiently to content requests including concepts, storyboarding, development, studio/location shoots, editing and post-production. We will provide hosting, support, maintenance and development of existing DIT digital applications as required, alongside training, mentoring and workshops. Once a physical asset has been deployed, Identity provides management, checking and storage services, if required. Our warehouse team will

ensure assets are maintained in a usable state with correct instructions and checks upon return, making repairs as needed.

### Maintaining Brand Compliance

Identity has decades of experience in brand implementation using our ISO9001 quality management process to ensure brand compliance and checking protocols comply with DIT brand guidelines. Through a consistent design team, we will ultimately be in the position of brand guardians implementing internal controls including proofing, sign-off and version control. We will review and evaluate DIT content and creative ensuring branding looks and feels consistent and the same tone of voice is used across all platforms. We will implement new brand items and assets consistent with your guidelines. Our PM or CP will communicate objectives and strategy during the planning stages ensuring all parties understand the outcomes. In 2018 we created the international brand guidelines for the Harley-Davidson Global Tradeshow Manual and due to its success it has been adapted and rolled out globally. Harley-Davidson attends a large volume of events across a diverse geography and the guidelines gave clarity and reassurance to stakeholders that the brand was always represented in-line with objectives.

### Delivering More Content Digitally

Identity's team of digital specialists are experts in the full delivery of on-time and appropriate digital solutions, including research and data, development, design, UX/UI, content, production and delivery. We would support DIT's objectives of delivering more content digitally via the implementation of digital across the entire event lifecycle, reducing traditional dependencies (for example, signage and print) in favour of agile digital content that drives considerable added value. Our digital first approach offers numerous benefits to our clients, including speed, flexibility and sustainability. For FIDI, the global alliance of international removal companies, we developed a bespoke delegate management system, app and evaluation dashboard which, alongside the use of digital signage, overhauled their reliance on third-party systems and traditional messaging formats, delivering value for money.

**Event Assets & Toolkit:** Identity will create a theme for each event in collaboration with DIT's event-specific objectives. We will produce a toolkit including event identity lock-up, PowerPoint template and social media assets with dedicated hashtags and teaser content. This will be sent to all contributors for collaboration, overseen by the Event Director and Content Producer working closely with DIT, to ensure content objectives are adhered to.

**Event App:** developed and managed by Identity, facilitating delegate content consumption and social sharing via pre-populated templates i.e. thought leadership stats/quotes.

**Social Media:** our in-house digital marketing team can guide each event's marketing strategy to develop a full on-brand and strategically led social media campaign. Using opportunities pre, during and post-event to maximise ROI and social amplification and facilitate audience interactivity through the event app so all players (sponsors, customers, delegates) are brought into the conversation. This also creates sponsorship value.

**Video:** real-time streaming of video content is highly effective at driving engagement inside and outside events. We would implement a strategy of capturing engaging live footage of events, including speaker, sponsor and customer features. Content can be distributed on all key social platforms and repurposed (YouTube, web, blog) post-event.

**Audience Engagement:** appropriate technology and tools to both drive and manage audience engagement at events is key and will generate interesting content that can be used post-event or live through user-generated content. This can include physical activations such as social media walls, interactive touchscreens, object recognition tables, video and photo-booths, green screens, VR, AR and mixed reality. Our development and creative teams have a wealth of expertise to design, build and implement bespoke solutions.

**Post-Event:** we will work with DIT to collate all content and data generated from the marketing strategy and the event itself to either push repurposed or generate new content to maintain engagement levels.

The transition of the contract to Identity and establishing a steady state will be a period of change. However, we have successfully managed large-scale transitions previously through a strong strategic approach and the implementation of robust proven processes. Part of this process is the identification and application of an effective strategy to engage stakeholders both within and outside of DIT during this time, to avoid any impact on key relationships, goodwill and event outcomes. We will develop a stakeholder engagement strategy and communications plan that will identify risk, minimise disruption and give assurance to stakeholders. This was proven successful in the transition of the Royal Navy and RAF account, liaising with Air Commercial, MOD, other agencies, national and central client teams as well as external stakeholders including suppliers, partners and sponsors.

### Initiating & Driving Relationships

Successful DIT live events delivery relies on the effective collaboration of a broad and complex set of stakeholders, internally and externally of DIT. To enable us to understand the approach to communication with DIT's key stakeholders and to ensure consistency, we will undertake a stakeholder identification and profiling exercise. This will include existing DIT strategic partners and determine further stakeholders who may be able to provide tangible value to DIT's activities and their preferred mode of communication. Working alongside DIT, together we will determine how contact should be initiated and the next steps.

Identity has developed and evolved its approach to stakeholder management based on extensive experience of delivering HMG events. Most recently we have completed the event strategy for the inaugural National Leadership Forum (NLF) that included hundreds of pan-government and public sector stakeholders, through implementation of regular scheduled meetings, who's who guides, communicating our services and remits by detailed roles and responsibilities documents this supported effective working relationships. The delivery of the ExploreGB event for VisitBritain involved coordination with a number of key stakeholders including VisitBritain, Merlin Group, the ICC Harrogate and key suppliers.

To support a consistent and coordinated approach, we recommend the introduction of a digital solution to house a central stakeholder database, providing access to real-time stakeholder information, contact history and plans. Identity has many years' experience in the development of bespoke, user-friendly digital systems and apps and we will work closely with DIT to develop an appropriate solution to meet needs. Our stakeholder plan will cover:

- The identification of a dedicated stakeholder lead from within the DIT team, to allow us to work in line with existing protocol, avoid duplication and avoid confusion to stakeholders who may have many contact points within DIT
- One single central contact within Identity to ensure that a consistent approach is taken to all key stakeholders especially within industry
- Proactive approach to establishing meetings with partners, networks and trade associations to facilitate positive engagement, networking and information sharing
- Drop-in sessions for internal stakeholders
- Regular stakeholder management-focused meetings, to identify best practice stakeholder engagement and to share contacts, opportunities and best practice opportunities ensuring a consistent high-quality experience for stakeholders which is also clear on achievement of agreed objectives and outputs
- The creation of standardised documents, 'one voice', core scripts, Q&A briefing and website input with detailed objectives and measurable KPIs aligned with the PMF
- Close collaboration with stakeholders to ensure they will be supported (where they have little experience of events) and challenged with regular face-to-face meetings and update calls
- Circulation of agreed action points/deadlines in meeting minutes within 24 hours

Best practice will be shared via the development and implementation of a management information portal that would support contract operation across DIT's different stakeholders,



including sharing important information between other event deliverers and DIT leadership. This system would expedite processes and reduce management time while also hosting the stakeholder mapping/management system described earlier.

Effective external partnerships are crucial with the professional services and financial sectors. We understand these sectors are extremely diverse, multi-faceted and need niche solutions. This is important to recognise as the typical Trade Challenge Partner model is a complex solution. We are aware of existing strong connections, for instance with the City of London and the Lord Mayor's role as international ambassador for the UK's financial and professional services sector. DIT has a responsibility across the UK to devolved administrations and the Northern Powerhouse (important to Fintech, for example) and Midlands Engine and we will reflect this responsibility in our research and approach.

As Identity's approaches to content development and customer recruitment are closely linked to stakeholders, this will give us a purposeful platform for introduction. It will be essential that we communicate effectively with these stakeholders to reassure them of their continued importance as a content resource and to clearly describe to them the ongoing process for engagement. Working alongside DIT, we will work to engage all key stakeholder organisations and bodies so that we have an in-depth understanding of their specific areas of interest and identify the content development resource they would be able to provide. This process will manage transition and help establish productive ongoing relationships. This will be achieved through individual meetings and group stakeholder engagement events. Relevant stakeholders will also be engaged on an event by event basis so that we have access to the best information about a particular issue or a specific business sector.

Where multiple stakeholders have an interest or involvement in a specific event or series of events, we will initiate a steering committee or advisory group structure. This provides an excellent mechanism to deliver accountability and transparency.

Equally, Identity is aware that all stakeholders have agendas of their own, which may or may not align with those of DIT and the Business Events Delivery team. Our standardised planning approach, clear objective setting and open communication with DIT will help ensure DIT goals are met and that events have editorial independence and market focus.

Of course, not all stakeholders will be from the UK. We will ensure that the most effective and appropriate communication methods are utilised when dealing with all stakeholders, and that information is provided in an understandable and culturally appropriate manner.

### Government VIP Protocols

We have extensive knowledge of government VIP protocols, having worked with current senior government Ministers, No. 10, the Ministry of Defence, the Cabinet Office, Royal Navy and Royal Air Force. More recently managing high-profile VVIPs for the NATO Leaders Meeting involving world leaders including The President of the United States UK Prime Minister as well as Ministerial attendance at the inaugural National Leadership Forum. For these contracts and for DIT we respond flexibly to schedule changes and understand the need for political awareness and the attention to detail required to ensure that VIP presence is maximised. Identity assigns a single point of contact to liaise with stakeholders in the relevant teams and we will similarly deploy a team member to manage and oversee all government VIP requirements. Identity's dedicated VIP liaison will create briefing and protocol documents of all VVIPs for on-site staff briefing, ensure titles/names are correct and brief any dedicated event staff on specific protocol or cultural considerations to ensure VVIPs are taken on a journey from the moment they arrive.

The discretion and political awareness of our staff means that they are agile and highly skilled at managing relationships across the Whitehall/public sector landscape. Identity is therefore well-equipped to play a strong strategic role in supporting senior decision-makers to manage complex networks of stakeholders in the specific area of co-ordinating for live events. All protocols learned are stored in our central knowledge pool for any Identity team members and the proposed DIT team have been chosen due to their first-hand knowledge of

working with government. As part of onboarding, we would establish how we work with your own DIT ministerial VIP visits and events team to ensure we understand your own nuances.

Identity understands how DIT's programme of events and activities are delivered through multiple suppliers bringing specialist knowledge and sector experience. As a strategic supplier, we will share information with other suppliers and event agencies, sharing best practice to foster a culture of continuous improvement through collective critical reflection.

Through collaboration and flawless project management, we will help DIT build and maintain stakeholder relationships which, in turn will help to maximise further opportunities for DIT.

### Event Services Suppliers Collaboration

As this contract is a multi-sector programme, we understand the need to collaborate with the DIT sector-specific teams to exploit their knowledge and experience as subject matter experts. We recognise the ability to work with CCS framework suppliers and we wholly support this; our established relationship with Bray Leino will enable us to work collaboratively and provide a joined-up approach where appropriate. We also anticipate that there will be a need to collaborate with other DIT departments such as finance, brand and digital. We recommend that we host a half-day drop-in session at DIT to introduce the core Identity team supported by the Senior Leadership and Strategy and Innovation teams, demonstrating why we are the partner of choice. This will enable familiarisation and knowledge sharing to forge relationships and strengthen our partnership. We take this highly effective approach for our key accounts to start long lasting, successful working practices.

In addition to monthly meetings, we recommend that we issue a weekly programme status report which will include the latest information on the status of all forthcoming events, key signoffs for the week ahead, updated timelines and risks. These can then be cascaded to the relevant teams. The project status report can sit on our secure online digital portal where key members have access to sign-off documents and commenting.

We have chosen our proposed team specifically because of their knowledge of government complexity and experience of annual global event programmes. The core team will offer consistency across the contract delivery enabling learnings and knowledge to be applied throughout, constantly maximising opportunities of immersion into the DIT culture.

Identity's Account Director [REDACTED], will oversee stakeholder management across all live events. [REDACTED] has been selected due to her expertise in complex multiple stakeholder management across a variety of sectors including her experience working with bid partners, the Mayor's office, LOCOG and multiple venues and suppliers for London's Olympic bid and various stakeholders to support an internationally sponsored activation for Hertz at Wimbledon. Along with strong production knowledge, [REDACTED] has significant experience in the development of productive and effective working relationships and will be the direct lead and liaison with DIT and other government departments. [REDACTED] has also worked within multi agency teams collaborating effectively to deliver integrated campaign programmes and has a keen level of commercial awareness. When it is required, our Director of Live Events, [REDACTED], who has collaborated with a number of high-level stakeholders including No 10, Ministers and special advisors will also support with senior stakeholder engagement.

The Production Manager, [REDACTED], has also been selected due to her knowledge and experience in government stakeholder management, having successfully managed key stakeholders whilst delivering the DfT Get Ready for Brexit Campaign, liaising with FCO and other government departments to support an effective campaign presence across 150 sites in the UK and EU. Alongside this, [REDACTED] collaborated with other event services suppliers including media buying and advertising agencies to maximise impact through delivering above the line opportunities alongside the face-to-face activations.

For each project we will deploy stakeholder liaison teams who will be the dedicated contact for all stakeholders. Our aim is to match and maintain consistent teams with stakeholders to build strong, effective and positive relationships for the duration of the contract.



Identity has 20 years' events delivery experience from exhibition stands and high-level conferences with networking receptions to live events attended by thousands, most recently delivering the NATO Leaders Meeting and Global Conference for Media Freedom for FCO. We have significant experience of delivering annual event programmes globally and nationwide requiring flawless logistical delivery for a successful customer experience. We are the incumbent exhibition partner for UKHO, delivering four stands across four countries in the past seven months. We are also the retained events agency for the Royal Navy and RAF with a dedicated full-time account team, delivering the annual outreach programme ensuring consistent high-quality event delivery engaging with the target audience.

Identity has an established national and global supplier network of partners who have supported the delivery of major events including the ExploreGB conference on behalf of VisitBritain, global medical supplier DJO global sales conference, as well as exhibition programme stand builds including Siemens, Shearwater and Harley Davidson. We recommend all event agencies share details of their DIT suppliers to provide better negotiation powers, volumetric discounts and increased ROI.

Our vetting process for suppliers includes financial checks, previous work review, industry feedback, health and safety records, reference follow-ups, site visits, and confirmation they adhere to all regulations for the UK and the country they are operating in. All suppliers are issued with NDAs, SLAs and detailed SOPs outlining the exact standards required. Our experienced Logistics Manager oversees all suppliers and manages service levels. We can provide DIT with a complete audit trail. The project and account team continually monitors supplier performance, document checks and scope changes to ensure objectives are met.

We always benchmark and negotiate on costs and identify opportunities to add value in order to find the most economical way of delivering a service. For example, comparing delegate packaged costs vs room hire and food and beverage to see best value, alongside securing true added benefits such as equipment access or connectivity inclusions. We check to see if there is a government rate and or seek to obtain breakfast within the usual 'room only' cost. We plan transport schedules which make the most efficient use of our own vehicles and intelligent scheduling ensures services are provided only when needed to avoid unnecessary costs. The DfT Get Ready for Brexit campaign was the largest staffing activation in over a decade, requiring strong logistical focus. With only a two-week lead time, we trained a network of 1,300 ambassadors, fully equipped and deployed stands covering over 150 sites which ran simultaneously seven days a week across the UK and EU. Careful distribution planning to ensure value for money was imperative for successful delivery to budget and ROI and we liaised closely with distributors to establish a cost-effective network.

Our dedicated logistics team are experts in delivering complex logistics programmes, with exceptional attention to detail and customer experience at the heart. For complex logistics with large movement of people, we conduct rehearsals and table-top exercises to stress-test our approach. We work to detailed operations documents for managing logistics and aligning our approach with DIT's SOPs. Identity welcomes working to KPIs and will report and review performance against KPIs with DIT at the contracted times.

Identity's forensic approach to planning delivers outstanding customer experiences. Our robust processes for evaluating performance include regular logistics-specific internal and client meetings to review progress and identify remedial action and opportunity for improvement. Morning and evening debriefs onsite during build and live days determine progress and identify changes for the next day and post-event debrief reports give a clear overview of performance and recommendations, delivering continuous improvement by embedding key learnings in future events. We actively welcome collaborating with all DIT event agencies to share learnings. We will ensure clear, measurable outcomes are agreed to further DIT's aspirations and ambitions, making events in the Financial and Professional sectors a showcase of UK capability, while delivering value for money and excellent ROI. These will be reflected in the project plan and in captured data and feedback. Through our extensive client management experience, it has been productive to align with existing



procedures on established reporting mechanisms, such as adhering to the DIT Event Brief (provided in Appendix I of the ITFC) for consideration of the Business Event Delivery Team. We welcome the opportunity to review and enhance these, offering a fresh perspective and running new process initiatives in parallel to show DIT alternative approaches.

Identity understands that the requirements will include, but will not be limited to:

**Venue sourcing and management:** Identity has access to the industry's largest venue database; our swift processes determine suitability and availability. We conduct site visits to confirm venues meet needs and secure best rates through our expert negotiating skills. We oversee venue management in accordance with standard operating procedures made to outline exact standards expected per the Event Brief. Supplier agreements and discussions are captured in writing and we will hold a pre-event onsite briefing with all venue staff.

**End to end delegate management:** Identity has tried and tested processes for delivering excellent customer-centric delegate management. Whenever possible, we aim to deliver a personalised, concierge-style service to all delegates to strengthen relationships and uphold the DIT reputation. We will make it a priority to quickly become experts on Aventri.

**Design and management of onsite logistics:** our experienced Logistics Manager will develop a comprehensive logistics plan and map out interdependencies that could impact proceedings to mitigate all risks and any additional logistics resource will be deployed onsite.

**Local transport requirements:** Identity often employs the services of a Destination Management Company (DMC) to support services such as transport when delivering major events abroad. We make use of the DMC's local knowledge and connections with local providers to ensure the most effective service and best value for money. For example, the DMC will often have preferential rates that we can then secure for DIT and they will know the quickest routes to avoid traffic. Our Logistics Manager will capture all transport requirements and develop a schedule that delivers them as cost-effectively as possible.

**Catering:** Identity will review all possible catering supply options and determine the most cost-effective arrangements whilst ensuring quality levels are maintained. To showcase the exciting world-class developments of British food culture we will request that high-quality British cuisine is served, or British ingredients used. We also anticipate that on occasions a British chef may be used, and we will negotiate with the caterers to facilitate this. Identity will identify any audience cultural and religious catering requirements to ensure inclusivity.

**Additional venues:** when considering venues, we check the availability and suitability of other venues nearby which can be used to host receptions, dinners, press briefings, media centres, opening ceremonies and more. Where appropriate, we work with local DMCs to identify unusual or 'money can't buy' venues often not publicly available for hire. The same rigorous standards of negotiation and management will be applied to these additional venues and a separate dedicated Logistics Manager will manage these requirements onsite.

**Security:** we take security very seriously and are experienced in delivering events in highly secure environments including the recent National Leadership Forum on behalf of the Cabinet Office, attended by the most senior public sector leaders across the UK. For the NATO Leaders' Meeting, Identity liaised closely with Police Gold and Silver to embed all requirements into our planning. Identity will work closely with DIT's security team on all security planning matters, working together to ensure the chosen venue can be made secure and has previously hosted VVIP events with established protocols and SOPs. We will assess and review access/egress routes and suitable car parking near access points; allow for IED/EOD dog sweeps assisting with security services; liaise with stakeholders to create robust event safety and security plans and procedures; establish a Gold hierarchy to ensure clear roles and responsibilities in these scenarios, proactively manage a risk register with mitigation planning, and take preventative action to any public conflicts ensuring a rigorous vetting and accreditation process for sub-contractors and venue staff, using clear badging identification and liaising with police to ensure nearby protests on the day are known to us.

**Speakers, stakeholders, DIT and sponsor requirements:** Identity will provide a concierge service for Speakers, VIPs and Ministers who will be provided with briefings to help prepare for the event. Our recent experience in delivering Global Media Freedom coordinating over 120 speakers including [REDACTED] strengthened our experience and knowledge that we will apply to DIT requirements. Onsite speakers will have a dedicated point of contact throughout the event. We will work with DIT to identify all potential sponsorship opportunities and ensure all sponsors requirements are delivered as per the agreement. A Sponsorship Manager will support sponsors pre-event and onsite and we will provide a sponsor briefing document and joining instructions to help them prepare.

**VIP service:** Identity's significant experience of dealing with VIPs and VVIPs means we understand the protocols and service level required and anticipate that most communication will be via private office or their respective head of visits. Our concierge-style service means VIPs have a consistent contact both pre-event and onsite. VIP visits and/or requests are often at short notice and our extensive experience allows us to anticipate likely requirements and put in contingency measures to plan for these without any compromise to security.

Identity also anticipates that we may need to provide services for:

**Delegate communications:** Identity recommends a consistent professional tone of voice for delegate communications and we will agree the right tone for each event with DIT, ensuring we deliver the voice of one DIT. All delegate-facing communications will reference the specific GREAT brand and ensure relevant Media Communications Project messages are clearly reflected. Identity will use Aventri to manage delegate communications and will take responsibility for uploading content, promoting events and managing registrations in line with the ITT guidelines. These include detailed joining instructions for delegates with venue details, local transport hubs, car-parking and agendas. To support the government's policy on sustainability and DIT's digital agenda, we will work with DIT to determine if we could transition all delegate evaluation forms to digital whilst maximising opportunity for feedback.

**Accommodation service:** Identity can assist with delegates' accommodation bookings and will negotiate preferential rates. We will liaise with the hotel to ensure rooms are ready for arrivals and that sufficient staff are on hand to facilitate swift check-in for large groups.

Identity delivers over 400 events per year with the capability to deliver multiple events simultaneously. Through intelligent resource planning, we have the capacity to deliver, continually investing in our teams to meet demands supported by rigorous recruitment methodologies. Having worked with governments for over 20 years, we have proven our flexibility to accommodate fluctuations in demand while maintaining excellent service standards. To ensure value for money, we use early identification of the appropriate core team based on experience and skills with back up resource from within and utilising teams handling other government departments to ensure they have the appropriate security clearing, which is especially important for anyone who has access to DIT systems.

Identity has a robust proven agile project management approach. More than 80 fulltime staff work at 80% capacity to meet additional requests and, for peak periods of activity, we supplement resource from our pool of proven partners, managed by our senior managers and continually recruit to meet company, contract and client demands. Identity's Operations Manager allocates resource based on capability and capacity and is in regular contact with partners so we can secure additional resource immediately. The Account Director will proactively manage the programme and work with DIT to monitor resource against changes in scope, using our robust contingency capacity plan to guarantee consistent resource is available to manage changes. Regular internal update meetings with key team members will review the event schedule, ensuring full visibility across the programme to guarantee additional demands are fully supported — a similar approach to our current internally managed programmes. For optimum value, delivery will be carefully planned with team members only deployed when their specific expertise is required.



Identity will use the Government's OASIS campaign model to guide our distinctive results-driven, agile approach. Our business process management system is underpinned by our ISO 9001 certification showing we have processes in place to achieve quality assurance.

**Your Identity Core Team:** The retained Account Director and Operations Manager will proactively coordinate teams far ahead whilst being agile to adjust to last-minute changes. Our strategic, creative, content and delivery teams will be onboarded with DIT from the start. Below is the Core Team Structure, supplemented by the wider Identity team and partners.

#### Account Director:

██████████ will be the main point of contact for DIT, coordinating all activities and determining resource based on event requirements.

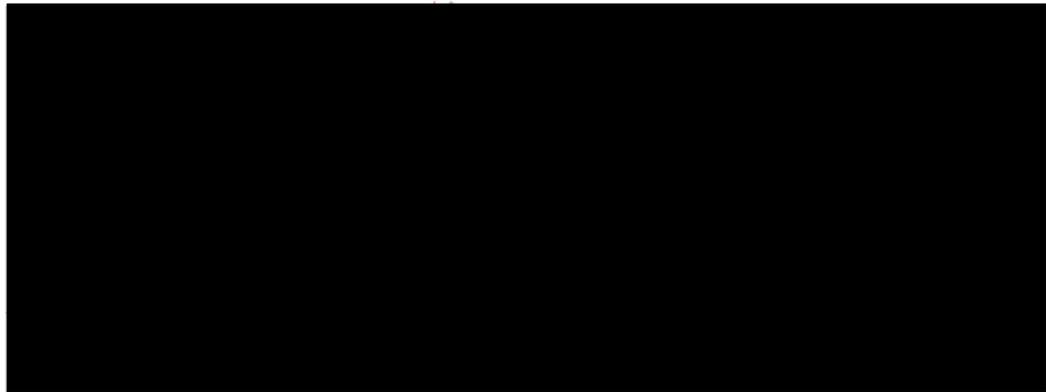
██████████ financial sector experience includes work with

KMPG, delivering Global Tax conferences in the EU and EMEA and working with LOCOG and the Mayor's office for the Olympic bid. ██████████ will:

- be responsible for all contract management and governance services; fully supported by the Identity Senior Leadership Team with full access to our in-house services
- be lead contact for stakeholder communications, collaborating with all DIT event agencies.
- in most cases, oversee the execution of mobilisation activities, but not at the implementation stages, to ensure sufficient capacity to manage the entire programme
- be supported by an Event Director for each event and project-specific event delivery teams to oversee the events through to successful delivery
- prepare for and attend all Contract Management Review and Governance meetings and will ensure the accurate and timely MI reports are delivered
- issuing project status reports coordinating project-specific update meetings, providing contact reports no later than 24 hours after meetings
- apply our stringent quality assurance standards (embedded through our ISO 9001 certification) as well as developing a programme-wide risk management approach
- support DIT to, if needed, challenge the sector for clarification of how events fit campaigns and use audience insight, historical event analysis, PODs and PIMS to justify any spend

**Event Director:** ██████████ will be lead Event Director with responsibility for single event delivery. She delivered the 2019 NATO Leaders' Meeting with FCO, has over 10 years' production knowledge and experience and strong communication skills. Helen will manage staff to deliver excellent event logistics and production and will be the main point of contact during production to streamline communications. The Account Director and Event Director will work with DIT to agree a communications plan, to maximise efficiencies with DIT and other stakeholders.

**Strategy & Content Development:** Our Senior Leadership Team will work together with the Strategy and Innovation team to develop an integrated events campaign strategy ensuring DIT meets its strategic objectives, continually driving innovation and improvements, looking at maximising opportunities with a 'fewer, bigger better' approach. ██████████ has extensive creative technology experience and will identify opportunities to put digital first to drive cost savings whilst bringing added value to the customer experience and best in class digital and social media activities. ██████████, Executive Creative Director, will support bringing the strategic vision to life, developing innovative solutions for maximum engagement with the target audience. ██████████ is highly experienced particularly with Government



campaigns and will support the transition and programme strategy allowing [REDACTED] to focus on onboarding and management of the event programme.

**Project Planning:** We understand our focus is on programme management as much as one-off event management and ascertaining where an event sits within a campaign to provide an effective programme. Our experience of working with the Royal Navy and RAF show benefits of managing a centralised integrated programme and identifying cost savings through logistics, opportunities and visibility of potential clashes. A joined-up approach supports wider campaign objectives. Programmes may vary over the year particularly from planning pending budget approval to activation. Global changes and shifts in political landscape can impact anticipated annual programmes as we experienced during DfT's Get Ready for Brexit campaign where we carefully planned event spend commitments, maintained risk registers, production schedules, key milestones and effective communication avoiding unnecessary costs.

Once an Event Brief has been received and evaluation and proposition signed-off, the Event Director will coordinate activity to identify, approach and respond to target organisations. We recommend a Launch Meeting to finalise the brief and we will recommend stakeholders



who could add value to planning and implementation. Below is a milestone/ project plan for a sample event taking place internationally in December 2020. Identity will mobilise immediately for short notice events where the timeframe for delivery is significantly reduced.

Once a high-level timeline is agreed, milestones will be added by the Event Director and DIT sign-off requested. The Account Director will partner with the DIT Event Producer to develop

the event plan to fulfil strategic policy objectives. [REDACTED] has in-depth understanding of production planning and, during the onboarding process, will deepen her knowledge of the event programme and mission aims ensuring event objectives reflect the key messages of the GREAT Ready to Trade campaign. This will allow flexibility, depending on the event size/scale, for the allocation of an Event Producer early on offering value for money.

MILESTONES	OWNER / LEAD	Apr 2020	May 2020	Jun 2020	Jul 2020	Aug 2020	Sept 2020	Oct 2020	Nov 2020	Dec 2020	Jan 2021
Event Brief Received	DIT Event Producer										
Event Strategy & Stakeholder Challenges	Strategy & innovation Team / SLT										
Objectives Agreed	Account Director										
Launch Meeting	Account Director										
Budget, Event Plan & Milestones Agreed	Event Director										
Digital & Content Development	Digital & Content Director										
Creative Development	Creative Director										
Sponsorship Propositions Agreed	Event Director										
Customer (Delegate) Propositions Agreed	Event Director										
Sponsor Recruitment	Event Director										
Delegate Management	Event Director										
Delegate, Sponsor, Stakeholder Logistics	Logistics Manager										
Technical Production	Production Manager										
Event Delivery	Event Director										
Event Feedback Report	Event Director										
Budget Reconciled	Event Director										
Evaluation	Account Director										

**Content Development:** Identity will

oversee the acquisition of speakers, development of propositions and key messages, creation of agendas and content setup for each event. We will liaise closely with DIT teams and stakeholders to ensure the objectives, audience and market insight are combined to create compelling content and world-class customer value propositions. The Account Director will draw upon the experience of Identity's content specialists to advise on the best ways to craft compelling content that engages target audiences, and most importantly is culturally appropriate for the audience it is addressing. Identity's Senior Digital Producer, Phillip Maggs, will be responsible for the leadership and implementation of all content and digital solutions. He has worked across the world of Tech and Professional services helping drive innovation in communicating value propositions to a wider audience. This has ranged from creating hackathons for Facebook and Google to sprint workshops with Mozilla and bespoke platform builds for McKinsey. The creative development of digital assets is delivered in-house allowing us to offer cost savings to DIT. We have dedicated CAD draughtsman, 3D designers and visualisers, web/app developers, graphic designers, videographers and artworkers. By keeping these key services under one roof we are able to mobilise our creative force rapidly and maintain full control over output.



## Value for Money, Data Handling and Asset Use

Identity's Account and Event Directors are experienced negotiators will actively seek efficiency savings to ensure value for money is delivered. Our transparent quoting systems and budget management software provide easy to digest budgets and reports. Identity recommends a robust change management process, with named individuals responsible for sign-offs. Identity conducts employment screening for all staff and will work with DIT to provide staff with the appropriate clearance to handle sensitive data and training on data handling. Identity will comply with GDPR requirements and handle data in accordance with the data processing agreement in the Call-Off Contract. Identity's data handling systems conform to ISO 27001 standards, reinforced with our Cyber Essentials Plus accreditation. Once data input into the Data Hub is verified it will never be retained or backed-up. Identity suggests an initial asset review to determine if items should be retained, refreshed or repurposed/disposed of. Throughout the contract, we will conduct quality control action on all assets to ensure equipment is fully serviced, software and content is up to date, and the asset fit for purpose. Before the removal or introduction of any assets, we will review evaluation data to ensure the recommended approach is appropriate. Identity manages assets for several clients which include a maintenance programme and rigorous checking-in/out procedures ensuring all assets are fit for purpose. For any overseas event collateral requirements, we will undertake a cost-benefit analysis for local production or shipping from existing stock taking into account sustainability, cost, time restrictions and reusability.

## Implementation

**Technical Production:** Tom Evans, Tech Director and Senior Production Manager, will produce specifications, CAD plans, coordinate with venues, book assets, complete health and safety documentation, manage equipment logistics and suppliers. Identity can provide additional resource to support DIT events through our permanent workforce.

**Logistics:** We will undertake venue sourcing and management and oversee the timely recruitment and management of speakers, sponsors and stakeholders. Identity's security-cleared Logistics Manager will manage end to end delegate logistics using Aventri to include communications, catering, security, reporting, feedback, payments and all logistics. If required, we will provide an end to end VIP service for VIPs, key speakers and Ministers.

Identity has a business continuity plan to guarantee continuation of services in the event of a disaster. Our secure servers have real-time backups to the cloud using Microsoft Azure with 24/7 guaranteed availability in the event of failure. Our software and emails are cloud-based (Office 365), ensuring no interruption to service. In the UK, we operate from two offices, providing staff with a backup workspace if one office becomes unavailable. The Event Director will establish event-specific business continuity plans to reduce risk, where possible.

**Security and Health and Safety:** Identity will work collaboratively with the Security Services to understand requirements and implement any recommendations well in advance, though we recognise that event security requirements can change rapidly with short notice. Where appropriate, we will use the services of our Security Consultant, [REDACTED], in planning and delivery, ensuring our designs and concepts consider security. All of our systems are maintained to an ISO 27001 standard and as mentioned, we have Cyber Essentials Plus accreditation. Identity will provide a Health and Safety Manager to assist with planning and delivery and produce documentation including Risk Assessments and Method Statements. If required, Identity can support DIT in the creation of event management and safety plans.

**Evaluation:** We recognise the importance of timely evaluation and monitoring to ensure consistent high standards, lessons learnt and best practice. We understand DIT already has feedback and evaluation mechanisms embedded within its processes and would welcome the opportunity to review data and build on these important tools. We applied this approach to our client FIDI, offering a bespoke conference app which could be used year-on-year to maximise investment and reduce print, collecting valuable audience data effectively and efficiently through surveys, feedback and live polling. Identity will report weekly on progress, keep risk registers, highlight pinch-points and suggest mitigation as required.



**SCHEDULE 10****CALL OFF CONTRACT CHARGES**

1. The Client has defined each role that is required under the contract in Table 1. The roles are clearly divided into 5 key areas of service provision. The Agency has provided a rate for each role. These rates are a maximum for each role and will form the basis for the costs of work commissioned by the Client. The rates are displayed below in Table 2.

Table 1 – Role Definitions

Area	Role	Role Definition
Creative / Content	Creative Director	Overall responsibility for the look and feel of the event. Developing relevant and engaging content under this contract. Highly skilled in developing compelling brand exercises.
	Creative Manager	Day to day management of the creative side of an event. Has ability to manage creative projects end to end and provide creative input on complex briefs
	Content Producer	Capable of designing and delivering compelling event content. Ability to work with multiple internal and external stakeholders to develop messaging
	Creative Technologist	Responsible for leading front-end digital design across various platforms.
	User Experience Consultant	Responsible for translating user goals and creative ideas into a digital user interface/user experience architecture across web, email and online applications.
	Script Writer	Creative development and production of scripts for presentations, video etc.
	Copywriter	Provision of final copy for use on websites, collateral etc, including proof-reading
	Artworker	Day to day art working for collateral and smaller projects
	PowerPoint/Graphics Designer	Production of PowerPoint/graphics design and content
	Set Designer	Set visualisation and floor plans
	Lighting Designer	Provides lighting design for an event
	CAD Drawer	Designer of specific CAD floor plans and drawings
	3D Renderer	Designer of 3D visuals of event environments
Logistics / Event Management	Event Director	High level of experience, influencing and communication skills. Has worked across all event disciplines and many sectors. Overall responsibility for the project management of high profile events and internal DIT and external stakeholder management. Ability to design events and drive high performance and excellence in the delivery of a programme of events
	Senior Event Manager	Works closely with Event Director and has responsibility for managing larger events on a day-to-day basis and large programmes of events. Significant experience of delivering complex events and managing stakeholders. Manages budgets and multiple events simultaneously, and manages project teams. Can deliver all areas of a project brief - content, messaging, comms, stakeholder management, budet management, technical production, creative design, recruitment, brand management, programme and logistics management
	Operations Director	Overall responsibility for operations of the programme, scheduling, workload planning, management of staff, staff performance management, training and development

	Event Manager	Assists Event Director and Senior Event Manager on a regular basis and has responsibility of own programmes and events on a day-to-day basis delivering all project areas outlined above on a smaller scale. Ability to design and manage a breadth of events and work successfully with stakeholders
	Event Executive	Event Team support, carries out research, manages budgets, travel etc. Capable of managing small projects end-to-end
	Data Entry Executive	Responsibility for entering data into various systems at speed and with accuracy
	Data System Administrator	Managing of the interface with DIT digital tools, skills as outlined in the ITFC
	Delegate Manager	Manages all aspects of on-line and off-line delegate registration, manages on site delivery
	Host	Supports Event team at on-site events
	Senior Planner	Recognised expert in the subject matter with experience across multiple clients and sectors, works with client to help set strategic direction for activity.
	Senior Research Exec	Expert in defining and leading research across a broad range of research disciplines, using the tools at our disposable within the Unlimited group.
	Health & Safety Officer	Overall responsibility for all pre-event and onsite H&S issues and reporting
Technical / Production	Head of Production	Overall responsibility for all technical and creative production
	Event Producer	Manages production of events, technical team, speakers and content on a day-to-day basis
	Assistant Producer	Assists the Producer - capable of managing small projects end-to-end
	All Round Technician	Technical management of crew and kit
	Sound Engineer	Sets-up and runs all sound requirements at an event
	Lighting Engineer	Sets-up and runs all lighting requirements at an event
	Video Engineer	Sets-up and runs all projection requirements at an event
	Show Caller	Runs all presentations and assists speakers on-site
	PowerPoint/Graphics Operator	Operation and on-site changes to PowerPoint/graphics
	Carpenter	Installs and builds staging and sets
	Electrician	Wiring and installation of electrics for any event or exhibition
	Riggers/De-Riggers	Assists all technical crew to rig and de-rig
	Load In/Out Crew	Assists all technical crew to load in and out, build, de-rig
	Digital Photographer	Responsible for all onsite photography and any photography required for collateral, websites etc.
Software Author/Engineer	Writes and manages software during an event	
Web / Interactive	Director of Programming	Oversees all on-line technical programming
	Web Developer	Build of front and back end on-line systems - Java script, C#, asp.net, HTML Systems
	Multimedia Programmer	Responsible for design and development of all multi media programmes and platforms
	Flash Designer/Programmer	Responsible for the development of all flash programming
	Senior Social Media Manager	Significant experience in planning and delivering social campaigns, content creation, moderation / customer service and reporting.
	Social Media Manager	Planning and delivering social campaigns, content creation, moderation / customer service and reporting.

	Content Loader	Specialists in loading content into all forms of Content Management Systems.
	Sound Editor	Responsible for all sound associated with interactive or on line programmes
Film / Video	Video Director	Conceptualisation and content, full project direction, high level of skill
	Video Producer	Overall responsibility from conception to completion
	Video Production Manager	Responsible for the management of budgets, talent and crewing
	Cameraman	Responsible for all camera work
	Video Sound Engineer	Responsible for all sound recording
	Runner/Camera Assistant	General assistance and support
	Video Editor	Stand-alone Video Editor without equipment
	Motion Producer	Creative role with design, art working, filming, animation and photography capabilities.
	Team Administrator	Administrative support to the Account and Project Teams

Table 2 – Schedule of Rates

Area	Role	Framework Level Classification	Day Rate (£)
[Redacted]	[Redacted]	[Redacted]	[Redacted]
	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
	[Redacted]	[Redacted]	[Redacted]



**SCHEDULE 11**

**BRIEF TEMPLATES**

To be provided upon the commission of work under the contract.

## SCHEDULE 12

### TRAVEL AND SUBSISTENCE POLICY

#### Department for International Trade – Travel and Expenses Policy 2017

##### 1. Introduction

The nature of DIT's business means that Agency Staff may have to travel both in the UK and overseas and this manual provides details of the principles, rules and procedures relating to travel and expenses.

Agencies and their workers working for DIT are expected to adhere to guidelines contained within, which are similar to DIT staff.

##### Underlying Principles

- DIT trusts and expects the appointed Agency, their staff or sub-contractors to make appropriate and justifiable spending decisions, weighing up the balance between value for money, public perception and business benefits
- No appointed Agency, their staff or sub-contractors should either benefit or be out of pocket because of undertaking business on behalf of DIT. Travel and subsistence claims should be based on receipted costs incurred because of travel
- The appointed Agency, their staff or sub-contractors should only travel on Departmental business if this is necessary. Consider whether the business could be conducted by phone, teleconference, video conference or web conference
- If a journey is necessary, the appointed Agency, their staff or sub-contractors should identify the most cost-effective way of travelling. Planning journeys well in advance, especially by air, can result in much lower costs
- If a number of people are travelling together, the appointed Agency, their staff or sub-contractors should examine whether it is cheaper to travel as a group, and think hard about how many people really need to go.
- Only costs that are necessary and additional to normal daily expenditure should be reimbursed.

##### 2. Air Travel

The appointed Agency, their staff or sub-contractors are expected to book the lowest logical fare available – if there are other more expensive fares available within policy these are still bookable but require a reason explaining why the lowest fare was not booked.

Flying Time (per flight)	Class of Travel
Up to 5 hours	All journeys at public expense: Economy
Over 5 hours	All journeys at public expense: Economy (but see * below)
Over 10 hours	All journeys at expense: Business (subject to prior agreement with the Authority)

\* Subject to approval by the Client the next higher class (but not first class) may be used:

- where strict application of the class-of-travel rules would not be cost effective
- for short duty visits out and back in a working day - The appointed Agency, their staff or sub-contractors are not entitled if they stay overnight

- when bookings are not available in the lower class and the timing or date of the journey cannot be changed
- if the appointed Agency, their staff or sub-contractors will be required to work immediately on arrival
- on disability/medical grounds recognised by the Authority.

All flights must be booked at set dates; no open return tickets may be booked.

Air travel should not normally be used within the UK, although there is an exception for travel to/from Scotland and Northern Ireland.

Air travel in the UK must be by economy class.

The appointed Agency, their staff or sub-contractors are not allowed to use for personal journeys, Air Miles, free tickets or upgrade vouchers which have accrued through travel which has been paid for from public funds. However, such Air Miles, free tickets or upgrade vouchers may be used for official travel on behalf of the Authority.

### **3. Rail Travel**

For rail travel (including Eurostar) the appointed Agency, their staff or sub-contractors should travel standard class unless for example they have a disability or health condition that would make this unreasonable.

Tickets should be purchased in advance to minimise costs.

### **4. Taxis**

Use of taxis is expected only where there is a clear value for money or business justification, unless the appointed Agency, their Staff or sub-contractor has a temporary or permanent disability and has been advised that taking a taxi is a 'reasonable adjustment' or for safety and security reasons.

Some examples where taxi travel might be considered appropriate include:

- there were no other reasonable public transport options (for example: travel to a location not served by a bus or train route)
- it was the most cost-effective way of undertaking the journey – for instance sharing the taxi with colleagues would make it cheaper than other public transport options
- for personal safety reasons

Examples of scenarios where it might be considered inappropriate to take a taxi include:

- there were cheaper public transport options which incurred only a modest additional travel time
- public transport involved changing mode of transport (for example: a train and a bus)
- failure to leave sufficient time to make the journey by foot or public transport

It is expected that appointed Agency, their Staff or sub-contractor will use public transport for travel within London and the use of taxis should only be undertaken by exception.

The principles set out for UK travel equally apply for taxi travel overseas.

### **5. Private & Hire Vehicles**

The appointed Agency, their staff or sub-contractors are expected to use public transport where this is reasonable and should only use their own vehicle or a hire car where a business need has been agreed in advance by the Client.

This is not only because of the environmental impact of using private transport, but also in terms of staff welfare.

## **6. Hotel Bookings**

The Authority's limits for hotel bookings in the UK are:

- London - £135 and
- Outside London - £85.

## SCHEDULE 13

### GOVERNANCE AND CONTRACT MANAGEMENT

#### Introduction

- 1.1 The Agency understands that the successful delivery of the Contract will rely on the ability of the Agency and the Client in developing a strategic relationship immediately following the contract commencement date and maintaining this relationship throughout the term of the contract.
- 1.2 To achieve this strategic relationship, there will be a requirement to adopt proactive framework management activities which will be informed by quality reports, and the sharing of information between the Agency and the Client.
- 1.3 This Schedule 13 outlines the general structures and management activities that the parties shall follow during the term of the contract.
- 1.4 The Client may (at its absolute discretion) amend this schedule by written notice to the Agency from time to time.

#### Governance

- 2.1 The Agency's Account Manager will take overall responsibility for delivering the Services required within the Contract, and the Agency will appoint a suitably qualified deputy to act in their absence.
- 2.2 The Agency shall put in place a structure to manage the Contract.
- 2.3 A full governance structure for the Contract will be agreed between the parties during implementation and by no later than the date which is three (3) Months from the contract commencement date.

#### Review Meetings

- 3.1 Regular, Face-to-Face, monthly review meetings ("Review Meetings"), will take place throughout the term of the contract. These will be at DIT Offices in London.
- 3.2 The exact timings and frequencies of such Review Meetings will be determined by the Client, and the parties shall be flexible about the timings of these meetings.
- 3.3 The purpose of the Review Meetings will be to review the Agency's performance under the Contract and any reports. The agenda for each Review Meeting shall be set by the Client and communicated to the Agency in advance of that meeting.
- 3.4 The Review Meetings shall be attended, as a minimum, by the Client Authorised Representative and the Agency's Account Manager, at every third Review Meeting (quarterly) a DIT Commercial Manager will attend.
- 3.5 The Agency's achievement of service levels against KPIs shall be reviewed during the Review Meetings, and the review and ongoing monitoring of KPIs will form a key part of the performance management process as outlined in agreed Performance Management Framework (Schedule 14).
- 3.6 The Agency shall provide any information and reports as reasonably requested by the Client in advance of each Review Meeting. In particular, the Agency shall complete and return to the Client the Monthly Management Information Report at least four (4) clear Business Days before each Review Meeting.

#### Efficiency Tracking

- 4.1 The Agency shall cooperate in good faith with the Client to develop efficiency tracking performance measures for this Agreement. This shall include but is not limited to:
  - (a) tracking reductions in volumes and costs, in order to demonstrate that the Client is consuming less and buying more smartly; and
  - (b) developing additional KPIs to ensure that the Agreement supports the emerging target operating model across central government (particularly in line with centralised sourcing and category management, further competition delivery centres and payment processing systems and shared service centres).
- 4.2 The list in paragraph 4 is not exhaustive and may be developed during the Term.
- 4.3 The metrics that are to be implemented to measure efficiency shall be developed and agreed between the Client and the Agency. Such metrics shall be incorporated into the Performance Management Framework set out in Schedule 14 (PMF).
- 4.4 The ongoing progress and development of the efficiency tracking performance measures shall be reported through management activities as outlined in this schedule.

### Governance Board Meetings

- 5.1 Regular strategic review meetings will take place at the Client's premises throughout the Term unless otherwise agreed between the parties ("Governance Board Meetings").
- 5.2 The exact timings and frequencies of such Governance Board Meetings will be determined by the Client. It is anticipated that the frequency of the Governance Board Meetings will be quarterly during the Term of the Contract. The parties shall be flexible about the timings of these meetings.
- 5.3 The Agency shall procure that the key staff attend all Governance Board Meetings.
- 5.4 The Client attendees at Governance Board Meetings will include, but is not limited to:
- (a) Head of Business Event Delivery
  - (b) Commercial Contract Manager
  - (c) Finance manager
  - (d) Others as required and can be amended
- 5.5 The purpose of the Governance Board Meetings will be to review the Agency's performance under this Agreement and discuss the strategic direction of the Services. The agenda for each Governance Board Meeting shall be set by the Client and communicated to the Agency in advance of that meeting.
- 5.6 The Agency's achievement of Service Levels shall be reviewed during the Governance Board Meetings.
- 5.7 The purpose of the Governance Board Meetings as set out in this paragraph 5 is not exhaustive and may be developed during the term.

## ANNEX A

### GOVERNANCE STRUCTURE

LEVEL	ATTENDEES	RESPONSIBILITIES / ACTIVITIES	LOCATION/TIMINGS
<b>Level 2 Contract Review Board</b>	<b>Client:</b> Head of Business Delivery Head of Business Management Commercial Contract Manager  <b>Supplier:</b> Account Director Account Manager Finance Manager  <b>Optional invitees:</b> (Include Legal Lead if needed)	<ul style="list-style-type: none"> <li>• Responsible for issues escalated by Level 3 Representatives. In particular:</li> <li>• Strategic direction</li> <li>• Relationship direction</li> <li>• Continual improvement and performance management</li> <li>• Contract Review</li> </ul>	Quarterly (or as appropriate) Face-to-Face
<b>Level 1 Annual Review Board</b>	<b>Client:</b> Head of Business Event Delivery Head of Business Management Deputy Director of Comms & Marketing Commercial Contract Manager Commercial Lead for the Category  <b>Supplier:</b> Account Director Account Manager	<ul style="list-style-type: none"> <li>• Performance</li> <li>• Strategic direction</li> <li>• Relationship direction</li> <li>• Future direction</li> </ul>	Annual pre-arranged but of course ad hoc meetings to be arranged to resolve issues escalated by Level 2 Contract Review Board. Face-to-Face

	Finance Manager <b>Optional invitees:</b> (Include Legal Lead if needed)		
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## **SCHEDULE 14**

### **PERFORMANCE MANAGEMENT FRAMEWORK**

1. As part of the Client's continuous drive to improve the performance of all contractors, this performance management framework (PMF) will be used to monitor measure and control all aspects of the Agency's performance of contract responsibilities.
2. The PMF purpose is to set out the obligations on the Agency, to outline how the Agency's performance will be evaluated and to detail the sanctions for performance failure.
3. Performance management indicators for the Agency will be listed under the following categories:

1. Contract Management
2. Delivery and support
3. Quality of Service
4. Cost
5. Continuous Improvement

The above categories are consistent within all contract awards allowing the Client to monitor the Agency's performance at both individual contract level and at enterprise level with the individual Agency.

#### **Management of the PMF**

1. The Agency shall detail performance against Key Performance Indicators (KPIs) in monthly, quarterly and end-of-contract reports.
2. KPI's shall be monitored on a regular basis and shall form part of the contract performance review. Performance of KPI's will be reported monthly and quarterly.
3. The first month shall not be formally assessed. It shall be used to develop the report template and agree the format and content to be included in the report.
4. Any performance issues highlighted in these reports will be addressed by the Agency, who shall be required to provide an improvement plan ("Rectification Plan" – see Clause 5 of the Call-Off Terms) to address all issues highlighted within a week of the Client request.
5. KPIs are essential in order to align the Agency's performance with the requirements of the Client and to do so in a fair and practical way. KPIs have to be realistic and achievable; they also have to be met otherwise indicating that the service is failing to deliver.
6. KPIs are set out in the attached Annex A.
7. KPIs will be monitored on a monthly basis and will form part of the contract performance review.
8. Where a KPI has a percentage measure the Supplier's performance will be rounded up or down to the nearest whole number.

9. KPIs are to be agreed and finalised at the first monthly Review meeting and will be confirmed under a Contract Change Note.
10. Where any performance issues are highlighted, the Agency shall produce a Rectification Plan (see Clause 5 of the Call-Off Terms), detailing the measures that the Agency will undertake to rectify this failure as well as any measures to be introduced to prevent this failure from occurring in the future. Measures proposed may include introduction of new KPIs.

**ANNEX A****KEY PERFORMANCE INDICATORS (KPIs)**

1. At the first monthly meeting held following the commencement of services, the Client and Agency will confirm the following KPIs and confirm the understanding of how they are measured and rated. The agreed KPI regime will be executed via Contract Variation (in the format in Schedule 5 of the Call-Off Terms).

2. Specific KPIs relating to a particular event can be agreed with each Brief that is commissioned and will follow the same format as below.

Metric	KPI	What is required to make this measurable?	KPI Measurement	KPI Rating		
				Red (Failure)	Amber (At Risk)	Green (Achieved)
Contract Management	1 - Quarterly reports and monthly invoices	Quarterly two-page reports to be produced within five (5) working days of the end of each quarter in readiness to be presented at the Quarterly Review Meetings. Agreed Invoices to be produced and submitted within five (5) working days of the end of each calendar month (or date as per agreed Brief) The quarterly reports should be clearly linked to the invoices produced within that quarter.	Invoices will quote the correct PO, contract number, the Client Contact, and qualitative description of the work being done.  Invoices must be clearly itemised.  Quarterly reports should be clearly and explicitly linked to invoices to help financial tracking. This should also apply to any additional reports requested adhoc.  Any invoices and/or reports that do not comply with the above (accuracy) and/or are not on time will not be considered as having met the KPI target.	95% are on time and fully accurate	98% are on time and accurate	100% are on time and accurate
Quality of Service	2 – Proportion of attendees that rate the event as very good or excellent in their feedback	This measure is the weighted average proportion of attendees that give feedback that their experience was very good or excellent. The elements that contribute towards the quality rating are: <ul style="list-style-type: none"><li>The quality of the pre-event</li></ul>	Feedback – this may change once evaluation supplier is on-board.	74% or lower average proportion of feedback rated as very good or excellent.	75-84% average proportion of feedback rated as very good or excellent	85-100% average proportion of feedback rated as very good or excellent

		<p>experience e.g. registration system</p> <ul style="list-style-type: none"> <li>• The quality of the event environment e.g. the stand, meeting area etc.</li> <li>• The quality of the event content e.g. conference or mission programme, speakers etc</li> <li>• The quality and relevance of any business contacts the event delivered</li> </ul> <p>The overall quality of the service delivered by DIT and its representatives</p>				
	3 – Compliance to Brand	The production of all material to be compliant with DIT brand as defined by the DIT brand guidelines. All material produced must be cleared by the DIT Brand Team before it is published	<p>Work delivered within guidelines</p> <p>All work within a reporting period will be considered to calculate the percentage</p>	94% and below delivered within guidelines	95-99% delivered within guidelines	100% delivered within guidelines
Delivery & Support	4 – Uploading of data to Datahub, Events Hub and Asset Library	<p><b>Data Hub</b></p> <p>After every project customer data must be added to Data Hub to agreed high standard.</p>	Customer data to be uploaded within 5 working days of completed activity. In line with guidance quality of data is correct and GDPR requirements.	90% or less uploaded within period stipulated and/or 95% quality of data	91-99% uploaded within period stipulated and/or 91-99% quality of data	100% uploaded within period stipulated and 100% quality of data
		<p><b>Events Platform</b></p> <p>Management of events platform entry and enquiries.</p>	<p>Accurately represent and upload new events on the platform within 24 hours (working hours only, excluding bank holidays and weekends) of approval from Client to proceed.</p> <p>For on-going amends and updated to each event upload within 24 hours (working hours only, excluding bank holidays and weekends) of approval from Client to proceed.</p>			

			<p>Enquiries about each event are dealt with within 24 hours (working hours only, excluding bank holidays and weekends). If enquiry cannot be dealt with immediately respond with clear timeframe for response.</p> <p>All needs to be included within the monthly reporting.</p>			
		<p><b>Asset Library</b> Any new assets created as part of the requirement to be uploaded onto the asset library.</p>	<p>Assets to be uploaded within forty-eight (48) hours (working hours only, excluding bank holidays and weekends) of completion.</p> <p>Metadata and tagging are done in accordance to standards provided by Client.</p>			
Cost	5 - Delivery within agreed Charges	All events delivered within 5% of the agreed Event Charges for the events	<p>Evidenced in financial reporting as part of regular reports.</p> <p>Calculation is an average of events closed within month</p>	74% and lower achievement of agreed event charges	75-84% achievement of agreed event charges	85-100% achievement of agreed event charges
	6 - Finalising Event Charges	All event charges to be finalised within two (2) months of end date of activity. The "end date" is the day of the event when it covers a single day and the final day of an event when it is over a number of days.	Calculation is based on total number of events that should be finalised by the measured month	84% and lower achievement of event charges within 2 months	85-89% achievement of event charges within 2 months	90-100% achievement of event charges within 2 months

**SCHEDULE 15****APPROVED SUB-CONTRACTOR LIST**

	<b>Smart AV</b>	<b>Creative Technology</b>	<b>Five Star Crew Co Ltd</b>	<b>1 DMC World</b>	<b>DaCapo</b>	<b>London Speaker Bureau</b>
<b>Is the sub-contractor a Small Medium Sized Enterprise (SME)</b>	Yes	No	Yes	No	Yes	Yes
<b>Percentage of work being delivered by sub-contractor</b>	Subject to event requirement, estimated 10% of 1 large live event	Subject to event requirement, estimated 10% of 1 large live event	Subject to event requirement, estimated under 10% of 1 large live event	Subject to event requirement, estimated 10% of 1 large live event	Subject to event requirement, estimate 20% of exhibition build	Subject to event requirement, estimated under 10% of 1 large live event
<b>The key contract deliverables each sub-contractor will be responsible for</b>	UK AV & Production Services	Global AV & Production Services	Established crewing company with experience in major events	A global network of professional Destination Management Company	High quality build for major events and exhibitions	Provider of international keynote speakers, boardroom advisors and masterclass leaders
<b>Any other information</b>	Preferred only, others available to be reviewed with DIT subject to event, location and requirement	Preferred only, others available to be reviewed with DIT subject to event, location and requirement	Preferred only, others available to be reviewed with DIT subject to event, location and requirement	Preferred only, others available to be reviewed with DIT subject to event, location and requirement	Preferred only, others available to be reviewed with DIT subject to event, location and requirement	Preferred only, others available to be reviewed with DIT subject to event, location and requirement

