

OMD Group Limited

REDACTED TEXT under FOIA Section 40, Personal Information

Dear Sir or Madam,

Letter of Appointment

CCMK22A04 Provision of Media Buying

DWP Project Reference Number 24904

This Letter of Appointment, dated 17th June 2022, is issued in accordance with the provisions of the Framework Agreement (RM6123) between CCS and the Agency.

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

Order Number:	Purchase Order number to be confirmed after contract award
From:	Department for Work and Pensions (DWP) ("Client") REDACTED TEXT under FOIA Section 40, Personal Information
To:	OMD Group Ltd (Trading as Manning Gottlieb OMD, a trading division of OMD Group Ltd) ("Agency") REDACTED TEXT under FOIA Section 40, Personal Information

Effective Date:	21st June 2022
Expiry Date:	End date of Initial Contract Period: 20th June 2025 End date of Maximum Extension Period: 13th December 2025 subject to availability of budget and necessary approvals. Minimum written notice to Agency in respect of any potential extension options instructed by the Client: 10 working days. The Client reserves the right to terminate the contract at the end of the first or the end of the second year of the contract. Clause 22 of the Call Off Terms and Conditions apply, should the Client wish to

	<p>take this action. The Client will not be liable for any exit costs should this clause be enacted.</p> <p>First Year End date: 20th June 2023</p> <p>Second Year End Date: 20th June 2024</p> <p>Third Year End Date: 20th June 2025</p> <p>Extension Option End Date: Up to 13th December 2025 (optional see above)</p>
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Services required:	<p>The services required (the “Services”) and agreed to be delivered are set out in three sections, below: (1) general services; (2) Lot Specific Services for the applicable Lot(s); and (3) any Special Requirements.</p> <ol style="list-style-type: none"> 1. General Services: the services of a general nature set out in the General Services Requirements Specification as set out in in the Framework Agreement and attached as an Annex A to this Letter. 2. Lot Specific Services: For Lot 1, as described in Appendix B1 of the Framework Agreement, as set out under Annex B <p>For each order under this Call Off Contract, the Client will provide a Media Buying Brief detailing what is needed from the Agency and the outcome to be achieved. The Agency shall adopt and accept a flexible approach to the management of the media buying brief and both electronic and paper-based briefs shall be accepted.</p> <p>The Services descriptions shall be read in the context of the Client Brief (in Annex C) which shall apply as per the Call-Off Terms.</p> <p>The Services shall be provided in accordance with the Agency Proposal (in Annex D).</p> <p>Small Medium Enterprises (SMEs) in Supply Chain</p> <p>The Agency will provide details of Sub-Contractors to be used in the provision of the service. The Agency will state if they are SME, if not what steps will they actively take to increase the use of SMEs in the supply chain.</p> <p>As per Clause 14.14 (under Annex A General Services Specification) the Agency will support the delivery of diverse and resilient supply chains where appropriate, growth and development through the provision of support to SMEs and SMEs to develop resilient local supply chains.</p> <p>As per 14.8 and 14.9 of the Annex A General Services Specification:</p> <p>The Agency shall deliver measurable benefits and impacts in respect of the social value priorities.</p>
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	The Agency shall record and report performance against the social value requirements.
Call-Off Terms and any applicable Special Terms	<p>This Letter of Appointment shall be subject to the Call-Off Terms set out in Annex E and any agreed special terms which shall be set out here:</p> <p>No Applicable Special Terms</p>

Key Individuals:	<p>For the Client:</p> <p>REDACTED TEXT under FOIA Section 40, Personal Information</p> <p>For the Agency:</p> <p>REDACTED TEXT under FOIA Section 40, Personal Information</p>
Guarantor(s)	Not Applicable

Call-Off Charges (including any applicable discount(s), but excluding VAT):	<p>The Client shall pay the sums set out in each agreed Media Buying Brief which are payable in accordance with Framework Schedule 3 (Charging Structure). See Annex F which contains Part B and Part C of Schedule 3 of the Framework Agreement.</p> <p>Charges will be inclusive of all expenses but exclusive of VAT.</p> <p>This Call-Off Contract shall be valued at £45,000,000.00 excluding VAT covering the period 21st June 2022 to 20th June 2025, with no guarantee of minimum spend or volume of orders.</p> <p>The Agency shall not exceed the Framework charges as per the RM6123 Framework Agreement.</p>
Insurance Requirements	<p>The Insurance Requirements are as follows:</p> <ul style="list-style-type: none"> • Public liability insurance to cover all risks in the performance the Call-Off Contract, with a minimum limit of £1 million for each individual claim • Employers' liability insurance with a minimum limit of indemnity of £10 million for any one occurrence • Professional indemnity insurance adequate to cover all risks in the performance of this Call-Off Contract with a minimum limit of indemnity of £5 million for each individual claim <p>No further additional requirements.</p>

Client billing address for invoicing:	<p>REDACTED TEXT under FOIA Section 40, Personal Information</p> <p>Electronic Invoices (attached to emails) should be sent to: REDACTED TEXT under FOIA Section 40, Personal Information</p>
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Alternative and/or additional provisions:	Not Applicable
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<p>Data Sharing</p> <p>The Government Communications Service (GCS) is investing in data capabilities to drive delivery of modern communications across government. Transparent data sharing across GCS member organisations is fundamental to this, and a cross-government Data Sharing Framework was agreed by the Directors of Communication in July 2020. By bringing traditional marketing analytics and target audience insights together with other relevant government data sources, GCS is delivering valuable, aggregated insights to support campaign planning, reporting and evaluation across government, building on our shared learning for better insights.</p> <p>Benefits of transparent data sharing with GCS include the continued delivery of the GCS Quarterly Benchmarking Report, thereby providing important insights across government bodies to support campaign teams, based on historical government campaign performance. The data shared by clients with GCS at the Cabinet Office may include, but is not limited to: third-party marketing data; campaign insights; web analytics and organic social media data; at both aggregated and log levels. This does not include personal data, and personal data is not sought.</p> <p>In accordance with this approach, by indicating your consent below, you acknowledge and agree that the Agency may share certain data relating to this Call-Off Contract with GCS at the Cabinet Office (or any future named entity which has the same function).</p>	
Agency to agree by printing representative's name here:	REDACTED TEXT under FOIA Section 40, Personal Information
Client to agree by printing representative's name here:	REDACTED TEXT under FOIA Section 40, Personal Information

FORMATION OF CALL-OFF CONTRACT

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Agency agrees to enter a Call-Off Contract with the Client to provide the Services in accordance with the terms of this letter and the Call-Off Terms (set out below in Annex E).

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

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

For and on behalf of the Agency:

For and on behalf of the Client:

REDACTED TEXT under FOIA Section 40, Personal Information

REDACTED TEXT under FOIA Section 40, Personal Information

Date:

Date:

Media Services Framework Agreement (RM6123)

Framework Services

1. Introduction and Background

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

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

The Agencies shall:

- 1.1. deliver innovative, best in class services to achieve desired Client outcomes.
- 1.2. be capable of delivering value for money, as well as providing excellent customer service;
- 1.3. be willing and capable of working in partnership with other agencies and specialists to deliver the Client requirements;
- 1.4. act in an open and transparent manner with CCS and the Clients in delivering the Services and otherwise under this Framework Agreement, in particular being open and transparent in relation to the Charges, the placement of media or generation of revenue and the access to and provision of data, information and or reporting in relation to the services.

- 1.5. This Framework Agreement is essential to the delivery of Public Service Communications. The Agencies will (if required) co-operate and work with agencies on any of the other Crown Commercial Service agreements.

2. Framework Scope

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

3. Clients

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

Appointment or the Agencies have received written confirmation to proceed with the Brief. This is different for Lot 4 where the Call-Off Contract itself will determine when the services will commence.

4. Required Services: Summary

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

5. Required Services: Account Management

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

6. Required Services: Working with others

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

7. Required Services: Reporting and analysis

- 7.1. The Agencies shall provide reporting and analysis on all aspects of the Services being provided to the Client, in particular, the Agencies shall:
- 7.2. provide Management Information detailing work carried out by the Agencies on the basis of the billable charged hours as outlined in Framework Schedule 5 of the Framework Agreement (Management Charges and Information)
- 7.3. work with the Client and use reasonable endeavours to ensure advertising technology platforms and any other systems used to collect and/or store data on the Client's behalf are compatible with the Client's data management systems.
- 7.4. The below table should be used by the Agency/ies to inform where reporting requirements should be directed to within the CCS Media Framework Team.

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

8. Pricing Transparency

- 8.1. Where applicable, the Agencies will disclose to the Client any commission, discount or rebate earned by the Agencies arising in

respect of third-party costs. The Client will receive the full benefit of such commission, discounts or rebates.

9. Travel and Related Costs

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

10. Contracting arrangements

- 10.1. Clients can select different types of contracting arrangements to suit their needs including but not limited to:
- 10.2. Project or Campaign agreement for a specified campaign or for a defined period covering multiple Campaigns.
- 10.3. Standby agreement for a fixed period of time to work on any number of Projects or campaigns. Payment for this arrangement is per Campaign and no work is committed.
- 10.4. Retainer agreement for a fixed period of time where the Client agrees to pay the Agency a firm retainer fee on a regular basis
- 10.5. With the exception of Lot 4, contracts must not exceed a four-year period including any extensions.

11. Cross Framework Initiatives

- 11.1. The Agencies under this Framework Agreement may from time to time be invited to participate in projects and initiatives with Agencies on other Lots on this Framework Agreement, CCS or Government Communication Services

12. Cross Framework Case Studies

- 12.1. Agencies are encouraged to always share case studies of great work delivered for Clients under this Framework Agreement. The Agency and/ or Agencies under this Framework Agreement are expected to

deliver a minimum of 1 case study per contract year to CCS (where call-offs have taken place).

13. Restriction on Naming

- 13.1. No Agency in this agreement shall in arranging its organisation to deliver services under this framework adopt or continue any brand name implicitly or explicitly referencing, inferring or signalling its delivery of servicing to any particular customer or customer group using this Framework Agreement without the express permission of CCS. In addition, where it seeks to adopt or continue a brand name referring to its provision of services to the Government it shall seek the additional approval of GCS to do so.

14. Social Value

- 14.1. Social Value legislation and guidance places a legal requirement on all public bodies to consider the additional social, economic and environmental benefits that can be realised for individuals and communities through commissioning and procurement activity, to deliver them. These benefits are over and above the core deliverables of contracts. More information on Social Value can be found at: <https://www.gov.uk/government/publications/social-value-act-information-and-resources/social-value-act-information-and-resources>
- 14.2. This Framework Contract requires the Agency to embed social value into all Call-Off Contracts, in line with the Social Value Act 2012 or subsequent government initiatives to enable the effective implementation of the Act.
- 14.3. As a condition of participating on this framework contract, CCS requires Agencies on this Framework Contract to demonstrate they are committed to report on the impact of social value throughout the lifetime of the Framework Contract to CCS, every 12 months from the Framework Start Date.
- 14.4. Agencies must provide evidence of their commitment to social value and demonstrate an ability and willingness to work with Clients to identify and help further their social value requirements in all Call-Off Contracts. To satisfy this requirement, Agencies must agree to provide or deliver reasonable and proportionate social value benefits within all Call-off Contracts.
- 14.5. Agencies should consider the following policy themes, and outcomes as a minimum:
- **COVID-19 recovery;**
Help local communities to manage and recover from the impact
 - **Tackling economic inequality;**
Create new businesses, new jobs and new skills

- **Fighting climate change;**
Effective stewardship of the environment
 - **Equal opportunity;**
Reduce the disability employment gap, tackle workforce inequality
 - **Wellbeing;**
Improve health and wellbeing, improve community integration.
- 14.6. Agencies are expected to act with these priorities in mind, and CCS may discuss these priorities as part of Framework Management meetings.
- 14.7. The Client's requirements will be set out in the Call-Off Procedure. The Agency shall comply with and/or identify proposed social value initiatives, proportionate and relevant to each Call-Off Contract.
- 14.8. The Agency shall deliver measurable benefits and impacts in respect of the social value priorities, when identified in the Call-Off Contract.
- 14.9. The Agency shall record and report performance against the social value requirements, when detailed in the Call-Off Contract.

Delivering a Diverse Supply Chain

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

- 14.18. The Agency acknowledges and agrees that Clients may test the Agency's proposed methods for delivering skills development within the local community, as relevant to their specific requirements as part of the Call-Off Procedure.

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

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

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

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

1. Framework management - All Lots		
Key Performance Indicator (KPI)	KPI Target	Measured by
Management Information (MI) returns: All MI returns to be returned to CCS by the 7th Working Day of each month	100%	Confirmation of receipt and time of receipt by CCS (as evidenced within the CCS MI system)
All undisputed CCS invoices to be paid by the Agency within 30 calendar days of issue.	100%	Confirmation of receipt and time of receipt by CCS (as evidenced within the CCS finance system)
Annual Agency self-audit certificate sent to CCS in accordance with the Framework Agreement to cover each contract year.	100%	Confirmation of receipt and time of receipt by CCS. CCS to receive within 45 calendar days of the end of the contract year.
Valid insurance certificates and certifications listed in the Framework Agreement to be provided to CCS upon expiry.	100%	Confirmation of receipt and time of receipt by CCS. CCS to receive within 45 calendar days of expiry.
Actions identified in	100%	Confirmation by CCS of

an Audit Report to be delivered by the dates set out in the Audit Report.		completion of the actions by the dates identified in the Audit Report.
Agencies will pay all undisputed Agency/ subcontractor invoices within 60 calendar days in order to meet the Prompt Payment Policy threshold of 85%.	% of payments in 60 calendar days: 73% Contract Year 1 79% Contract Year 2 85% Contract Year 3	Annual prompt payment reporting to be provided to CCS within 45 calendar days of the contract year end date. This may also be subject to auditing at CCS' discretion.
Agencies will be required to provide a minimum of one case study per contract year detailing work delivered under this Framework Agreement (where call-offs have taken place).	100%	Confirmation of receipt and time of receipt by CCS. CCS to receive within 45 calendar days of the calendar year end.

Media Services Framework Agreement (RM6123)

Lot 1- Strategic Media Activation (Media Buying)

Scope and Specification

Lot 1 - Strategic Media Activation (Media Buying)

1. Role of the Strategic Media Activation Agency

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

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

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

2. Principles

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

2.1. Transparency

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

- 2.1.1. Ensuring that Client funds will only be used for media payments and third party costs related to services within the scope of this Framework Agreement. This means that all fees and charges will be presented by the agency and made clear to the client in advance of approval and there will be no hidden fees, undisclosed commissions or mark-ups or charging of clients or CCS more than once by the Agency or Agency Group. The Agency and Agency Group's sources of income from this agreement will be clear, transparent and disclosed to CCS and its auditors and Clients across all Media Placements (including programmatic and barter), production, technology costs (e.g. ad servers, Demand Side Platforms, Content Verification tools, Data Management Platforms, Supply Side Platforms etc.) and any other third or fourth party cost incurred and recharged to CCS and Clients.
- 2.1.2. Maintaining and making all documentation the Agency produces in delivering services to Clients under this agreement available upon request to Clients and CCS, including but not limited to all Client briefs to Agency, Agency briefs to Media Suppliers, Media Supplier response to Agency briefs, Agency response to Client briefs, Media Plans, Approved Media Plans, evidence of Client approval (e.g. by signing a document or otherwise in writing), Client purchase orders, Agency Insertion Orders, Agency and Agency Group invoices, third and fourth party invoices for media, production, technology and any other costs charged or recharged, Reconciled Media Plans / financial reconciliations of campaigns, financial reconciliations of out of scope projects and activities, all campaign reporting, all advertising technology platform reports, all impression and click reports for digital media from the relevant supplier / source used as the basis of invoicing, post campaign reporting, all reports described in the framework agreement, all reports routinely delivered to CCS and clients, any preferred Media Supplier Agency list utilised for Media Plans and Media Buys, any Media Supplier specific service level agreements, any trading arrangement, value or value pot trackers and sub-contracts used in any way for the delivery of services to CCS and Clients under this Framework Agreement
- 2.1.3. When making recommendations the Agency will disclose to CCS and Client any recommendations it puts forward that is a product, good or service provided by any organisation in which the Agency or the Agency Group has any ownership whatsoever and it must maintain a log of any spend under the framework with any such organisation; this log must be made available to

CCS and its appointed auditors on 31st March and 30th September of each year, including nil returns.

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

providing full visibility of all criteria and scoring used to make that decision. The Agency must work with GCS and CCS on ensuring the most suitable technology solution is found to meet requirements and should not default to any solutions it already uses or that has been preselected at an Agency or Agency holding group level.

2.2. Continuous Improvement

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

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

2.3. Understanding of Government

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

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

act only within its scope of work and in collaboration with Client's under this Framework Agreement.

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

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

2.4. Democratisation of Data

Subject to the relevant confidentiality terms in the Framework Agreement or Call-Off Contract, the Agency is encouraged at all times to make all deliverables produced and non confidential data available

to third party agencies involved in the delivery of the Client's current or ongoing scope of work. As part of this the Agency should also be: -

- 2.4.1.1. Leading paid media post campaign appraisal with support and cooperation from the Media Planning Agency as well as any other Agency involved in media or communications strategy that the paid media activity was related to or derived from.
- 2.4.1.2. Collaborating with and sharing information where required with both the Client, Creative, Media Planning and Research Agency(s).
- 2.4.1.3. Supporting the Media Planning Agency with the paid, owned and earned media post campaign appraisals.
- 2.4.1.4. Complying with all Data Protection Legislation and ensuring all future appropriate data safeguards are in place for handling the Client's data. The Agency should also make available the Agencies data protection officer(s) to provide assurance on compliance with data protection regulations.
- 2.4.1.5. The Agency should be fully compliant with UK GDPR and all other relevant data protection legislation and best practises.
- 2.4.1.6. The Agency will be required to produce, for the Client's approval, a suitable data retention and management policy which includes user controls to prevent unauthorised and/or accidental sharing or use of the Client's data or login credentials.
- 2.4.1.7. The Agency must as soon as reasonably practicable, destroy the Client's data upon request or on termination of this Framework Agreement.
- 2.4.1.8. The Agency must disclose any data collection and shared data workspaces where the Client's data might be at risk of being disclosed and/or be co-opted into an unauthorised data pool and confirm that the Client's data is being logically separated.
- 2.4.1.9. The Agency must undertake due diligence of the data management platforms and other ad technology suppliers with regards to data security, data privacy compliance, system and user controls and UKEU GDPR and ePrivacy regulations and all other Data Protection Legislation; and
- 2.4.1.10. The Agency will provide a dedicated seat on the Demand Side Platforms (DSP) in order to treat Government's data separately from the Agency's programmatic trading desk.

2.5. Innovation

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

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

2.6. Value for Money

- 2.6.1. The Agency shall adopt a value for money mindset in the commercial relationship with the Client and also allocation of funds on behalf of Clients using this Framework.
- 2.6.2. Delivering value for money involves the efficient, effective and economic use of public funds in the delivery of services. It means seeking out and implementing solutions which achieve the best mix of quality and effectiveness for the least outlay. Decisions should be based on evidenced information and follow agreed processes and policies, challenging these appropriately where they appear to prevent good value for money.

3. Scope, Specification, Deliverables and Initiatives

The appointed Agency will: -

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

3.1. The subcontracting of Out of Home Media Buying

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

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

1. Purchase order protocol
2. Client billing process and procedures
3. The handling of the CCS Management Charge
4. The handling of the GCS Management Charge
5. Payment terms, and data security.
6. Defined team contacts
7. Access to information and data
8. Best practices and SLA
9. Schedule for periodic review and reconciliation with CCS or any appointed auditor

The agreement of and the ongoing management of this subcontract and the relationship between the two parties will be a requirement to access any PRF payment for the relevant contract year for both the Lot

1 Agency and the Agency awarded under Lot 3 of RM6123 Media Services.

3.2. Technology

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

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

3.3. Leadership

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

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

3.4. Core Scope of Work

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

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

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

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

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

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

3.4.1. Scope: Public Sector Specialist Account Management

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

3.4.1.1. Specification(s):

3.4.1.1.1. Account Management

3.4.1.1.1.1. This Account Management function is differentiated from an ordinary Account Management service through continuous development of a higher level and understanding of the Public Sector. The level of understanding referred to includes but goes beyond knowledge of marketing

campaigns and media expenditure but also an understanding of public sector organisations, Government and departmental priorities, policy and policy objectives, remits and responsibilities, funding, key political and non-political stakeholders and stakeholder groups, governing bodies, accountable parent organisation(s) and an awareness and appreciation of the emerging news and context of parliament, government and government communications. The team should on an ongoing basis input this knowledge into the total delivery of service to the client. The Agency is not expected to recruit specifically for this specification but is expected to continue to develop this account management to have this sort of client knowledge and understanding.

- 3.4.1.1.1.2. The Agency will provide sufficient resources for out of hours, emergency, bank holiday periods and ensure sufficient resilience and back up expertise is available when needed.
- 3.4.1.1.1.3. The Agency will deliver an agile solution that provides for each and every client, regardless of macro factors (e.g. emergency campaigns, unplanned pauses) whilst mitigating impact on budgets.
- 3.4.1.1.1.4. The Agency will coordinate activity across the service provisions and review monthly with CCS and Agency central teams the effectiveness of this approach, providing feedback and suggested changes where required. CCS and Agency central teams will provide local team feedback at the monthly meetings to share feedback to ensure an effective service delivery for all Client types.
- 3.4.1.1.1.5. The Agency will allocate specific named account teams for each Client. The Agency

will work with each Client and provide the media buying implementation service tailored to such Client's requirements. Requirements can be broadly grouped into three types:

- 3.4.1.1.1.5.1. Strategic implementation: Clients who have some existing media knowledge, and require deep media expertise with forward thinking approaches and innovation for media buying routed in the strategy for campaigns. The Agency will be engaged from the first briefing with the creative and planning agencies to facilitate this change in role;
 - 3.4.1.1.1.5.2. Support implementation: Clients who need good quality media thinking and guidance in media buying opportunities and support in understanding the rationale for proposal and implications of buying recommendations; and
 - 3.4.1.1.1.5.3. Buying implementation: campaigns from Clients that require straightforward booking of media to secure the best value to deliver the desired outcome objective and metric set for the activity.
- 3.4.1.1.2. Continuous Improvement Programme
- 3.4.1.1.2.1. The Agency will be required to involve its Senior Stakeholders in the annual continuous improvement programme.
 - 3.4.1.1.2.2. The Agency will be expected to draw upon suitably resource from with its team to support on any relevant programme.
 - 3.4.1.1.2.3. The design and implementation of the continuous improvement programme is to be done in collaboration with GCS and CCS.

3.4.1.1.2.4. The Agency should aim to achieve coherence in the focuses of the continuous improvement programme over the duration of the agreement.

3.4.1.1.2.5. The programme should have a clear set of deliverables agreed at the outset of each cycle of the continuous improvement programme.

3.4.1.1.2.6. The Agency is required to provide experienced and suitably proficient project management personnel.

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

3.4.1.2. Deliverable(s):

3.4.1.2.1. **Public Sector Specialist Account Management Service(s)** Over the duration of the Framework Agreement the Agency shall develop and maintain a body of knowledge about Government and Public sector and shall provide comprehensive account management services to the Client. The service is required to be provided by an account management team that is constantly growing its knowledge of public sector, government and government communications and capable of transferring this knowledge into all other deliverables and client engagements provided or conducted by the other component parts of the Agency. This is considered to be a Client Deliverable.

3.4.1.2.2. **Client Specific Public Sector Overview Document(s)** The Agency shall produce a document(s) reviewing the previous fiscal year and the impact of that Client's paid media and present that document as a review of the previous fiscal year and the impact of that Client's paid media campaigns on the Clients policy objectives, wider public sector and provide learnings and recommendations for the subsequent year(s). This

is considered to be a Client Deliverable available to clients spending an agreed upon amount in an annual year. That amount is to be agreed between CCS and the Agency on an annual basis.

- 3.4.1.2.3. **Cross Government Public Sector Overview Document(s)** GCS and Central Government Clients campaigns need to be delivered against the identified Prime Minister's priorities each year. At the end of a fiscal year the Agency will be required to provide a document(s) to show how paid media investment has contributed towards each of the identified Prime Minister's priorities. The Agency shall produce this annual document and present it as a review of the previous fiscal year, providing learnings and recommendations for the subsequent year(s). This is considered to be a Framework Deliverable.
- 3.4.1.2.4. **HMG Response Recommendation Document(s)** Upon substantial developments or significant breaking news the Agency having consulted CCS and GCS shall produce a proactive document(s) providing recommendations on how paid media can be deployed in response, the Agency must also be available to present its recommendations to or in collaboration with GCS, CCS or any specific Central Government Department using this Framework Agreement. This is considered to be a Framework Deliverable.
- 3.4.1.2.5. **Annual Designated Research Programme(s)** On an annual basis the Agency shall produce an annual research piece as directed and agreed by GCS focused on paid media and public sector Outcomes. This is considered to be a Framework Deliverable.
- 3.4.1.2.6. **Risk Register Document(s)** - The Agency will keep an updated document(s) as a risk register that logs all anticipated and realised risks in relations to the delivery of the services to Clients on the Framework Agreement, including what mitigations and interventions were taken, when those actions were taken and a designated accountable person. This document must be accessible to CCS at all times. CCS should be informed when any change to the document is

made. This is considered to be a Framework Deliverable.

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

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

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

3.4.1.2.8.2. Where relevant, accommodate a suitable data structure to handle the hierarchy of briefs, campaigns and media plans.

3.4.1.2.8.3. Maintain a suitable and consistent taxonomy.

3.4.1.2.8.4. Maintain a consistent method of data entry.

3.4.1.2.8.5. Detailed SLAs procedure followed for each campaign.

3.4.1.2.8.6. Detail the organisation running the activity.

3.4.1.2.8.7. Detail whether the organisation is Central Government or Non-Central Government.

3.4.1.2.8.8. Detail the exact date the brief was received

3.4.1.2.8.9. Detail the exact date the brief was responded to

3.4.1.2.8.10. The Agency shall indicate whether the brief was responded to 'late' or 'on-schedule'

3.4.1.2.8.11. Detail the exact date the campaign went live

3.4.1.2.8.11.1. Where a campaign has multiple elements going live at different dates the Agency shall use the date when with more than 75% of the monetary value of the campaign was set live

3.4.1.2.8.12.

- 3.4.1.2.8.13. Where different elements of the campaign went live at different times, details should be included in an *additional notes* field.
- 3.4.1.2.8.14. Include spend by campaign to date.
- 3.4.1.2.8.15. Design a classification and include a fixed entry campaign classification taxonomy to indicate the current status of the campaign.
- 3.4.1.2.8.16. Where its activity is related to a Government client, Include PASS ID or equivalent identifier.
- 3.4.1.2.8.17. Where its activity related to a GCS priority or theme for that period providing additional columns for that to be detailed.

This is considered to be a Framework Deliverable.

- 3.4.1.2.9. **Campaign Coordination Service(s)** - The Agency shall coordinate all meetings and presentations regarding upcoming, live or completed Client campaigns pulling in the relevant resources from across the Agency to provide the client with a productive and informative meeting or presentation. This is considered to be a Client Deliverable.
- 3.4.1.2.10. **Continuous Improvement Programme(s)** - On an ongoing basis the Agency is expected to run a continuous improvement programme with designated focus areas agreed on annually and implemented quarterly with GCS and CCS. The Agency is expected to make its resources available to this programme and where it decides additional resource from the wider Agency organisation is required it shall do so at its own discretion at no additional cost to Client, CCS or GCS. This is considered to be a Framework Deliverable.

3.4.2. Scope: Media implementation

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

3.4.2.1. Specification(s):

- 3.4.2.1.1. The Agency shall ensure that the media plan it produces meets the requirements of the media buying brief and will support the media planning

Agency on its requirement to attest that the media plan does align with the buying brief.

- 3.4.2.1.2. The media plan shall detail all anticipated costs to clients. For each media plan there is expected to be a minimum of three versions over the course of a campaign. A media plan's versions must be clearly labelled and copies of each media plan retained. All versions of the media plan must be made available to Client and CCS in spreadsheet form. The three media plan versions are as follows: -

- 3.4.2.1.2.1. Agency Recommended Media Plan
- 3.4.2.1.2.2. Client Approved Media
- 3.4.2.1.2.3. Final Reconciled Media Plan

- 3.4.2.1.3. Where the media plan contains products or recommendations that would otherwise require a specific approval procedure. That specific approval procedure must be sought from the client separate to the approval of the media plan, client approval of the media plan shall not be interpreted as that specific approval. Subject to the terms of the Call of Contract CCS should be notified of all such approval requests.

- 3.4.2.1.4. Each media plan should be accompanied with a media plan rationale which provides the criteria or rationale for each product included in the media plan, this can be included as an additional page or tab in the media plan document.

- 3.4.2.1.5. Where activity is related to a Government client the approved media plan must Include PASS ID or equivalent GCS identifier.

- 3.4.2.1.6. Government Communications services restrictions or instructions are not considered to apply by default to wider public sector organisations using this Framework Agreement. The Agency should confirm the application of any instructions or restrictions to wider public sector clients with CCS.

- 3.4.2.2. Deliverable(s):

3.4.2.2.1. **Implementational Media Planning Service(s) -**

In response to a media buying brief or brief from client the Agency shall use the designated tools and talent it has available to

3.4.2.2.1.1. develop a brief to media owners and where relevant the Out of Home Specialist Agency,

3.4.2.2.1.2. collect media owner and Out of Home Specialist Agency responses

3.4.2.2.1.3. produce Media Plan Rationale Document(s) and Media Plan Document(s)

This is considered to be a Client Deliverable

3.4.2.2.2. **Media Plan Rationale Document(s)** The Agency will produce a document detailing the selection criteria and reasoning for the media products put forward in the media plan, this can be incorporated into the same document as the Media Plan Document. The document should also reference adherence to the buying brief and how the plan put forward will deliver on Outcomes as well as reach and engage the designated target audience(s).

This is considered to be a Client Deliverable.

3.4.2.2.3. **Media Plan Document(s)** The Agency shall produce a spreadsheet document detailing a media laydown in granular detail within each media channel, including but not limited to: -

3.4.2.2.3.1. Exact media investment planned.

3.4.2.2.3.2. All technology used and associated costs.

3.4.2.2.3.3. All data used and associated costs.

3.4.2.2.3.4. All Media Suppliers.

3.4.2.2.3.4.1. With clear and visible demarcation of any Media Suppliers or third parties that the Agency or its Agency holding group has any interest in or is on a trading deal, preferred supplier list or equivalent arrangement.

3.4.2.2.3.5. All advertising formats and any associated production costs.

3.4.2.2.3.6. Estimated frequency for each product.

3.4.2.2.3.7. All Quality parameters.

3.4.2.2.3.8. All Total Planned costs.

3.4.2.2.3.9. All Amounts reserved as contingency.

3.4.2.2.3.10. Gross Media Cost.

3.4.2.2.3.11. Net Media Costs.

3.4.2.2.3.12. VAT.

- 3.4.2.2.3.13. Agency Discount.
 - 3.4.2.2.3.14. Agency Fee.
 - 3.4.2.2.3.15. ASBOF.
 - 3.4.2.2.3.16. Digital Service Tax.
 - 3.4.2.2.3.17. CCS levy.
 - 3.4.2.2.3.18. GCS Levy.
 - 3.4.2.2.3.19. Where biddable is used estimate unit cost
(In a Reconciled Media Plan this is to be updated with the average media unit price or equivalent metric representative of the unit price paid)
 - 3.4.2.2.3.20. Buy Type.
 - 3.4.2.2.3.21. Client Organisation Name.
 - 3.4.2.2.3.22. Date.
 - 3.4.2.2.3.23. Campaign Name.
 - 3.4.2.2.3.24. Where relevant PASS ID or equivalent.
 - 3.4.2.2.3.25. Approver Name.
 - 3.4.2.2.3.26. Approver email.
 - 3.4.2.2.3.27. Planner Name.
 - 3.4.2.2.3.28. Planner Email.
 - 3.4.2.2.3.29. Agency Name.
 - 3.4.2.2.3.30. Glossary of any abbreviations used
- This is considered to be a Client Deliverable.

3.4.3. Scope: Media Buying

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

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

- | | |
|-----------------------------------|--------------------|
| a) Regional media | b) Vod/AdSmart |
| c) Hyper Local Media | d) Radio |
| e) Print – National & Local Press | f) Digital Radio |
| g) Print – Local Press | h) Digital Display |
| i) Print – Consumer | j) Experiential |

- | | |
|------------------------------|--|
| k) Print – Trade Press | l) Direct Mail |
| m) Print – Financial Press | n) Email Marketing |
| o) Print – Magazine | p) Pay-per-click (PPC) |
| q) Print – Specialist Titles | r) In-app |
| s) Print – Recruitment | t) SMS Marketing |
| u) TV | v) Cinema |
| w) Regional TV | x) Content Marketing |
| y) Smart TV/Games Console | z) Voice and Audio Services |
| aa)Telemarketing | bb)Recruitment
Channels/Job Boards |
| cc)Search Engines | dd)Addressable Media
(including TV) |
| ee)Sponsorship | |
| | ff) Out of Home Media ¹ |

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

3.4.3.1. Specification(s):

- 3.4.3.1.1. The Agency must be suitably capable of activating campaigns at speed.
- 3.4.3.1.2. The Agency must ensure its media buying function accurately follows financial processes and procedures to reduce invoice queries.
- 3.4.3.1.3. The Agency must ensure that its media buying function is suitably resourced and capable of compiling reports and producing documents.
- 3.4.3.1.4. Frequency;
 - 3.4.3.1.4.1. The Agency will put in place frequency caps across all channels where measurable. The

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

Agency shall do so not only on individual campaigns, but where possible, also for audiences to prevent over-saturation and message fatigue for campaigns.

- 3.4.3.1.4.2. Consideration should be given to the impact of low cookie consent opt-in rates that some Government Departments using this Framework will have. This will impact the Agency's ability to use first party website metrics in evaluating campaign performance. The Agency will be required to keep pace with alternative solutions as they become available.

3.4.3.1.5. Media Campaign Reporting

- 3.4.3.1.5.1. The Agency should agree with the Client in advance of a campaign commencing a schedule for reporting that includes frequency of reporting, format of the report and the way in which the report will be shared.
- 3.4.3.1.5.2. Where possible the Agency should seek to automate campaign reporting.
- 3.4.3.1.5.3. The Agency should on an ongoing basis and before every campaign check with clients of the usefulness of the reports to be produced and be flexible to clients required amendments to make any standardised reporting more suitable for that specific Client.
- 3.4.3.1.5.4. All reports produced must be stored and made accessible to CCS at all times during the Framework Agreement and for the contractually required time thereafter.
- 3.4.3.1.5.5. All reports should be provided in spreadsheet format and where appropriate retain formulas used to calculate all cells. Unless requested by Client no reports shall be shared in an image format.
- 3.4.3.1.5.6. Unless requested by Client no reports shall be password protected.

3.4.3.1.6. Advertising Operations Services

- 3.4.3.1.6.1. The Agency is required to provide agile and effective systems of setting up campaigns correctly and in line with any requirements in this Framework Agreement.
- 3.4.3.1.6.2. The Agency is expected to adopt suitable methods and processes to automate advertising operations, minimising risk of human errors and maximising the efficiency and speed at which activity can be set live, paused or stopped altogether.
- 3.4.3.1.6.3. The Agency is also expected to monitor assets utilisations and provide insight and reporting on underutilised assets.
- 3.4.3.1.6.4. The Agency is also expected to maintain an issues log of trafficking issues with specific creative agencies or clients which add inefficiency to the advertising operations process
- 3.4.3.1.6.5. The Agency will be expected to follow best practice procedures and make recommendations to clients and third party agencies on issues such as file type, file size, formats and creative suitable to a specific channel
- 3.4.3.1.6.6. The Agency will be required to ensure best practices regarding campaign tracking are adopted and implemented, such as tagging and utm parameters, to support evaluation. This will include frequent monitoring and auditing of tags in use and removal of those no longer required.
- 3.4.3.1.6.7. The Agency will be required to provide an advertising operation service that is technically proficient to deliver advanced advertising operations requests such as dynamic creative, dynamic feedsheets and other advancements as they arise.
- 3.4.3.1.6.8. For Central Government and GCS Clients a unique campaign ID will be generated during the CSB/PASS approval stage. That ID will need to be incorporated as an identifier against all lines of activity and

used by the media buying Agency through the campaign lifecycle to aid tracking.

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

3.4.3.1.7. Hard to Engage Audiences

- 3.4.3.1.7.1. Clients using this Framework Agreement have a duty to communicate with a variety of audiences in different regions and communities across the UK. The Agency must as part of its media buying service be able to activate media that will support Clients in engaging with a diverse range of common and uncommon audiences.
- 3.4.3.1.7.2. Client's using this Framework do not commonly face issues *reaching* a diverse range of common and uncommon audiences or audience traits but will need the Agencies expertise in *engaging* specific audiences with common and uncommon audiences or audience traits through media buying tactics.
- 3.4.3.1.7.3. The Agency will provide these services in line with the Client's requirement to engage with a specific audience or audience group including but not limited to: -
 - 3.4.3.1.7.3.1. A specific regional, local and hyper local community.
 - 3.4.3.1.7.3.2. A specific cultural group or groups of people.
 - 3.4.3.1.7.3.3. A specific minority audience or audience group.
 - 3.4.3.1.7.3.4. Any specific bespoke and or custom audience or audience group.

- 3.4.3.1.8. The Agency will be expected to have suitable knowledge and capabilities to activate media opportunities specifically effective at engaging commonly harder to engage audience groups.
- 3.4.3.1.9. The Agency will be required to have suitable knowledge to reach and engage with communities and have the capability to identify traits, habits and media consumption that will aid in engaging the target audience through media buying tactics.
- 3.4.3.1.10. The Agency will be required to have the capability to secure specific media inventory or build media supplier relationships to aid buying against niche audiences.
- 3.4.3.1.11. Advertising Verification and Assurance
 - 3.4.3.1.11.1. Viewability
 - 3.4.3.1.11.1.1. Targeting an industry-leading Viewability standard is a priority for CCS and GCS. It is important that campaign impressions are viewed by the maximum number of people within quality environments to
 - 3.4.3.1.11.1.1.1. ensure activity is effective and
 - 3.4.3.1.11.1.1.2. demonstrate responsible use of taxpayer's money.
 - 3.4.3.1.11.1.2. The Agency is required to work towards a goal of 100% Viewability but does not have to trade on a viewable only basis. The Agency should adopt the most suitable trading methodology for achieving the highest Viewability score possible whilst adhering to the principle of Value for Money.
 - 3.4.3.1.11.1.3. Specific Viewability levels will be confirmed in the Call-Off Contracts for each campaign and Brief.
 - 3.4.3.1.11.1.4. The Framework definition of a viewable ad impression is:
 - 3.4.3.1.11.1.4.1. A served ad impression where the ad was contained in the viewable space of the

browser window, on an in-focus browser tab, with 100% Viewability and the following specific durations across the following digital advertising placements:

- 3.4.3.1.11.1.4.1.1. Display – 100% in view, for a minimum of 1 continuous second^[1]
- 3.4.3.1.11.1.4.1.2. Video (e.g. pre-roll) – 100% in view for half the duration of the ad (15 second cap, sound on)
- 3.4.3.1.11.1.4.1.3. In-feed Video in Social – 100% in view for half the duration of the ad (15 sec cap, no sound)
- 3.4.3.1.11.1.4.1.4. The 'In-feed Video in Social' standard refers to video inventory bought on an impression basis across applicable social media platforms
- 3.4.3.1.11.1.4.1.5. Native/Outstream Video - 100% for half the duration of the ad (15 second cap, no sound)
- 3.4.3.1.11.1.5. Campaigns buying below the Viewability standards for a Viewable Impression will be required to show evidence for this decision in their respective Briefs and any further documentation as required. CCS and GCS must be informed of any such requests.
- 3.4.3.1.11.1.6. The Agency shall work with the Client to test different Viewability standards across campaigns in order to inform longer-term decision making around expected standards and to achieve the most effective outcomes for campaigns.

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

media products and contexts in which the paid media advertisement of Clients using the Framework Agreement may appear. Campaign activity needs to be not only brand safe but also suitable for the advertisers' brand. The activity of the Client's using the Framework Agreement encompasses various different departments and organisations and a diversity of campaigns with a range of tolerances. The Agency needs to have measures in place that allow for flexibility across government campaigns.

- 3.4.3.1.11.2.6. The Agency must have in place an approach to brand safety that has contextual capabilities to mitigate as much as possible against any unintended exclusions.
- 3.4.3.1.11.2.7. The Agency will agree with CCS and GCS on which brand safety and content verification tools ("CV Tools") will be used in relation to the Client's Digital Media Placements to enable the Client to monitor content verification, Viewability measurement and fraud detection. The parties will monitor the performance of the CV Tool on an ongoing basis and the cost of such CV Tools shall be charged to the Clients on a pass through basis. The Agency shall also disclose to the Client any interests that it or the Agency Group has in any technology Agencies uses in the course of any services on this Framework Agreement.
- 3.4.3.1.11.2.8. CCS and GCS must be provided with unrestricted access to full reports from the CV Tool on an ongoing basis. These reports should include data on the number and rate of Viewable Impressions, total

impressions, click-throughs, domains, time and date stamp and any other applicable engagement metrics agreed between the parties in relation to each Digital Media Placement.

3.4.3.1.11.2.9. Where available, the reports shall also include details of any brand safety issues, ad collision and any actual or suspected traffic fraud or domain spoofing in relation to each Digital Media Placement. CCS and GCS will be provided with full access to the CV Tool in relation to Digital Media Placements.

3.4.3.1.11.2.10. Where ads are placed in connection with any fraudulent, non-viewable and/or unsafe traffic and such ads are paid for by the Agency, the Agency must use reasonable endeavours to recover the value of such ads placed in cash, credits and/or other compensation on a proportionate basis Each Client shall receive a proportionate share of any sums, credits or other compensation where the same is recovered by the Agency.

3.4.3.1.11.2.11. Where the Agency is not obliged to pay for ads (whether declared as Viewable Impressions or not), the Client shall not be required to pay for such ads.

3.4.3.1.11.2.12. Where ads are placed in connection with any fraudulent, non-viewable and/or unsafe traffic and such ads are paid for by the Agency, the Agency must use reasonable endeavours to recover the value of such ads placed in cash, credits and/or other compensation on a proportionate basis Each Client shall receive a proportionate share of any sums, credits or other compensation

where the same is recovered by the Agency.

3.4.3.1.11.2.13. By default the Agency's inclusion and exclusions list should be adopted. However upon request from the Client the Agency will provide the Client with a list of websites and apps that appear on its brand safe list so that the Client may create its own list of third party approved websites and apps ("Client Inclusion List").

3.4.3.1.11.2.14. The Agency will only run Media Placements on websites and apps if they appear on the Client Inclusion List. The Client shall have the right to amend the Client Inclusion List on 3 Working Days' notice to the Agency.

3.4.3.1.11.2.15. The Agency shall not put Media Placements on websites, apps, or platforms that it should reasonably be aware contain or link to the following content ("Exclusion Content") unless otherwise approved by the Client in writing:

3.4.3.1.11.2.15.1.1. obscene, indecent or pornographic content (including child pornography);

3.4.3.1.11.2.15.1.2. content that is hateful, threatening, harassing or abusive;

3.4.3.1.11.2.15.1.3. violent content;

3.4.3.1.11.2.15.1.4. content liable to incite racial hatred or other forms of unlawful discrimination;

3.4.3.1.11.2.15.1.5. content liable to incite acts of terrorism;

3.4.3.1.11.2.15.1.6. content containing excessive profanity;

3.4.3.1.11.2.15.1.7. content relating to illegal drugs or drug paraphernalia;

- 3.4.3.1.11.2.15.1.8. content relating to the sale of firearms, ammunition or other weapons;
- 3.4.3.1.11.2.15.1.9. content that is defamatory or trade libellous;
- 3.4.3.1.11.2.15.1.10. content relating to the sale or promotion of counterfeit goods;
- 3.4.3.1.11.2.15.1.11. content that infringes any third party's Intellectual Property Rights, other proprietary rights or rights of publicity or privacy;
- 3.4.3.1.11.2.15.1.12. content that contains viruses, trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, surreptitiously intercept, detrimentally interfere with or expropriate any system, data or personal data;
- 3.4.3.1.11.2.15.1.13. content that is otherwise harmful, unlawful or illegal;
- 3.4.3.1.11.2.15.1.14. alcohol-related content; (unless required for campaign purposes)
- 3.4.3.1.11.2.15.1.15. gambling-related content; (unless required for campaign purposes)
- 3.4.3.1.11.2.15.1.16. tobacco-related content; (unless required for campaign purposes)
- 3.4.3.1.11.2.15.1.17. content relating to prescription drugs;

- | | |
|-----------------------|---|
| | (unless required for campaign purposes) |
| 3.4.3.1.11.2.15.1.18. | unmoderated forums; and/or |
| 3.4.3.1.11.2.15.1.19. | content that is harmful to minors in any way or otherwise unsuitable for them to view, |
| 3.4.3.1.11.2.15.1.20. | content that could be defined as disinformation and deliberately misleads or misinforms users |
| 3.4.3.1.11.2.15.1.21. | environments that do not comply with relevant regulatory or legislative guidance. |
| 3.4.3.1.11.2.16. | The Agency shall use appropriate software tools to verify that the websites and apps on the Client Inclusion List do not contain any Exclusion Content. The Client shall not pay for ad impressions, clicks or post-campaign conversions delivered on inventory that contains any Exclusion Content. In the event that the Agency discovers or is notified that a Media Placement has appeared on a website that contains or links to Exclusion Content it shall use its best endeavours to remove the Media Placement as soon as possible and in any event within twenty four (24) hours of discovery or notification. |
| 3.4.3.1.11.2.17. | Notwithstanding the foregoing, the parties acknowledge news reporting editorial about content considered to be Exclusion List Content ("Editorial Content") may feature on Client Inclusion List websites and apps and that the Agency shall not be in breach of this paragraph or any clause in this Framework Agreement if Media Placements are made on |

Client Inclusion List websites and apps featuring such Editorial Content.

- 3.4.3.1.11.2.18. The Agency shall, in conjunction with the Client, conduct quarterly reviews and updates of the Exclusion Content and quarterly audits of the Exclusion Content against ad network buys, programmatic trading and promptly share the results with the Client. This should include a review of any Keyword Blocklists in use.
- 3.4.3.1.11.2.19. The Client shall be entitled to request for specific websites or apps to be removed/blocked from its digital campaigns (provided such notice is given at least twenty four (24) hours before activation) and the Client must approve the use of any ad network before any insertion orders (IOs) or Trading Deals are signed off by the Agency.
- 3.4.3.1.11.2.20. The Agency is aware of the Digital Trading Standards Group ("DTSG") "Good Practice Principles" and will comply with those principles, including using its reasonable endeavours to minimise the risk of ad misplacement, when supplying the Services.
- 3.4.3.1.11.2.21. The Agency shall not place media on websites or their app counterparts that appear on the Police Intellectual Property Crime Unit ("PIPCU") Infringing Website List.
- 3.4.3.1.11.2.22. The Agency will designate specific resources at a senior level to proactively develop brand safety and content verification policy in line with industry developments and embed agreed processes and best practice across the organisation. This may include but will not be limited to

providing bespoke training to the Client.

3.4.3.1.11.3. SAFE Framework - The SAFE Framework is the existing GCS standards which must be adhered to at a minimum across paid activity. These standards are not 'fixed', they may change in line with future challenges/issues within the industry. The Agency must proactively update GCS on industry brand safety developments and best practice and advice on new standards.

3.4.3.1.11.3.1. The Agency will be required to provide a designated Senior Responsible Officer to proactively develop brand safety and content verification policy in line with industry developments and embed agreed processes and best practice across the organisation. This may include but will not be limited to providing bespoke training to the Client

3.4.3.1.11.3.2. The Agency will also be required to implement the SAFE Framework across all Video inventory and utilise Agency products such as YouTube Curate to do so.

3.4.3.1.11.4. Ad Fraud

3.4.3.1.11.4.1. The Agency shall adopt policies and strategies to identify traffic fraud and mitigate its impact including implementing technology to detect and prevent such fraud and filtering traffic through suppliers who prioritise fraud detection.

3.4.3.1.11.4.2. Where Ad Fraud tools are employed, the Client shall only pay for ad impressions, clicks or post-campaign conversions verified by the ad fraud tool as being human traffic and, to enable the Client to verify compliance, the Agency shall provide the Client with access to monthly campaign level ad fraud reports and administrative access to the Client's account on the Ad Fraud detection

platform. Where ads are placed in connection with any fraudulent, non-viewable and/or unsafe traffic and such ads are paid for by the Agency, the Agency must use reasonable endeavours to recover the value of such ads placed in cash, credits and/or other compensation on a proportionate basis. Each Client using an appropriate monitoring tool shall receive a proportionate share of any sums, credits or other compensation where the same is recovered by the Agency.

3.4.3.1.12. Although much of the above specification refers to digital channels the Agency shall consider equivalent issues in all other channels and work collaboratively with the Client in mitigating them.

3.4.3.1.13. The Agency must be fully capable of activating campaigns across the entirety of the UK as well as in individual devolved administrations, regions, local governments and communities that make up the UK. The supplier must also be capable of activating against audiences in international markets.

3.4.3.2. Deliverable(s):

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

- 3.4.3.2.2. **Advertising Operations Service(s)** - The Agency is required to provide advertising operation services that are agile and suitable to meet the requirements of a variety of clients under this Framework Agreement some of which will be seeking to get activity live as soon as possible. The Agency is also encouraged to take an innovative approach to driving further efficiencies in its adoperation services through use of automation or any other approaches that can meet Client requirements. This is considered to be a Client Deliverable.
- 3.4.3.2.3. **Campaign Optimisation Service(s)** - For every media buy the Agency will continue to optimise the campaign on an ongoing basis with the objective of improving campaign performance as much as is possible and in line with the standards as communicated by the Client. This is considered to be a Client Deliverable.
- 3.4.3.2.4. **Media Campaign Reporting Service(s)** - The Agency is required to provide services for Campaign Reporting, which includes at designated times during or after a campaign providing clients with insights, statistics, analysis and update of the status of a campaign or piece of activity within a campaign. These services should be provided to the client by way of documents, dashboards and/or presentations as agreed and deemed appropriate by the Client and CCS. This is considered to be a Client Deliverable.
- 3.4.3.2.5. **Brand Safety and Ad Fraud Service(s)** - The Agency will provide Brand Safety monitoring, intervention and reporting service to Clients using this Framework Agreement specifically flagging issues and deploying interventions within 24 hours. This will include proactive engagement with leading publishers and platforms used to provide services under this Framework Agreement on their brand safety and Ad Fraud standards. The Agency will also procure and select the most suitable technologies and solutions to meet the Client's specific requirements. This is considered to be a Client Deliverable.

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

- 3.4.3.2.9.10. Targeting Used
- 3.4.3.2.9.11. Buy Type
- 3.4.3.2.9.12. Unit Cost
- 3.4.3.2.9.13. Total Media Buy Cost

This is considered to be a Framework Deliverable

- 3.4.3.2.10. **Reconciled Media Plan Document(s)** - The Agency will reconcile all media costs against each approved Client media plan and PO. This will be done within 60 calendar days of media activity ending. Invoices and credits will be issued within 30 calendar days of reconciliation, or prior to the start of the fiscal year whichever comes first. The reconciled plan shall be made available to CCS and the Client at all times over the course of the Framework Agreement. This is considered to be a Client Deliverable.
- 3.4.3.2.11. **Clash Management Procedure Document(s)** - The Agency shall produce and maintain a document detailing its procedure for handling Clash Management across all channels for the variety of campaigns run for Client's through this Framework Agreement. As a minimum the document will be reviewed and updated on an annual basis. The Document shall be made available to CCS at all times over the course of the Framework Agreement and for a suitable period of time thereafter. This is considered to be a Framework Deliverable.
- 3.4.3.2.12. **Log of Traffic Assets Document(s)** - The Agency is required to maintain and share with CCS a document as a log of all trafficked creative assets including but not limited to details such as: -
 - 3.4.3.2.12.1. File name
 - 3.4.3.2.12.2. Third Party providing the file
 - 3.4.3.2.12.3. Date the creative was set live
 - 3.4.3.2.12.3.1. Date of which the first unit of media was delivered
 - 3.4.3.2.12.4. Format
 - 3.4.3.2.12.5. Channel
 - 3.4.3.2.12.6. Approximate Media Units delivered against that creative asset

This is considered to be a Framework Deliverable.

- 3.4.3.2.13. **Report on Asset Utilisation Document(s)** - On a quarterly basis the Agency is required to maintain and share a report and insight into creative asset utilisation across by channel, by Client with CCS. This is considered to be a Framework Deliverable.
- 3.4.3.2.14. **Repository of evidence of Live Activity Services** - The Agency is required to maintain and make available to CCS at all times a repository of images evidencing the activation of media activity. As a minimum the Agency should provide one image of a creative asset in the situation of a media buy per media channel activated for each campaign. The situation needs to be indicative of the standards which apply to the media buy. This is considered to be a Framework Deliverable.
- 3.4.3.2.15. **Live Campaign Reporting Document(s)** - The Agency is required to provide live and up to date reporting documents to the client on performance and status of a campaign, the frequency of that reporting should be agreed with the Client taking into consideration the duration of the activity, ongoing rate of investment and the opportunities for optimisations for that activity. The Agency should agree with the client the exact period of time the report should cover. This is considered to be a Client Deliverable.
- 3.4.3.2.16. **Post Campaign Reporting Document(s)** - The Agency is required at the end of the campaign to provide a comprehensive document report of the activity that has run. As well as all statistics and information relating to the media. The report should also include insight and analysis into learnings and what could be improved from the campaign. The Agency should agree with the Client the relevant time after the campaign has run for the Post Campaign Report to be delivered. This is considered to be a Client Deliverable.

3.4.4. Scope: Biddable Media Team

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

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

3.4.4.1. Specification(s):

- 3.4.4.1.1. Programmatic is not considered to be a media channel, it is considered to be a method of buying media. Real Time Bidding and Programmatic Guaranteed are considered to be one of many types of Programmatic trading methods.
- 3.4.4.1.2. The specification of the Biddable Media Team is to provide services for all media channels with Real Time Bidding opportunities. Programmatic Guaranteed opportunities are not strictly considered to be exclusive to the remit of the Biddable Media Team and should also be explored as part of ordinary media buying services.
- 3.4.4.1.3. With the exception of programmatic out of Home. All channels that are subjected to real time bidding mechanisms are considered to be within the remit of the Biddable media team. The Biddable Media Team shall work collaboratively with the appointed OOH Specialists Agency equivalent team with Real Time Bidding capabilities.
- 3.4.4.1.4. The Biddable Media Team shall contain suitably experienced individuals with the correct level of technical, mathematical, analytical and creative capabilities. The biddable media team should be able to deploy suitable bidding strategies, techniques, analysis, automated workflows and utilise programmable technologies.
- 3.4.4.1.5. The Biddable Media Team will be required to be an innovative and future thinking component of the services. The Biddable Media Team will always be considering the future direction of travel of access media inventory and proactive seeking out upcoming RTB opportunities across all channels.
- 3.4.4.1.6. The Biddable Media Team will also be proactive in cross media measurement opportunities and audience tactics.

- 3.4.4.1.7. The Biddable Media Team will be proactive in fostering consideration throughout the entire marketing process including liaising with Clients, creative agencies, media planning agencies and any other relevant third parties.
- 3.4.4.1.8. The Biddable Media Team shall work closely with the GCS MMD team or equivalent functions of any client using this Framework Agreement.
- 3.4.4.1.9. Login access to all platforms used by the Biddable Media Team will be available to CCS and GCS. Login access should also be available to Client's using this Framework Agreement for the parts of those platforms concerning services that have been provided to them specifically. The Agency is required to set up all platforms in a way that can facilitate this access and enable transfer of any specific client or client groups instances or accounts from the Agency to Client, GCS or CCS.
- 3.4.4.1.10. Subject to the relevant confidential terms in the Framework Agreement or Call-Off Contract the Agency is also required to make read only access available to any third parties agencies at Clients, GCS or CCS's request.
- 3.4.4.1.11. Clients using this Framework Agreement may consider/request owning direct ad technology supplier contracts (such as demand-side platform, brand safety tools, ad fraud detection tools, Viewability etc.). The Agency shall comply with such request(s) and include the ability for the Clients to own direct ad technology contracts in the bidding process during the Term and accounted for in the Agency's Charging Structure. This includes, but is not limited to, any dedicated CCS, GCS or Central Government Department seats or instances on any platforms.
- 3.4.4.1.12. During the Transition Period the Agency consideration should be given to the potential requirement to decouple the current advertising technology platforms or establishing a new account structures.

3.4.4.1.13. In relation to Programmatic Media procured by the Agency, the Agency shall:

- 3.4.4.1.13.1. outline, log and report to the Client in relation to the full time equivalents (FTE) working across the programmatic trading of the Client;
- 3.4.4.1.13.2. disclose to the Client managed services fees and explain and demonstrate how they will be calculated and applied;
- 3.4.4.1.13.3. disclose to the Client any additional markups or profit from managing the Client's Programmatic Media;
- 3.4.4.1.13.4. disclose to the Client rebates or preferred Supplier arrangements, including areas such as discounted tech platform fees, shared platform managed services staffing support, rebates tied to spend tiers, etc;
- 3.4.4.1.13.5. disclose to the Client its programmatic preferred media or data deals that the Agency has brokered for its Agency trading desk in order to avoid bias;
- 3.4.4.1.13.6. grant the Client appropriate read only and administrative access to all media-buying platforms, including access to reports and (where required by the Client) to online and offline data including API access.
- 3.4.4.1.13.7. The Agency will implement a fully disclosed and transparent programmatic trading desk model for the all Client's and will provide an itemised breakdown of all costs and/or fees for any aspect of the this programmatic trading desk including but not limited to tech, media, data, custom engineering;
- 3.4.4.1.13.8. Comply with the Client's strict programmatic optimisation and trading controls including tolerance of bid prices, floor prices, buying strategy on Open Marketplace (OMP) and Private Market Place (PMP) deals, strategy budgets, campaign budgets including all standard campaign management controls in order to avoid unwarranted trading.

3.4.4.2. Deliverable(s):

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

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

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

This is considered to be a Framework Deliverable

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

3.4.5. Scope: International Media Buying

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

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

3.4.5.1. Specifications(s)

3.4.5.1.1. The Agency will be required to provide paid media services to reach businesses, citizens, consumers, businesses, governments and foreign public sector organisations audience and audience group solutions.

3.4.5.1.2. The Agency must provide document evidence in the form of a proposal to support the suitability of organisations it owns or has any interest in to support a client's international requirements. Where the Agency doesn't have a suitable presence within a specific market the Agency is expected to hold a competitive process for subcontracting the services to a suitable local Agency. The Agency must keep the client included and informed on decisions made and the selection criteria which informed that decision. Any Agency subcontracted via this route must be capable of providing the service with the agreed upon international local market rates.

3.4.5.1.3. In addition the Agency must also be capable of providing international Business to Business (BTB) services.

3.4.5.1.4. The Agency will be expected to provide a joined up domestic and centrally run international services ensuring true collaboration and consistency in the service levels and standards of each including but not limited to;

3.4.5.1.4.1. the same or equivalent escalation procedures and performance management processes

- 3.4.5.1.4.2. Proper inclusion and consideration of International in all initiatives, projects, research pieces or continuous improvement programmes.
- 3.4.5.1.5. Typically international campaigns can require multiple regional market implementations by regional Agency teams in North America, Europe, Middle East and Africa and Asia Pacific, coordinated by a UK based Agency central team.
- 3.4.5.1.6. The Agency must be able to create and execute plans on an international basis. International briefs may require coordination from the UK or within the local market.
- 3.4.5.1.7. The Agency will also be expected to provide specialist insight and knowledge into Clients desired markets and inform the client in response to a brief of any specific requirements to procure media in a particular region and geographic region.
- 3.4.5.1.8. The Agency is expected to be suitably knowledgeable of the paid media market in an international region and take into consideration all ongoing and upcoming events, occasions, seasons, laws, bylaws advertising standards, advertising restrictions and prevailing issues within that market and as relevant to the Clients requirement.
- 3.4.5.1.9. Where possible the Agency is expected to make reasonable attempts to resolve or mitigate any issues arising out of unforeseen issues between the agreed upon charging structure and legal or otherwise requirements of any international market.
- 3.4.5.1.10. The Agency is expected to work with Clients to determine whether it would be suitable for the services to be provided from the UK or locally depending on the requirements and region.
- 3.4.5.1.11. The Agency is required to support the Government in navigating the changing paid media landscape. This includes but is not limited to: -

- 3.4.5.1.11.1. ensuring that that Government departments can: -
- 3.4.5.1.11.2. continue to communicate to audiences in a privacy compliant way,
- 3.4.5.1.11.3. be market leading in regards to media quality and transparency standards
- 3.4.5.1.11.4. take advantage of opportunities such as automated media buying and cross media measurement
- 3.4.5.1.11.5. promote a diverse and inclusive supply chain and talent pool.

- 3.4.5.1.12. The Agency is expected to proactively seek out new and innovative advertising opportunities in the international market.

- 3.4.5.1.13. The Agency and any of its subcontractors are expected to be fully proficient in all local or media, data and privacy region laws and regulations concerning services under this Lot.

- 3.4.5.2. Deliverables(s):
 These deliverables are in addition to those listed under 3.1.3.2 Media buying deliverables
 - 3.4.5.2.1. **International Media Buying Service(s)** - The Agency will provide comprehensive international media buying services to the Client focused on Value for Money and delivering Outcomes. This includes but is not limited to negotiation on the clients behalf, seeking out suitable investment opportunities, acting in a completely transparent manner in regards to the accrual and allocation of value, adhering to the terms of this agreement and standards as communicated by the Client. This is considered to be a Client Deliverable.
 - 3.4.5.2.2. **Market Media Market Overview** - At the request of the client the Agency will compile and provide a document which details the paid media opportunities in a given market. This document will include an index of the comparative cost of media in that market, highlight any relevant risks and provide indication on reach and engagement statistics of any commonly used media opportunities. This is considered to be a Client Deliverable.

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

3.4.6. Scope: Relationship Management Out of Home Specialist Agency

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

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

3.4.6.1. Specification(s):

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

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

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

- 3.4.6.1.4. The Agency is encouraged to facilitate embedding opportunities for personnel with the Out of Home Specialist Agency and encouraged to foster a joined up team approach to meeting clients requirements.
- 3.4.6.1.5. The Agency is expected to foster a truly transparent relationship with the Out of Home Specialist Agency sharing all Client information, data and deliverables produced that may be relevant.
- 3.4.6.1.6. In the case of a dispute between the Out of Home Specialist Agency and the Agency, CCS shall act as a point of escalation and will adopt its own procedure for resolving the dispute.
- 3.4.6.1.7. As part of the seamless delivery of service to the Client the Agency will be required to act as a billing agent for Out of Home Specialist Agency. The Agency will be required to share all information the Out of Home Specialist Agency needs to complete its own MI submission.
- 3.4.6.2. Deliverable(s):
 - 3.4.6.2.1. **Relationship Management Out of Home Media Specialist Service(s)** - With the input of the OOH Specialist Agency the Agency will lead on the design. Implementation and maintenance of a relationship management process and procedure which has the objective of facilitating a seamless customer experience of the joined up services delivered by the two agencies. This is considered to be a Framework Deliverable.
 - 3.4.6.2.2. **Client Billing Agent for Out of Home Media Specialist Service(s)** - The Agency will agree to act as a billing agent for the Out of Home Agency Specialist. The intention here is for clients to be able to facilitate the payment of the media secured via the Out of Home Specialist Agency through the same payment facilities as the rest of its media purchases. This is considered to be a Client Deliverable.
 - 3.4.6.2.3. **Terms of Reference Document(s)** - The Agency will lead with the input of the OOH Specialist Agency on a document which will set clear terms and conditions for work together, include regular meetings, the sharing of client information and data, attendance to key client meetings and any

restrictions that apply between the two organisations. This document will be reviewed on a regular basis and as a minimum annually in line with the annual review of scope led by CCS. This should be appended to the subcontract which CCS will have full access to. This is considered to be a Framework Deliverable.

3.4.6.2.4. **Service Level Agreement Document(s)** - The Agency will lead with the input of the OOH Specialist Agency on a document which provides a set of designated time durations for key deliverables between the two parties and cascading dependables including ad hoc requests from clients and CCS. The Agency will adopt a flexible approach to these SLA. This should be appended to the subcontract which CCS will have full access to. This is considered to be a Framework Deliverable.

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

3.4.7. Billing and Invoicing Support

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

3.4.7.1. Specification(s):

3.4.7.1.1. The Agency will ensure that it has suitably qualified and competent finance resources dedicated to the Framework Agreement. A single point of contact will be provided to CCS to give regular updates on all financial matters including financial audits.

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

3.4.7.2. Deliverable(s):

- 3.4.7.2.1. **Billing and Invoicing Support Service(s)** - The Agency will provide billing and invoice support services to facilitate good billing and invoicing experience for customers including the management of client POs, ensuring the entire Agency team follows best practices and managing any third party payables resource. This is considered to be a Client Deliverable.
- 3.4.7.2.2. **Financial Reporting Document(s)** - Once a month the Agency will provide CCS with a report detailing current aged debt and credit positions by client and duration of outstanding positions. On a quarterly basis the Agency will also provide an update to CCS on Aged Debt and Credit positions. This is considered to be a Framework Deliverable.
- 3.4.7.2.3. **Call of Contracts and Reporting Document(s)** - On a monthly basis the Agency will provide CCS any new Call Off contract accompanied with a up to date report of all Call Off contract under Framework Agreement including;
 - 3.4.7.2.3.1. Customer
 - 3.4.7.2.3.2. Contract Start Date
 - 3.4.7.2.3.3. Contract End Date
 - 3.4.7.2.3.4. Contract Spend Threshold
 - 3.4.7.2.3.5. Contract Spend Month to DateThis is considered to be a Framework Deliverable.
- 3.4.7.2.4. **Filing of all invoice Service(s)** - The Agency will maintain a repository of all supplier invoices related to media buys made through the CCS Framework Agreement. The Agency will also maintain a repository of all client invoices made to Clients on the CCS Framework. Both of these repositories will be available to CCS at all times over the duration of the Framework Agreement. This is considered to be a Framework Deliverable.
- 3.4.7.2.5. **Framework Commercial Model Reporting Document(s)** - In line with the Framework commercial model the Agency will provide to CCS on a monthly basis;
 - 3.4.7.2.5.1. A detailed statement of FTE costs it has incurred to provide services under the Framework Agreement

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

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

This is considered to be a Framework Deliverable.

3.4.8. Scope: GCS Benchmark Database Development

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

3.4.8.1. Specification:

3.4.8.1.1. The Agency will be required to take a version of the GCS Benchmark Database at the point of commencement of the Framework Agreement, maintain and develop it for the entirety of the Framework Agreement.

3.4.8.1.2. The Agency will be required to review the existing database then agree with GCS a methodology and process of updating the database going forward. This should also include developing additional use cases and highlighting new capabilities that could be developed.

3.4.8.1.3. The Agency will be required to ensure that the latest version of the benchmark database is available to GCS and CCS at all times over the course of the Framework Agreement.

3.4.8.1.4. The Agency will be required to produce and co-author with GCS and any Central Government Department insights and thought pieces from the GCS Benchmark database at an agreed upon frequency. Any insights, reports, data, analysis, tools, algorithms, models and presentations produced using data in the GCS Benchmark Database shall be considered to belong to GCS from the moment of creation.

3.4.8.1.5. 3 months prior to the start of the fiscal year the Agency shall work with GCS in agreeing the objectives for the GCS Benchmark Database for

that fiscal year including designing and agreeing a schedule for any development work to be completed.

3.4.8.2. Deliverable(s):

3.4.8.2.1. **Database Maintenance Services** - The Agency is expected to provide service for the maintenance and development of the GCS Benchmark Database, this includes but is not limited to;

- 3.4.8.2.1.1. Ensure that the Database is kept populated with the latest data.
- 3.4.8.2.1.2. Reviewing, rectifying and maintaining a suitable data structure and naming conventions.
- 3.4.8.2.1.3. The use of a single, consistently applied Taxonomy by the Agency - this should be developed together with central GCS. This to ensure the agency maintains well-structured and organised data, so Government can access, understand and use all data transferred.
- 3.4.8.2.1.4. Taking active steps to improve the accuracy of the data entered.
- 3.4.8.2.1.5. Exploring the application of automation, visualisation and machine learning to the GCS Benchmark Database.
- 3.4.8.2.1.6. Considering and designing potential applications and use cases with GCS.
- 3.4.8.2.1.7. Problem solving issues with internal and external access to data.
- 3.4.8.2.1.8. Exploring the augmentation of other relevant or alternative data sources.

This is considered to be a Framework Deliverable.

3.4.8.2.2. **Annual Database Development Plan**

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

- 3.4.8.2.3. **Annual Client Specific Database Insight Service(s)** - For each Client on the Framework Agreement spending above a threshold to be determined by GCS and CCS the Agency shall produce for that Client on an annual basis a specific set of insights and analysis from the GCS Benchmark Database base on that Client's own campaigns, audience or policy objectives and where relevant comparison with the rolled up data of other Clients in the GCS Benchmark Database. This is considered to be a Client Deliverable.
- 3.4.8.2.4. **Quarterly Database Insight report Document(s) and Presentation** - The Agency is expected to produce a report drawing insights from the GCS Benchmark Database and on a quarterly basis. The Agency will need to agree the content and relevant forums for the report to be presented in with GCS. This is considered to be a Framework Deliverable.
- 3.4.8.2.5. **Quarterly GCS Benchmark Database review** - On a quarterly basis the Agency will meet with GCS and CCS to review the development of the GCS Benchmark Database and agreed on new entries into the benchmark database as well as discuss any issues or obstacles to the population and maintenance the GCS Benchmark Database. This is considered to be a Framework Deliverable.

3.4.9. Scope: GCS Data Platform Support

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

3.4.9.1. Specification:

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

- 3.4.9.1.2. The Agency should continuously seek to improve the technologies and processes utilized to support this service, embracing secure, new and emerging technologies to do so.
- 3.4.9.1.3. The following are broad technology and data governance requirements which the GCS would expect the Agency to adhere to:
 - 3.4.9.1.3.1. At the center, GCS data and analytics infrastructure is built upon Amazon Web Services (AWS) Cloud Infrastructure and Tableau Server, which the Agency will need to have the technical capability to work and integrate securely, to share Central Government and GCS Client's data if requested.
 - 3.4.9.1.3.2. The Agency will need the technical ability to directly and securely share/transfer Central Government and GCS Client's data to such systems upon request, through secure means, for example: direct API connections or automated data transfer services.
 - 3.4.9.1.3.3. By default, Central Government and GCS Client's users from one call-off contract client should not have access to data for another call-off contract client in a supplier's system(s) or platform(s).
 - 3.4.9.1.3.4. For operational security reasons, the Agency should expect limited access to Central Government and GCS Client's data environments. Access will likely be restricted to programmatic access or via IAM User Accounts with pre-set permissions (e.g. below 'Admin' level).
- 3.4.9.2. Deliverable(s):
 - 3.4.9.2.1. **Data Transition Services** - The Agency will need to provide technical capabilities to support the transfer of all data, supporting documentation and information pertaining to the Central Government or GCS media investment. The service must be provided in a way so as to be able to isolate and exclude non-Central Government or GCS

campaign data from that transfer. This is considered to be a Framework Deliverable.

3.4.9.2.2. **Taxonomy Management** - The Agency will have a consistent taxonomy to be used together with central GCS. This to ensure the agency maintains well-structured and organised data, so Government can access, understand and use all data transferred. This is considered to be a Framework Deliverable.

3.4.9.2.3. **Activity Log Document(s)** - The Agency will maintain a weekly activity log of the work it has undertaken in providing Data Transition Services including a log of any technical or otherwise issues faced and costs incurred from any tools or technologies that need to be deployed to facilitate the transfer of data. This is considered to be a Framework Deliverable.

3.4.10. GCS Transparent Media Exchange

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

3.4.10.1. Specifications(s):

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

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

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

3.4.10.1.3.1. At least IAB Gold Standard Certification for any publishers

- 3.4.10.1.3.2. Ad fraud control in line with GCS acceptable standards
- 3.4.10.1.3.3. Adhering to the same Brand Safety requirements under the SAFE Framework which apply to inventory outside of any solution.
- 3.4.10.1.4. For publishers who do not meet these, GCS would reserve the right to veto their participation in any solution.
- 3.4.10.1.5. 3 Months in advance of the new fiscal year the Agency and GCS will discuss goals, objectives and any further development of the solution for the subsequent year including but not limited to:
 - 3.4.10.1.5.1. Targets for Total % spend going to through the solution
 - 3.4.10.1.5.2. Viewability, Brand Safety and Ad fraud Targets
 - 3.4.10.1.5.3. The addition of publishers or specific publisher groups or categories
- 3.4.10.1.6. If the Agency needs to select any technology solutions to meet its requirement under this scope of work it will include GCS and CCS in the process for making that selection including providing full visibility of criteria and scoring.
- 3.4.10.1.7. GCS and CCS are open to arrangement whereby the solution is made available to other clients the Agency works with. However CCS and GCS retains the right to veto the availability of the solutions to any advertiser where there is a reputational risk to CCS and or GCS.
- 3.4.10.1.8. The solutions must be developed in such a way that any internal or external government function can be given access to the inventory source.
- 3.4.10.1.9. The Agency is required to support CCS and GCS in promoting the availability and benefits of the solution.
- 3.4.10.2. Deliverables(s):

- 3.4.10.2.1. **Government Communications Services Transparent Media Exchange Service(s)** - The Agency will provide services to developed, maintain and operate a fully transparent media exchange solution that curates suitable media inventory from compliant publishers, media suppliers and publisher groups, makes that inventory accessible programmatically and handles all billing and invoices through that entire supply chain to ensure full transparency of all deductibles from the clients approved spend. This is considered to be a Framework Deliverable.
- 3.4.10.2.2. **Quarterly Reporting Document(s)** - On a quarterly basis the Agency will provide a suitably detailed report on the solution and arrange time with GCS and CCS to take them through the report and any key points. The Content of this report will be agreed with CCS and GCS at the start of the fiscal year with GCS, CCS and The Agency being flexible and considerate of any variation to that agreement within the fiscal year. This is considered to be a Framework Deliverable.
- 3.4.10.2.3. **Annual Review and Reconciliation Document(s)** - On an annual basis the Agency will conduct a review of the solutions and a full reconciliation of all associated billing, invoicing and costs associated with the solution. The Agency will share and present this to CCS and GCS outlining any issues, risks and also reviewing the performance against any targets that were set for that fiscal year. This is considered to be a Framework Deliverable.
- 3.4.10.2.4. **Annual Development Plan and Roadmap Document(s)** - 3 months prior to the start of the fiscal year the Agency will provide GCS with a proposal and plan to develop the solution over the next fiscal year. This will include making a recommendation of performance targets for the subsequent fiscal year, identifying any new publishers or publisher groups to be on boarded, identifying any new capabilities or development work that needed to be undertaken. This is considered to be a Framework Deliverable.

3.4.11. Scope: Central Reporting and Archiving

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

3.4.11.1. Specification:

- 3.4.11.1.1. At all times over the duration of the Framework Agreement and for a reasonable amount of time thereafter the Agency will make available to CCS and GCS all documents that have been produced as part of providing services under this Framework Agreement.
- 3.4.11.1.2. To manage the volume and quantity of these documents the Agency will maintain a cloud based repository of data and information, this should be made available to CCS and GCS at all times over the course of the Framework Agreement and for a suitable period thereafter.
- 3.4.11.1.3. The repository should be designed or files organised in a way to provide some overarching information and intelligence of the content or sections of content within the repository.
- 3.4.11.1.4. The Agency is required to agree in advance of the fiscal year the reporting schedule and frequency of reporting with GCS and CCS.

3.4.11.2. Deliverable(s):

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

- 3.4.11.2.2. **CCS Reporting Document(s)** - On a monthly basis the Agency will provide CCS and GCS with a report detailing the campaigns which have run and key information and statistic related to them, this can be provided as part of the Client Activity Tracker under the scope of work of the Public Sector Specialist Account Management scope. This is considered to be a Framework Deliverable.
- 3.4.11.2.3. **Designated Central Dashboard Service(s)** - The Agency is required to maintain and make available to CCS and GCS a central Dashboard of all campaign activity that will enable GCS or CCS to see a snapshot of all live activity, their campaign durations, key information and statistics, audience and channel. The specifics of this central dashboard should be agreed with CCS and GCS and reviewed on an annual basis with a designated pipeline for enhancement of features and capabilities. The Dashboard must be provided on a system that will be transferable to CCS, GCS or third party Agency at any point over the course of the agreement or on expiry or termination of the Framework Agreement. This is considered to be a Framework Deliverable.

3.5. Framework Initiatives

The following are initiatives considered to deliver the key strategic benefits of a single Agency model and the Agency shall work with GCS and CCS on and ensure that the benefits of a single Agency model are realised and shared with each individual government department, ALB, NDPB and public sector organisation using the Framework Agreement. These initiatives shall be delivered by a collaboration of GCS, CCS and The Agency. With agreed upon exceptions as expressly indicated by CCS these initiatives and their deliverables shall be provided without further cost to Clients, CCS or GCS.

3.5.1. Initiative: Transitioning and Off boarding Services

3.5.1.1. Specification

- 3.5.1.1.1. The Agency is required to provide account transition services to support the full transfer of all the Clients from the current Media Buying Framework Agreement RM6003 onto this Lot. The Agency is also required to maintain a process and procedure for Off boarding from the Framework

Agreement in the event of termination or expiry of the Framework.

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

3.5.1.2. Deliverable(s):

- 3.5.1.2.1. **Framework Transition Service(s)** The Agency is required to provide framework transition services to lead with CCS the project for moving clients and all related client information, data, services,

processes and procedures from the existing Framework agreement and onto this framework agreement. The Agency will be required to set up the service to adhere to the scope, specification and deliverables outlined in this document. This may involve working collaborative with a third party Agency including but not limited to the incumbent supplier.

3.5.1.2.2. **Transition Project Plan Document(s)** The Agency is required to design and agree with CCS a Project Plan Document that will clearly define the transition project, timelines, risks and dependencies. The document should be kept up to date and reviewed with CCS weekly.

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

3.5.2. Initiative: Annual Test and Learn Agenda

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

3.5.2.1. Specification - The service shall be run taking into consideration the principle of Value for Money and the specific requirements of the public sector organisations using this Framework Agreement.

3.5.2.2. Deliverable(s):

3.5.2.2.1. **Test and Learn Project Management Service(s)**
- The Agency will design and project manage an annual Test and Learn programme. The Agency will collaborate with GCS, CCS and relevant Central Government Departments on the design and implementation of the Test and Learning programme including on the dissemination and implementation of learnings.

- 3.5.2.2.2. **Test and Learn Proposal Document(s)** - The Agency will create a document and presentation of the recommended Test and Learn Agenda for the following fiscal year delivered 3 months in advance of that period. The document and presentation should also cover the implementation plan of the Test and Learn Agenda, this plan should include dates of activity, requirements and milestones.
- 3.5.2.2.3. **Test and Learn Plan Review Document(s)** A document and presentation reviewing the Test and Learn Agenda for the previous fiscal year with learnings and recommendations for subsequent years.
- 3.5.2.2.4. **Test and Learn Plan Communications Services** The Agency will be required to produce All marketing collateral to communicate the Test and Learn Agenda and disseminate the learnings to organisations using the Framework Agreement.

3.5.3. Initiative: Strategic Media Partnership Programmes

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

3.5.3.1. Specification:

- 3.5.3.1.1. The Agency will be required to manage all existing Joint Partnership Programmes with media and media technology suppliers.
- 3.5.3.1.2. Taking into consideration the principles outlined at the start of this scope of work, historical media spend patterns or any notice of future media budget availability the Agency should start to consider suitable deals with media and technology suppliers that can be negotiated for the benefit of GCS and Central Government.
- 3.5.3.1.3. The Agency will be required to report on the all value derived from such partnership on an ongoing basis, including providing detailed reporting on accrual and allocation of value to CCS and GCS.

- 3.5.3.1.4. CCS and GCS will be given full transparency of these deals including full visibility and access to any contractual or non-contractual agreements.
- 3.5.3.1.5. GCS and CCS must provide written approval of such a deal in advance of an agreement being finalised.
- 3.5.3.1.6. Where there is a choice of partnership, proposals or offers to consider the Agency shall document its decisioning criteria and share that with GCS and CCS in advance of a decision being made.
- 3.5.3.1.7. The Agency will be fully transparent with CCS and GCS of any benefit in kind or otherwise the Agency or any related third party to the Agency receives as part of any such agreement.
- 3.5.3.1.8. As part of this initiative and with the express consent of the Client the Agency may share particular Client brief(s) with Strategic Media Partners or partners involved in any Joint Partnership Programmes to enable them full visibility of the Client's desired outcome so that can provide innovative or bespoke solutions across their capabilities and products to achieve that outcome.
- 3.5.3.2. Deliverable(s):
 - 3.5.3.2.1. **Partnership Programme Management Services**
- The Agency will manage any Strategic Media Partnerships or Joint Partnerships Programmes to ensure realisation of value from those arrangements
 - 3.5.3.2.2. **Annual Strategic Media Partnership Proposal Document(s)** - On an annual basis and 3 months prior to the start of the new fiscal year the Agency will provide GCS with a selection of strategic media partnership recommendations, including detailing the research and consultation the Agency took to arrive at those recommendations, rationale and decisions on the selection of recommendations put forward and a clear articulation of all of the value GCS would receive from each recommendation along with any risks, important timelines or dependencies.

3.5.3.2.3. **Annual Strategic Media Partnership Reporting Document(s)** - On an ongoing basis the Agency shall track and report on any strategic media partnership currently live and provide the agreed upon frequency of reporting and presentation to review the partnership, report on accrual and delivery of any value, flag any risks or issues and highlight any variations from the original agreement. At the end of the partnership the Agency is required to produce a final partnership report detailing the delivery of value, learnings and any issues.

3.5.4. Initiative: L&D and Capability Building Programme

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

3.5.4.1. Specification(s):

- 3.5.4.1.1. GCS relies on specialist partners to share knowledge and expertise, such as media consumption, channel development, and industry trends.
- 3.5.4.1.2. There is a wide breadth of knowledge and abilities across GCS, with some members of GCS being experts in areas related to media whilst some may have limited to no experience in this area. The Agency is required to help up-skill members of GCS at different levels, with an emphasis on ensuring all colleagues understand the basics of media.
- 3.5.4.1.3. The Agency will be required to use its internal expertise and access to industry leaders to share knowledge with GCS. This could be in the form of newsletters, training programmes, events, webinars, with additional or innovative initiatives of supporting this encouraged.
- 3.5.4.1.4. The Agency will also have access to significant industry partners, such as media owners, and their expertise should also be leveraged to support GCS and share knowledge.

3.5.4.2. Deliverable(s):

3.5.4.2.1. **Annual Learn and Development Programme -**

The Agency will work collaboratively with Government Communications Services to develop an annual learning and development programme to help improve knowledge and capability around media within Government Communications Services. The Agency should be innovative and enterprising in its suggestions and recommendations and all proposals should be discussed and agreed with GCS. With exception (e.g. first year of the Framework Agreement) the programme should be designed and developed to commence at the start of the fiscal year.

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

4. Campaign Service Level Agreements (SLA)

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

5. Key Performance Indicators

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

Lot 1 Strategic Media Activation		
Key Performance Indicator (KPI)	KPI Target	Measured by
The Agency is to provide access to all document form deliverables on an ongoing basis	All of all document form deliverables to be accessible by CCS	Quarterly reconciliation of deliverables
The Agency is to provide and maintain access to Value Accrual Report	All value accrual and value application documented to be	Quarterly reconciliation of deliverables

	accessible by CCS	Annual Financial Compliance Audit
The Agency is to provide and maintain access to Client Activity Register	Provided with a 3 day window of agreed upon monthly time and date	Quarterly reconciliation of deliverables
The Agency is to achieve a % of SLA Adherence	75% SLA Adherence	Quarterly reconciliation of SLA Adherence as indicated in the Client Activity Register. CCS to conduct ad hoc audit of reported SLAs
The Agency is to provide FTE time sheets for the banded agreed roles by deliverable by no later than the first week on the first month of the following quarter	80% adherence to agreed upon timings	Reconciled quarterly by CCS and can be audited at as part of the contract compliance audit
The agency will provide a staff retention plan for key individuals (as defined by CCS) working on the CCS account. The Agency will notify CCS of the departure of key FTE's on the CCS account not less than half way through the individuals notice period.	100%	Receipt of the staff retention plan within 6 months of the framework start date.
The Agency will support staff retention on the CCS account and maintain an annual FTE retention figure of 70% for individuals and teams working on the CCS account this is to include those working with operational roles such as finance.	100%	Annual Financial Compliance Audit.
Unbilled Media, AVBs, Credits and Aged Debt position to be reported quarterly by no later than the first week on the first month of the following quarter AVB report to include GBP amount by channel and Supplier Unbilled media report to include GBP amount by	80% adherence to delivery of report by agreed upon timings	Quarterly reconciliation of deliverables and date when the deliverables were provided

channel and Supplier Credits and Aged Debt report to include GBP details by Customer by 30 days outstanding, 60 days outstanding and 90 days+ outstanding		
Compliance and cooperation in providing the required information to allow for the successful completion of the CCS audit, within agreed time frames. Without redaction or restriction from Agency or Agency Group policies.	100%	Confirmation by CCS of of the audit completion to agreed timeframes and supply of all relevant data to the auditor under NDA.
Actions identified in an Audit Report to be delivered by the dates set out in the Audit Report	80% adherence to agreed upon timings	Confirmation by CCS of completion of the actions by the dates identified in the Audit Report
The Agency will pay all undisputed supplier/ subcontractor invoices within 60 calendar days in order to meet the Prompt Payment Policy threshold of 85%.	% of payments in 60 calendar days: 73% Contract Year 1 79% Contract Year 2 85% Contract Year 3 85% Contract Year 4	Annual prompt payment reporting to be provided to CCS within 45 calendar days of the contract year end date. Lot 1 compliance will be verified via the CCS annual audit against the yearly KPI targets. Where the annual target is not met 1% of the total PRF will not be awarded for that contract year.
Client Satisfaction score to be shared with CCS on a quarterly basis	KPIs score to be agreed on an annual basis according to the criteria of any PRF	Quarterly reconciliation of deliverables and date when the deliverables were provided
The Agency will lead half year customer business review, the format of which shall be approved by CCS	100% adherence to agreed upon timings	Quarterly reconciliation of deliverables and date when the deliverables were provided
Forecasted for next month to be provided to CCS/GCS on the 7th of each month, to include – spend in Net Media Value and Advertising Cost to the Customer (Net Media Value	80% adherence to agreed upon timings	Quarterly reconciliation of deliverables and date when the deliverables were provided

plus fees) and a 12 month rolling pipeline		
Financial Accuracy and consistency in application of all levies and fees	80% accuracy and the immediate rectification of any errors in levy application	Monthly MI submission and quarterly reconciliation of levies
Ensure prompt payment and accurate records of ASBOF Charge /BASBOF Charge payments are maintained. - Independent regulation of advertising authorities	80% accuracy and the immediate rectification of any errors in levy application	Annual Financial Compliance Audit
The Agency will reconcile all media costs against each approved Client media plan and PO. This will be done within 60 calendar's day of media activity ending. Invoices and credits will be issued within 30 calendar days of reconciliation, or prior to the start of the fiscal year whichever comes first.	100%	Annual Financial Compliance Audit
The Agency will provide a single point of contact for all CCS finance matters. Who will have ownership and provide monthly updates to CCS on all KPI and contractual obligations including financial audits.	100%	Confirmation by CCS of monthly provision of specified contractual data such as financial position and call off contracts as specified within the 'Billing and Invoicing Support' section of the lot 1 specification.

6. Agency Relationship Management

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

6.1. Framework Agency Relationship Management

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

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

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

6.2. Call Off Contract Agency Relationship Management

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

ANNEX C – CLIENT BRIEF

1. DEFINITIONS

Expression or Acronym	Definition
DWP	Department for Work and Pensions

2. SCOPE OF REQUIREMENT

2.1 The Client requires the Agency to provide the following services, within scope of the RM6123 Framework Agreement:

2.1.1 Provision of Media Buying. The Media Buying deliverables in scope for this Call Off Contract are as set out in this Client Brief and as per the RM6123 Framework Agreement, Appendix B1– Lot 1 Scope and Specification;

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

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

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

2.1.2.3 Continuous improvement activities.

2.2 Terms and Conditions:

2.2.1 The Agency is required to meet and adhere to all Terms and Conditions contained within the RM6123 Media Services Framework Agreement and the Call Off Contract Letter of Appointment and Call Off Terms and Conditions.

2.2.2 The Agency must meet and adhere to any additional requirements that are specified within this document throughout the life of the Call Off Contract, unless otherwise specified by the Client.

3. THE REQUIREMENT

- 3.1 The RM6123 Media Services Framework Agreement, including the Appendix B1 Lot 1 Scope and Specification outlines the services to be provided under this Call Off Contract.
- 3.2 The Media Buying Agency will work across a range of priorities and campaign areas to be the media buyer for the Client.
- 3.3 The Agency will execute media plans to purchase media space regionally, nationally and internationally across a range of different channels and platforms to reach all audiences as required by the Client.
- 3.4 The following non-exhaustive list provides example media channels that the Agency will be expected to be capable of making buys in for the Client: -
- | | |
|-----------------------------------|------------------------|
| a) Regional media | b) Vod/AdSmart |
| c) Hyper Local Media | d) Radio |
| e) Print – National & Local Press | f) Digital Radio |
| g) Print – Local Press | h) Digital Display |
| i) Print – Consumer | j) Experiential |
| k) Print – Trade Press | l) Direct Mail |
| m) Print – Financial Press | n) Email Marketing |
| o) Print – Magazine | p) Pay-per-click (PPC) |
| q) Print – Specialist Titles | r) In-app |
| s) Print – Recruitment | t) SMS Marketing |
| u) TV | v) Cinema |

- 3.5 The Agency must be suitably capable of activating campaigns at speed.
- 3.6 The Client will provide a media buying brief. In response to the brief the Agency will develop a brief to media owners and where relevant include the Out of Home liaising with the Specialist Agency that is subcontracted. In response to the media buying brief, the Agency shall provide a media laydown in granular detail within each media channel, including exact media, technology and data suppliers, formats, quality parameters and planned costs on a line-by-line basis. There will be a rationale document presented by the Agency to accompany the laydown.
- 3.7 The Agency will, where appropriate, work with a media planning agency to work out the best way to reach the desired audiences. This plan will be used as the basis of the media buying brief. There is a requirement for the media buying agency to work with the other agencies on the campaign development to ensure the Client obtains the best outcome for the activity and audiences.
- 3.8 The Client has a duty to reach a number of hard to reach audiences with the campaign activity. They require an agency which can, as part of its media buying service, activate media that will support in engaging with diverse range audiences. The Agency will be expected to have suitable knowledge and capabilities to activate media opportunities specifically effective at engaging commonly harder to engage audience groups.
- 3.9 The Agency will be required to have suitable knowledge to reach and engage with communities and have the capability to identify traits, habits and media consumption that will aid in engaging the target audience through media buying tactics.
- 3.10 The Agency will be required to have the capability to secure specific media inventory or build media supplier relationships to aid buying against niche audiences.
- 3.11 The Agency must ensure that its media buying function is suitably resourced and capable of compiling reports and producing documents.
- 3.12 Consideration should be given to the impact of low cookie consent opt-in rates that the Client faces. The Agency will be required to keep pace with alternative solutions as they become available.
- 3.13 The Client requires a detailed evaluation report on the bought medias progress against its outcomes post-campaign. This report needs to cover key performance metrics against KPI's, outcomes, out-takes and an assessment of value for money.

- 3.14 The Agency will only run Media Placements on websites and apps if they appear on the Client Inclusion List. The Client shall have the right to amend the Client Inclusion List on 3 Working Days' notice to the Agency. The Agency shall not put Media Placements on websites, apps, or platforms that it should reasonably be aware contain or link to the following content ("Exclusion Content") as set out in the framework.
- 3.15 The Agency will take an agnostic approach to biddable media channels where possible optimising media budgets across all biddable channels to ensure Value for Money, achieve Outcomes and avoid audience saturation and over exposure. To support this the Agency is required to build and maintain a fully transparent Biddable Media Team that will provide a fully disclosed real time bidding service.
- 3.16 The Agency will explore strategic partnerships or upfront agreements with media and media technology suppliers that can deliver substantial value to the Client.

4. KEY MILESTONES AND DELIVERABLES

- 4.1 The following Contract milestones/deliverables shall apply to the Call Off Contract.
- 4.2 Further key milestones and deliverables will be agreed on a project by project basis, as commissioned by the Client under this Call Off Contract.

Milestone	Requirement, provision of:	Timeframe for delivery
1	Implementation Plan	Within two (2) weeks of contract Award
2	Key personnel / teams contact details and Detailed standard operating procedures for complaints and issues resolution and escalation	Within two (2) weeks of contract Award
3	Ways of working reviews with client lead and account specialists	Every 6 months from when the contract is awarded
4	Quarterly review against KPIs and SLAs	Every quarter of the Call Off Contract period

5. MANAGEMENT INFORMATION/REPORTING

- 5.1 When requested, the Agency must provide management information (MI) on the performance and finance relating to the contract.
- 5.2 Acknowledgment of a request for MI must be sent to the requester within one (1) working day and receipt of the MI within 5 working days of acknowledgment.
- 5.3 Performance Reporting:
 - 5.3.1 The Agency must provide performance reports against the KPIs applicable to the contract, as detailed in the Service Levels and Performance section of this specification on a monthly basis, no later than the 7th working day of the following month.
- 5.4 Social Value & Reporting

- 5.4.1 The Agency is expected to support the Client in its efforts to support Government priorities to boost growth and productivity, help our communities recover from the COVID-19 pandemic, and tackle climate change
 - 5.4.2 The Agency must ensure the following reporting metrics are adhered to in line with the Social Value Model for this Agreement:
- 5.5 Freedom of Information requests (FOIs) and Parliamentary Questions (PQs)
 - 5.5.1 The Client may request ad hoc MI from the Agency to support individual data requests as relates to Freedom of Information requests and Parliamentary Questions.
 - 5.5.2 Due to the nature of these requests, the deadlines may vary and will be communicated to and agreed with the Agency in writing at the point of the request.

6. VOLUMES

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

7. CONTINUOUS IMPROVEMENT

- 7.1 The Agency will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 7.2 The Agency should present opportunities and recommendations for Continuous Improvement to the Client during Contract review meetings.
- 7.3 Changes to the way in which the Services are to be delivered must be brought to the Client's attention and agreed in writing prior to any changes being implemented.

8. SOCIAL VALUE

- 8.1 The Agency acknowledges that the Client has a responsibility to support and promote wider social sustainability objectives for the benefit of society; and agrees to cooperate with the Client to improve life chances for those most disadvantaged and furthest from the labour market.
- 8.2 The Agency acknowledges that the Client is supporting the Crown's Life Chances and Social Value agendas by aiming to promote opportunities for groups of persons which the Client regards as meriting priority assistance including but not limited to Apprentices, Disabled People, Young People, Older Workers, Ex-Offenders and Black and Minority Ethnic People.
- 8.3 Diversity and Equality, the Crown's social value agenda and DWP Priority Groups will be discussed jointly by the Client and the Agency as an on-going item at Contract review meetings.

8.4 The Agency shall, and shall ensure that its sub-contractors, take the following action(s) in respect of DWP Priority Groups:

8.4.1 Apprentices:

8.4.1.1 Make available to potential members of Staff used in the performance of the Agency's obligations information about the National Apprenticeship Service.

8.5 Disabled People:

8.5.1.1 Take steps to become a Disability Confident Employer.

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

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

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

8.6.1.1 Young People – Under 25

8.6.1.2 Older Workers – Over 50

8.6.1.3 Ex-Offenders

8.6.1.4 Black and Minority Ethnic People

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

9. QUALITY

9.1 The Agency must meet all quality standards and requirements as specified in the RM6123 Media Buying Appendix B1 Lot 1 Scope and Specification in the Framework Agreement.

9.2 The media that is bought must be against the media buying brief, the response to briefs and end of campaign evaluation will be used to assess the quality of media purchased. This will be reviewed quarterly.

10. STAFF AND CUSTOMER SERVICE

10.1 Complaints and Issues resolutions:

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

- 10.1.2 The Agency must ensure that all complaints are acknowledged within one (1) working day of receipt from the customer.
 - 10.1.3 The Agency must ensure that all complaints are resolved, or a plan to resolve has been documented and agreed with the customer, no later than ten (10) working days from receipt of the original complaint.
 - 10.1.4 The Agency must ensure their designated Account Manager is aware of complaints which remain unresolved by the deadline of ten (10) working days from receipt, and must escalate to the Client's contact in writing with a summary of actions taken to-date, for their awareness and review.
 - 10.1.5 The Agency is expected to provide a summary of complaints and issues at review meetings.
- 10.2 Escalation procedures:
- 10.2.1 The Agency must ensure a robust escalation procedure is in place for any unresolved complaints and issues, to be reported to the appointed DWP Operational Supplier Manager.
 - 10.2.2 The Client's designated Operational Supplier Manager (OSM) for the contract will monitor the level of complaints and resolution times with a view to increasing customer satisfaction and improving Agency performance.
 - 10.2.3 The Agency must ensure that all escalations from the Client's OSM for unresolved complaints and issues, are acknowledged within one (1) working day of receipt.
- 10.3 The Agency is expected to provide copies of detailed standard operating procedures for complaints and issues resolution and escalation within two (2) weeks of Contract Award.
- 10.4 The Agency's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

11. SERVICE LEVELS AND PERFORMANCE

- 11.1 The Client will measure the quality of the Agency's delivery by monitoring performance against the Key Performance Indicators / Service Level Agreement listed in the tables below quarterly. KPIs are reported quarterly to Cabinet Office:

KPI	Service Area	KPI description	Target
1	Delivery timescales	The Agency provides a detailed media buying proposal within 7 days of each of the media briefs provided by the DWP and fully adhere to the timescales unless otherwise agreed	99%
2	Service Delivery	The Agency ensures that all services provided addresses the requirements of each media buying brief and will provide end of Media Buying evaluation report within 10 working days of the end of each campaign/activity.	97%
3	Resource capacity	The Agency must guarantee sufficient resource for each campaign and maintain the overarching resource to ensure deadlines are met as per the live campaign plan.	98%
4	Service Delivery	Supplier delivers the Media Buying against the agreed plan to obtain the required campaign go live date	97%
5	Account Management	The service should be consistent and ensure that key personnel remain on the account. Any changes to the individuals working on this account must be made known to the Customer within 24 hrs.	98%
6	Account Management	Supplier must respond to all performance concerns and complaints within 24 hours of receipt, escalating where necessary, leading to a resolution within 72 hours	98%
7	Account Management	Responding to queries and requests within 1 working day, including refining brief and granting access to systems and submission of MI.	99%

8	Account Management	Invoices will be sent for payment against the payment schedule.	100%
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12. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 12.1 The Agency must ensure to meet the minimum requirements as set out in the RM6123 Framework Agreement for Lot 1.
- 12.2 The Agency must ensure to meet the minimum requirements as laid out in the DWP Procurement Security Policies and Standards for the duration of the contract: <https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards>.

13. PAYMENT AND INVOICING

- 13.1 Invoices will be submitted after the work has been completed.
- 13.2 The Client will provide all address and contact details for invoicing and related queries or escalations, during the implementation phase of the Contract.
- 13.3 The invoicing schedule will be agreed on a channel specific basis for each campaign. Invoices will always be in arrears and a PO number must be quoted.
- 13.4 The Agency must provide mandatory supporting information as a minimum to enable accurate and timely payment of invoices.
- 13.5 Payment of valid and undisputed invoices will be made within 30 calendar days.

14. CONTRACT MANAGEMENT

- 14.1 The Client will provide a designated contact within DWP Communications Directorate and a Contract Manager to manage the day-to-day running of the contract and performance monitoring activity.
- 14.2 The Client will provide a definitive list of contacts for specific requirements of the contract during the implementation period.
- 14.3 The Client may invite key internal stakeholders to review meetings to support specific contract and performance management-related activities, or continuous improvement projects.
- 14.4 The Agency must provide a designated contact as the responsible Account Manager to the Client.
- 14.5 The Agency's designated Account Manager must be in attendance at all review meetings.
- 14.6 In the event of subcontracting arrangements, the Agency's designated Account Manager will have responsibility for ensuring the attendance of key delivery partners where required at review meetings.

- 14.7 The Agency is expected to provide a list of key personnel who will be involved in the delivery of the services for this Agreement, and contact details within two (2) weeks of contract Award.
- 14.8 A formal contract review will be held on a quarterly basis where the SLAs and KPIs will be reviewed.
- 14.9 The Client reserves the right to invite the Agency to any ad hoc performance review meetings where there is an issue that requires urgent resolution should the service diminish to the point where it affects our service.
- 14.10 Meetings may be conducted virtually, or in person.
- 14.11 There will also be quarterly finance meetings with the DWP Communications Directorate Finance Manager to discuss the invoices and POs, to ensure that payments are made effectively.

15. LOCATION

- 15.1 The services will be carried out at the Agency's premises. The Agency may also be required to attend meetings at the DWP's premises, including, at **REDACTED TEXT under FOIA Section 40, Personal Information.**

ANNEX D – AGENCY PROPOSAL

Due to the direct award approach of this contract a quality submission was not required. Services shall be delivered as required in the aforementioned specification annexes and in line with the framework agreement.

Charging will be based on the Agency's RM6123 pricing as per Framework Schedule 3 of the RM6123 Framework Terms and Conditions, see Annex F.

ANNEX E – CALL-OFF TERMS

As per the RM6123 Call Off Terms and Conditions and this Letter of Appointment.

ANNEX F – CHARGES

FRAMEWORK SCHEDULE 3: CHARGING STRUCTURE

FRAMEWORK SCHEDULE 3:

FRAMEWORK SCHEDULE 3 – PART B:

MANAGEMENT CHARGES – ALL LOTS

1.1 Management Charges

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

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

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

Lots 1 and 3

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

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

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

Lots 2 and 5

1.2.4 Agencies awarded under Lot 2 and 5 of this framework are required to pay a CCS Management on all Charges for Services invoiced to

Clients. This will be charged at 1%. This charge is in consideration of the management and administration of this Framework Agreement. The Agency shall not pass this charge through to the Client.

Lot 4

1.2.5 Agencies awarded under Lot 4 of the framework agreement are required to pay a CCS Management for all retained share of revenue. This charge is in consideration of the management and administration of this Framework Agreement. The Agency shall not pass this charge through to the Client

GCS Management Charge and Framework Commission

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

FRAMEWORK SCHEDULE 3 – PART C

CHARGING STRUCTURE – LOTS 1 AND 3

1 APPLICABLE CHARGES MECHANISM

- 1.1 The desired commercial approach for this service is full transparency from the Agency of the ongoing cost to provide the services and the Agency's profit markup. Where the cost of the services increase the expectation is that the Agency is suitably remunerated for that increase. The costs are considered to be accurate and fully auditable and where the agency is found to have misrepresented these amounts this will be considered a serious breach of contract.
- 1.2 The commercial model can be funded in one of two ways and is confirmed in the relevant Letter of Appointment (in the Charges section).

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

- 1.3 Whichever Option is chosen by CCS/GCS (in its sole discretion), the following additional provisions shall apply:
- 1.3.1 The Agency profit markup is expected to remain in line with the profit markup submitted by the Agency in its bid submission. CCS/GCS may increase the Agency's profit markup beyond that amount for what CCS/GCS determines to be outstanding delivery of added value benefits.
 - 1.3.2 For Year 1 of the contract the entries in the Agency's pricing submission shall form the basis of either of the above models.
 - 1.3.3 No other costs will be deemed chargeable and any additional cost must be disclosed and approved by CCS or GCS before they can be charged.
 - 1.3.4 The Agency will collect the CCS Management Charge of 1% on net media.
 - 1.3.5 The agency will collect the GCS Management Charge of 1% on Net Media Value which will only apply to Central Government clients using the Framework Agreement.
 - 1.3.6 Both the CCS Management Charge and the GCS Management Charge are to be paid to CCS.
- 1.4 Unless otherwise approved by the Client, or set out in a Brief, all Third Party Costs shall be charged to the Client at net cost without any mark up.
- 1.5 Where a Brief is agreed in addition to an annual scope of work, notwithstanding any other provision of this Framework Agreement and/or a Call-Off Contract, the Client shall not be obliged to pay the Charges (Fees, Expenses and Third Party Costs) relating to that Brief and the Agency shall not be obliged to supply

any Services for a Brief until each party has signed the applicable Brief or the scope of work has otherwise been agreed in writing. Where relevant, the Agency shall not be obliged to supply any Services for a Brief until the Client has supplied a valid purchase order number for those Services.

- 1.6 In consideration of the Agency providing the Services set out in an annual scope of work and any Brief, the Client shall pay the Agency the Charges which shall be payable in accordance with the Framework Agreement and/or the relevant Call-Off Contract.
- 1.7 The Charges (Fees, Expenses and Third Party Costs) will be invoiced in accordance with the payment terms set out in the applicable Brief and shall be payable in accordance with the relevant Call-Off Contract.
- 1.8 All sums stated in this Framework Agreement, a Call-Off Contract or in any Brief, quotation or estimate exclude VAT and any other applicable sales tax (unless otherwise stated) which shall also be payable by the Client at the rate prevailing from time to time where applicable. The Agency shall comply with all applicable HMRC and tax guidance and rules in respect of the payment or otherwise of VAT (or applicable sales taxes) by the Client.
- 1.9 The terms of remuneration set out in this Framework Agreement do not cover the performance of services which are outside of a Brief nor do they cover the performance of services outside the Territory. If any such services are required the terms relating to their provision together with the applicable charges will be agreed in writing by the parties. CCS shall be made aware of all such agreements
- 1.10 In the event that the Client fails to make any payment in full when due to the Agency under the relevant Call-Off Contract, then without prejudice to its other rights and remedies under or in connection with this Framework Agreement, any Call-Off Contract or otherwise in law, the Agency shall be entitled to charge the Client interest on such overdue sum at the rate of 2% above the base rate of HSBC in force from time to time calculated from the due date up to the date of payment, provided that:
 - 1.10.1 such interest is claimed at the time of claiming any outstanding amount from the Client;
 - 1.10.2 the Agency shall not be entitled to claim interest for late payment after the Client has settled any outstanding amounts due; and
 - 1.10.3 the Agency shall not be entitled to set off any claim for interest against any other payments payable by the Agency to the Client.
- 1.11 The Client reserves the right to withhold payment of any invoice or part of an invoice where the Client (acting reasonably and in good faith) has a bona fide reason to challenge the validity or accuracy of such invoice. On receipt of any such invoice the Client shall:
 - 1.11.1 immediately notify the Agency in writing of the reason for such withholding;
 - 1.11.2 pay the undisputed part of such invoice in accordance with the relevant Call-Off Contract; and
 - 1.11.3 work promptly and in good faith with the Agency to resolve any such dispute over the relevant invoice.

- 1.12 If any payment of the Charges, Commission, Expenses or Third Party Costs is subject to tax (whether by way of direct assessment or withholding at its source), the Agency shall be entitled to receive from the Client such amounts as shall ensure that the net receipt to the Agency of the Charges, Fees, Commission, Expenses and Third Party Costs after tax in respect of the payment is the same as it would have been were the payment not subject to such tax.
- 1.13 Where a surcharge is levied by a supplier against the Agency due to late payment and this results from late payment by the Client, the Client shall immediately reimburse to the Agency the amount of such surcharge, together with any accrued interest charged by the supplier in respect of the overdue amount.
- 1.14 Media grids will cover a proportion of the known Client requirements. However, over time the Client expects that new suppliers, formats or buy types that Government have not purchased previously will appear. The expectation is that the Agency will deliver 'market leading' rates. Any such new rates may be agreed in conjunction with an independent third party (including but not limited to an Auditor) and reviewed through an audit.
- 1.15 Each party shall pay all monies which are payable by it to the other without any right of set off, abatement or withholding in respect of monies which are due to it or alleged to be due to it from the other party.
- 1.16 For the avoidance of doubt, the Agency shall not receive any income, other than the Charges, Expenses or third party costs, stated above, as a direct or indirect result of the Client's spend during the Term.
- 1.17 Notwithstanding any provisions in this Framework Agreement, a Call-Off Contract or the applicable Brief, other than in any territory where the Agency is expressly prohibited by relevant law or regulation from imposing obligations on media vendors to issue invoices within twelve (12) months of the date on which media ran and Agency has notified the Client in advance in writing of this fact, in the event that the Agency issues an invoice and the Client receives such invoice more than twelve (12) months from the date the Agency completed the relevant Services under the invoice, the Agency shall be deemed to have waived its rights to receive payment for such Services and the Client shall be entitled not to make payment for such Services. This provision shall not apply in respect of any invoice which is the subject of a dispute between the Agency and a media vendor and the Agency has notified the Client in advance in writing of such dispute, or where the Client has agreed to later invoicing or where the delay is caused by any other factor beyond the Agency's reasonable control and which has been notified to the Client in advance of such twelve (12) month time limit.

2. REBATES & AVBs

- 2.1 The Agency must provide the Client on an half year basis (during the Term and for eighteen (18) months thereafter) with full and accurate reports of:
 - (a) each media channel and standard terms of payment (before any AVBs have been applied) applicable for any relevant type of Media Placement);

- (b) any actions that are required in order for the AVBs to accrue;
 - (c) the total of any Direct AVBs; and
 - (d) the total of any Client AVBs.
- 2.2 In respect of each media channel, the Agency must provide to the Client in writing the amount of all of the AVBs received by the Agency Group in respect of the Client wherever or however accrued by the Agency or the Agency Group and, whether such AVBs are reflected in the amount invoiced by the Media Owner or subsequently provided directly or indirectly to any member of the Agency Group.
- 2.3 It is the intention that the Client will receive the AVBs in the same form as they are received by the Agency but the Client shall inform the Agency as to how it wishes the AVBs to be passed back (such as by way of credit note issued against old invoices, credit note against future Media Placements, or invoiced for payment by the Agency). Where AVBs are to be paid back to the Client, the Agency shall pay such sums to the Client within 6 months of the end of the calendar year in which the relevant AVB(s) was generated and any reconciliation of full payment of accrued AVB(s) within 9 months of the end of the relevant calendar year.
- 2.4 The Agency will take all reasonable steps to pursue Media Owners for any AVBs owed by them to the Agency or Agency Group or the Client.
- 2.5 All AVBS must be returned to Client. The Client will refer to all information sources available to validate AVB returns including consultation with any and all internal and external third parties. CCS will also consider AVB returns in light of media price performance versus contract and media price performance versus the market.
- 2.6 The Agency will provide the Client details of and any rebates and/or benefits received in respect of the following types of Agency rebate so as to ensure that the Client receives the rebates and/or benefits to which it is entitled:
 - 2.6.1 Cash – cash/benefit rebates received by the Agency and/or the Agency Group from Media Owners or otherwise in respect of Media Placements and/or the provision of the Services shall be notified to the Client and paid or provided to the Client in proportion to the Client's spend with each Media Owner providing such cash or benefit to the Agency and/or Agency Group;
 - 2.6.2 Value pot – a non-specific value pot which forms part of an arrangement which the Agency and/or the Agency Group has in respect of the delivery of the Services to the Client deal and which can be used by the Agency on behalf of the Client to deliver Client contracted pricing/value;
 - 2.6.3 Free space – any specific Client volume of activity generating related free space in respect of the Media Owners and Media Placements shall be credited to the same Client who has accrued the free space.

3. UNBILLED MEDIA

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

4. COMPETITIVE PRICING - INFLATION/DEFLATION COMMITMENTS

- 4.1 The Agency has committed to guaranteed and maximum fixed costs for each media in the media grids and such costs shall apply for Pricing Year 1.
- 4.2 For each of Pricing Years 2-4 the Agency has committed to a mechanism set out in this paragraph 4 in order to mitigate against market inflation and deflation in respect of each media channel/type.
- 4.3 Prior to the start of each of Pricing Years 2, 3 and 4, the Agency shall commit to CCS the following:

- 4.3.1 "**Market Inflation/Deflation**" ("**M**") being the Agency's forecast market inflation and deflation percentage points by media channel/type based on CCS and Client investment patterns. The Agency shall provide market data to support its assessment of its committed inflation and deflation percentage points and CCS reserves the right for its Auditors to validate such assessment and market data; and

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

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

Inflation: $M - C = P$

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

- 4.5 For the purposes of the formulas above, "P" = the inflation/deflation percentage points applied for the applicable Pricing Year expressed as percentage points reductions or increases, rather than an overall percentage reduction or increase.
- 4.6 For example (for reference only):
- 4.6.1 **Inflation** - the market inflation ("M") is 5% and the Agency commitment ("C") is 2% therefore the percentage points applied for inflation for the applicable Pricing Year is 3%. E.g. $5\% - 2\% = 3\%$. The Agency will therefore not apply any greater inflationary increase to any media channels above 3%
- 4.6.2 **Deflation** – the market deflation ("M") is 2% (i.e. expressed as -2%) and the Agency commitment ("C") is 3% (i.e. expressed as -3%) therefore the percentage points applied for deflation for the applicable Pricing Year is 5% (expressed as -5%) thereby giving CCS and Clients an improved level of deflation versus the Agency market estimate. E.g. $-2\% + -3\% = -5\%$ or $2\% + 3\% = 5\%$.
- 4.7 CCS and/or the Client may employ an Auditor at any time to validate the market assessments and commitments made by the Agency and validate the application of the correct inflation and deflation percentages per media channel/type.

5. PRICING GRIDS

- 5.1 Pricing grids assume all media is planned and bought by the Agency. If any historical deals are in place that affect the Agency's ability to deliver the commitments those elements would be excluded from the calculations. Any restricted campaigns preventing full access to stations, daypart etc. should also be excluded from the performance. The costs will be rolled up for each period across all months and channels to determine one overall network price commitment.
- 5.2 Pricing is based on the plans and parameters set out in the templates. Should these plans or parameters change from the brief then the pricing will be recalibrated accordingly using transparent normalisation factors agreed with the Client and Auditor.
- 5.3 If the Client significantly deviates from Agency best practice guidelines for briefing and booking deadlines, or there are significant changes in the media market e.g. in the form of media sales representation and/or policies, legislation, audience measurement/sizes or extraordinary events (e.g. natural disaster, terrorism), the cost commitments will be recalibrated accordingly in good faith.
- 5.4 Formats are standard advertising formats and as such the price commitments relate only to spend in the traditional ad formats (not sponsorships unless otherwise mentioned, creative ad formats, one-offs and events, or the like not generally considered standard formats).

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

6. INTERNATIONAL BILLING

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

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

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

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

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

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

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

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

- If the Client uses options 2 or 3a:

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

Any exchange rate delta will be mitigated by the Client

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

They will be invoiced by the Local Agency office and can agree with the Local Agency office whether this will be invoiced in Restricted Currency or GBP.

Any exchange rate delta will be mitigated by the Client.

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

- 6.3.1 Logistical/marketing factors, such as the Local Client offices involvement in leading the briefing/delivery of marketing communications.
- 6.3.2 Financial & tax factors, such as how the Client issues POs/receive invoices, if Local Client offices are capable of receiving/paying invoices.
- 6.3.3 The positive or negative delta between the currency exchange rate, at point of purchase order to point of invoice (FX Mitigation).
- 6.3.4 Double taxation where both local market tax and UK tax being liable, with one or both being non-recoverable, thus reducing net media buying budget available for the campaign (VAT/GST Recoverability).

6.4 International Client Invoicing Options

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

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

Option	Option	Monthly	Client to mitigate	Yes (UK Agency acting as a principal)	Yes, and irrecoverable if applied
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Option 3a - UK Client to UK Agency, requiring input from Local Agency					
UK Client Role	Local Client Role	Client Paying	UK Agency Role	Local Agency Role	Invoiced by
Managing	Input to UK client	UK Client	Coordinating	Activating	UK Agency
GBP	Local currency	MI Reporting	FX Mitigation	UK Tax (UK Agency invoice)	Local Tax
Option	Option	Monthly	Client to mitigate	Yes	Yes, and irrecoverable if applied

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

Option 4 - UK Client to Local Agency

UK Client Role	Local Client Role	Client Paying	UK Agency Role	Local Agency Role	Invoiced by
Managing (or input to Local Client)	Input to UK Client (or managing)	UK Client	No	Managing	Local Agency
GBP	Local currency	MI Reporting	FX Mitigation	UK Tax (UK Agency invoice)	Local Tax
No	Yes	Quarterly	N/A	No	Yes, and irrecoverable if applied

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

PART C – ANNEX A

REDACTED TEXT under FOIA Section 43 Commercial Interests