

Contract Reference Number: TfL 94523

Date: 01/05/2021

Contract for Services

between

Transport for London

and

VCCP Group LLP

CONTENTS

CLAUSE	HEADING
1.	DEFINITIONS AND INTERPRETATION
2.	COMMENCEMENT AND DURATION
3.	THE SERVICES AND BRIEF PROCEDURE
4.	CHARGES
5.	PAYMENT PROCEDURES
6.	WARRANTIES AND OBLIGATIONS
7.	OPERATIONAL MANAGEMENT
8.	SERVICE PROVIDER'S PERSONNEL
9.	SUB-CONTRACTING AND CHANGE OF OWNERSHIP
10.	CONFLICT OF INTEREST
11.	ACCESS TO PREMISES AND ASSETS
12.	COMPLIANCE WITH POLICIES AND LAW
13.	LONDON LIVING WAGE
14.	CORRUPT GIFTS AND PAYMENT OF COMMISSION
15.	EQUIPMENT
16.	QUALITY AND BEST VALUE
17.	RECORDS, AUDIT AND INSPECTION
18.	SET-OFF
19.	INDEMNITY
20.	INSURANCE
21.	THE AUTHORITY'S DATA
22.	INTELLECTUAL PROPERTY RIGHTS
23.	PRIVACY, DATA PROTECTION AND CYBER SECURITY
24.	CONFIDENTIALITY AND ANNOUNCEMENTS
25.	FREEDOM OF INFORMATION AND TRANSPARENCY
26.	DISPUTE RESOLUTION
27.	BREACH AND TERMINATION OF CONTRACT
28.	CONSEQUENCES OF TERMINATION OR EXPIRY
29.	DECLARATION OF INEFFECTIVENESS AND PUBLIC PROCUREMENT TERMINATION EVENT
30.	SURVIVAL
31.	RIGHTS OF THIRD PARTIES
32.	CONTRACT VARIATION
33.	NOVATION
34.	NON-WAIVER OF RIGHTS
35.	ILLEGALITY AND SEVERABILITY
36.	NOTICES
37.	ENTIRE AGREEMENT
38.	COUNTERPARTS

- 39. RELATIONSHIP OF THE PARTIES
- 40. FURTHER ASSURANCE
- 41. GOVERNING LAW

SCHEDULE 1 - KEY CONTRACT INFORMATION
SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT
SCHEDULE 3 – SPECIFICATION
SCHEDULE 4 – CHARGES
SCHEDULE 5 – PROJECT BRIEF TEMPLATE
SCHEDULE 6 - FORM FOR VARIATION
SCHEDULE 7 – NOT USED
SCHEDULE 8 – TRANSFER OF EMPLOYEES
SCHEDULE 9 – NOT USED
SCHEDULE 10 – CONTACT REPORT

THIS CONTRACT is made the day of 2021

BETWEEN:

- (1) **TRANSPORT FOR LONDON**, with offices at 5 Endeavour Square, Stratford London, E20 1JN (**“the Authority”**); and
- (2) **VCCP GROUP LLP**, a company registered in England and Wales (Company Registration Number OC370529) whose registered office is at PO Box 70693, 63 Buckingham Gate, 3rd Floor, London, SW1P 9ZP (**“the Service Provider”**).

RECITALS:

- A. The Authority wishes the Service Provider to provide the Services and the Service Provider is willing to provide the Services to the Authority on the terms and conditions set out in the Contract.
- B. The Service Provider should be aware that the Authority does not offer any guarantee or minimum volume of the Services that may be delivered under this Contract and does not offer any exclusivity to the Service Provider.

THE PARTIES AGREE THAT:

1. Definitions and Interpretation

In this Contract (including the Recitals):

- 1.1 unless the context indicates otherwise the following expressions shall have the following meanings:

“Additional Fee” means the fee payable to the Service Provider in respect of the Services to be provided in relation to Project Brief not included in an agreed Annual Scope of Works in accordance with 3.10.12;

“Advertising” means any advertising in whatever form produced by or for the Authority;

“Affected Party” has the meaning given to it in Clause 27.3;

“Annual Fee” means the fee payable to the Service Provider in a Financial Year in respect of the services to be provided in relation to an Annual Scope of Work as agreed with the Authority;

“Annual Scope of Work” means an indicative high level description

and programme of the proposed and anticipated creative media projects, activities and campaigns which the Authority intends to implement and activate in a Financial Year including a description of the scope of work and services to be provided by the Service Provider to support the delivery of such projects;

“Authority Assets”

means any assets (whether tangible or intangible), materials, resources, systems, networks, connectivity and other equipment, machinery and facilities owned by or licensed to the Authority or any member of the Authority Group;

“Authority Group”

shall mean where the Authority is:

- (a) TfL, TfL in its own right and as holding company of all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any **“member of the Authority Group”** shall refer to TfL or any such subsidiary; and
- (b) the Greater London Authority (GLA), the GLA, TfL, the Mayor’s Office for Policing and Crime, the London Fire Commissioner, London Legacy Development Corporation and the Old Oak and Park Royal Development Corporation (**“Functional Bodies”**) each in their own right and as holding companies of all of their subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any **“member of the Authority Group”** shall refer to the GLA, any Functional Body or any such subsidiary;

“Authority Premises”

any land or premises (including temporary buildings) owned or occupied by or on behalf of any member of the Authority Group;

“Big Project”

has the meaning described in Schedule 4 (Charges);

“Business Day”	any day excluding Saturdays, Sundays or public or bank holidays in England between the hours of 9am and 5pm;
“CCSL”	the Centre for Civil Society Limited or any relevant replacement organisation as notified by the Authority from time to time;
“Cessation Plan”	a plan agreed between the Parties or determined by the Authority pursuant to Clauses 29.1 to 29.5 (inclusive) to give effect to a Declaration of Ineffectiveness or Clauses 29.6 to 29.10 (inclusive) to give effect to a Public Procurement Termination Event;
“Charges”	means the Annual Fee, any Additional Fee and any Disbursements as agreed payable by the Authority, in consideration of the due and proper performance of the Services in accordance with the Contract, as specified in or calculated in accordance with the provisions of this Contract;
“Confidential Information”	all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to the Authority (or any member of the Authority Group) whether commercial, financial, technical or otherwise, and including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority Group);
"Contact Report"	means a contact report in a form agreed between the Authority and the Service Provider and issued by the Service Provider to the Authority by email or in such other method as the Authority may require;
“Contract”	this contract, including the Schedules and all other documents referred to in this contract;
“Contract Commencement Date”	the date for commencement of the Contract specified in Schedule 1;
“Contract Information”	(i) the Contract in its entirety (including from time to time agreed changes to the Contract) and (ii) data extracted from the invoices submitted pursuant to Clause 5 which shall

	consist of the Service Provider's name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;
"Contract Manager"	the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;
"Data Protection Legislation"	means: <ul style="list-style-type: none"> (a) the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data; (b) Directive (EU) 2016/680 (the Law Enforcement Directive); (c) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018 and the UK General Data Protection Regulation ("UK GDPR"); (d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and (e) the Privacy and Electronic Communications (EC Directive) Regulations 2003;
"Declaration of Ineffectiveness"	a declaration of ineffectiveness in relation to this Contract made by a Court of competent jurisdiction pursuant to Regulation 98 of the Public Contracts Regulations 2015 or Regulations 113(2)(a) or 118(3) of the Utilities Contracts Regulations 2016;
"Disbursements"	means the Production Costs and any other third party costs which the Authority has agreed to in writing in accordance with Clause 4.6.
"Financial Year"	means the period commencing on 1 April in

each calendar year during the Term and ending on 31 March in the following calendar year. The first Financial Year will commence on the Services Commencement Date and the final Financial Year will end on the date of expiry or earlier termination of this Contract;

“Force Majeure Event”

any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Affected Party to perform its obligations in accordance with the terms of the Contract but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;

“Holding Company”

any company which from time to time directly or indirectly controls the Service Provider as set out by section 1159 of the Companies Act 2006;

“Insolvency Event”

any of the following:

- (f) either or both of the Service Provider or the Holding Company making any voluntary arrangement with its creditors or becoming subject to an administration order;
- (g) a receiver, administrative receiver, manager, or administrator being appointed over all or part of the business of either or both of the Service Provider or the Holding Company;
- (h) being a company, either or both of the Service Provider or the Holding Company having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary

amalgamation, reconstruction or other re-organisation without insolvency);

- (i) either or both of the Service Provider or the Holding Company ceasing or threatening to cease to carry on its business for any reason or being unable to pay its debts within the meaning of the Insolvency Act 1986;
- (j) being an individual or firm, the Service Provider becoming bankrupt or dying;
- (k) any similar event to those in (a) to (e) above occurring in relation to either or both of the Service Provider or the Holding Company under the law of any applicable jurisdiction for those purposes;

“Intellectual Property Rights”

any patent, know-how, trade mark or name, service mark, design right, copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;

“Key Personnel”

the Service Provider’s key personnel named in Schedule 1;

“London Living Wage”

the London rate for the basic hourly wage as updated and published annually by the CCSL (or any relevant replacement organisation) on its website (www.livingwage.org.uk);

“Losses”

all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct loss, damages, claims, demands, proceedings and judgments;

“Media Agency”	Wavemaker Global Limited (or such other Media Agency as advised by the Authority from time to time).
“Medium Project”	has the meaning described in Schedule 4 (Charges);
“Milestone”	an event which is the completion of one or more of the specified activities as may be set out in the Project Plan;
“Parties”	the Authority and the Service Provider (including their successors and permitted assignees) and “Party” shall mean either of them as the case may be;
“Personal Data”	has the meaning given to it in the Data Protection Legislation;
“Processing”	has the meaning given to it in the Data Protection Legislation;
“Procurement Manager”	the person named as such in Schedule 1 and referred to in Clause 7 or such other person as notified to the Service Provider by the Authority;
“Production Costs”	means production costs incurred by the Service Provider as agreed or specified by the Authority including artworking, retouching, developers, photography, TV production, radio production, web build, animation, illustration, model fees, recordings, the services of performers, production insurance and other content agreed between the Parties for use in the Advertising.
“Project Brief”	<p>a brief issued by the Authority to the Service Provider setting out Services which the Authority wishes for the Service Provider to provide to the Authority in accordance with this Contract in relation to a specific project, campaign or activity. Such project, campaign or activity may be:</p> <ul style="list-style-type: none"> (i) part of the projects, campaigns and activities in the agreed Annual Scope of Works; (ii) alternative project, campaign or activity

not included in the Annual Scope of Works but intended to replace or be an alternative to any project, campaign or activity included in the Annual Scope of Works or

- (iii) an additional project, campaign or activity not included in the Annual Scope of Works and which is intended to be in addition to the Annual Scope of Works.

Such brief shall include the indicative information set out in Schedule 5, and shall form part of the Services;

“Project Plan”

the plan (if any) for project delivery, as developed and agreed by the Parties in relation to the performance and timing of the Services relating to a Project Brief which may include Milestones;

“Property”

means any documents, materials, drawings and any other work entrusted to the Service Provider and belonging to the Authority;

“Public Procurement Termination Event”

has the meaning given to it in Clause 29.7;

“Public Procurement Termination Grounds”

any one or more of the grounds described either in Regulation 73(1) of the Public Contracts Regulations 2015 or Regulation 89(1) of the Utilities Contracts Regulations 2016;

“Quarterly Period”

means such period as notified to the Service Provider from time to time throughout the Term, each Quarterly Period shall comprise three (3) or four (4) consecutive Reporting Periods;

“Reporting Period”

means each of the 13 (thirteen) periods of approximately 28 (twenty eight) days each throughout each Financial Year (being the Authority’s financial reporting periods) as notified to the Service Provider from time to time throughout the Term. The first Reporting Period shall commence on the Service Commencement Date and the final Reporting Period shall end on the expiry of

	the Term
“Response”	means the information required as part of the Service Provider’s response to a Project Brief which may include a request for a Response and/or a Project Plan and details of any proposed Disbursements including Production Costs;
“Service Commencement Date”	the date for commencement of the Services set out in Schedule 1;
“Service Level Agreement”	the service levels and adjustments to the Charges set out in Schedule 3;
“Service Provider Equipment”	the equipment and materials of whatsoever nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Authority under the Contract;
“Service Provider’s Personnel”	all such persons, including (without limitation) employees, officers, suppliers, sub-contractors and agents of the Service Provider, as are engaged in the performance of any of the Services and including the Key Personnel;
“Services”	<p>(a) subject to Clause 27.6 all or any part of the services to be provided to, or activities to be undertaken and completed for, the Authority by the Service Provider under the Contract as detailed in the Specification including any variations to such services or activities pursuant to Clause 32; and</p> <p>(b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Contract;</p>
“Small Project”	has the meaning described in Schedule 4 (Charges);
“Specification”	the specification and other requirements set out in Schedule 3;

“Strategic Response”			the Service Provider's full response to a Project Brief which is prepared in full collaboration with the Media Agency in accordance with this Contract and which presents the creative strategy and/or above/below the line media channels the Service Provider intends to use to provide the Services in relation to the relevant Project Brief;
“Supply Option”	Chain	Finance	has the meaning given to it in paragraph 1 of Part B of Schedule 6;
“Term”			the period during which the Contract continues in force as provided in Clause 2 and Schedule 1;
“TfL”			Transport for London, a statutory corporation established under the Greater London Authority Act 1999;
“Transparency Commitment”			means the Authority’s commitment to publish its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and the Authority’s own published transparency commitments;
“VAT”			means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature.
1.2	a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;		
1.3	a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of the Contract;		
1.4	a reference to any document other than as specified in Clause 1.3 and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of the Contract;		
1.5	headings are included in the Contract for ease of reference only and do not affect the interpretation or construction of the Contract;		
1.6	references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Contract and any		

reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;

- 1.7 in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where:
 - 1.7.1 the conflicting part of the Schedule is explicitly expressed to take precedence; or
 - 1.7.2 the conflict is with a provision in Schedule 2 (Special Conditions of Contract), in which case the provisions in Schedule 2 shall prevail;
- 1.8 the Schedules form part of the Contract and will have the same force and effect as if expressly set out in the body of the Contract;
- 1.9 the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and
- 1.10 the words “including”, “includes” and “included” will be construed without limitation unless inconsistent with the context.

2. Commencement and Duration

The Contract commences on the Contract Commencement Date and continues in force for the duration stated in Schedule 1 unless terminated earlier in accordance with Clause 27.

3. The Services and Brief Procedure

- 3.1 The Service Provider:
 - 3.1.1 shall provide the Services to the Authority from the Service Commencement Date in accordance with the Contract;
 - 3.1.2 acknowledges that it has sufficient information about the Authority and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with the Contract;
 - 3.1.3 shall neither be entitled to any additional payment nor excused from any obligation or liability under the Contract due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Specification or otherwise to the Contract. In the event of misinterpretation or misunderstanding the Service Provider shall notify the Authority’s relevant portfolio manager who will (acting reasonably) determine how to resolve any such misinterpretation or misunderstanding; and

- 3.1.4 shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services.
- 3.2 Notwithstanding anything to the contrary in the Contract, the Authority's discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of the Contract;
- 3.3 The Service Provider shall provide the Services:
- 3.3.1 with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced service providers providing services of a similar scope, type and complexity to the Services and with sufficient resources including project management resources;
 - 3.3.2 in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification;
 - 3.3.3 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner; and
 - 3.3.4 so that they are properly managed and monitored and shall immediately inform the Authority if any aspect of the Contract is not being or is unable to be performed.
- 3.4 Where in the reasonable opinion of the Authority the Service Provider has failed to provide the Services or any part of them so that the Services do not substantially conform with the Contract, the Service Provider shall, without prejudice to any of the Authority's other rights, re-perform the Services or part thereof as requested by the Authority at no additional cost and within such period of time as reasonably specified by the Authority.
- 3.5 Where reasonably requested to do so by the Authority and provided the Service Provider is willing to so contract, the Service Provider shall contract with such other member(s) of the Authority Group as on the terms of this Contract with only the necessary changes of Parties' details being made.
- 3.6 Throughout the term of the Contract the Service Provider shall when required give to the Authority such written or oral advice or information regarding any of the Services as the Authority may reasonably require.
- 3.7 Not used
- 3.8 Service Level Agreement**
- 3.8.1 The Service Level Agreement is that as set out in Section 3 of Schedule 3 (Specification).

- 3.8.2 The Authority is entitled to make deductions from the Charges in accordance with the formula as set out in Schedule 3 (Specification).
- 3.8.3 The provisions of this Clause 3.8 shall be without prejudice to the Authority Group's other rights and remedies under this Agreement, including the Authority Group's rights to seek injunctive relief in any court of competent jurisdiction and/or to claim damages where the loss suffered exceeds the deductions applicable under the Service Level Agreement.

3.9 Amendments to the Services

- 3.9.1 The Authority may request the Service Provider to change, cancel or stop any and all plans, schedules or work in progress and the Service Provider will take all reasonable steps to comply with any such request provided that the Service Provider is able to do so within its contractual obligations to suppliers and sub-contractors.
- 3.9.2 In the event of any cancellation or amendment to which the Authority has given prior approval, the Authority will reimburse the Service Provider for any reasonable charges or expenses incurred by the Service Provider or to which the Service Provider is committed which the Authority has agreed as reasonable, and also pay the Service Provider's agreed remuneration covering these terms save to the extent that such cancellation or amendment was necessary due to the fault of the Service Provider.
- 3.9.3 The Service Provider shall use all reasonable endeavours to ensure that its contracts with suppliers and sub-contractors contain a clause in the same terms as Clause 3.9.1 above.
- 3.9.4 The Service Provider shall give the Authority advanced notice in writing of any contractual obligations the Service Provider enters into or has entered into with suppliers or subcontractors which shall make the Authority liable to incur costs to that supplier or subcontractor in the event that the supplier or subcontractor cancels or amends its contract with the Service Provider.

3.10 Brief Procedure

Annual Scope of Works and Annual Fee

- 3.10.1 For each Financial Year, the Authority will issue to the Service Provider an Annual Scope of Works specifying the Services to be provided in that Financial Year. For each programme, campaign and project identified in the Annual Scope of Works the Authority will categorise each programme, campaign or project as a Big Project, Medium Project or Small Project. The Service Provider will confirm receipt of the Annual Scope of Works within one (1) Business Day.

- 3.10.2 Within 20 (twenty) Business Days of issuing the Annual Scope of Works the Service Provider shall submit to the Authority its detailed proposals for providing the scope of works and services required to deliver the projects, programme and campaigns identified in the Annual Scope of Works together with the Service Provider's proposed Annual Fee, which shall comprise a full breakdown of the Service Provider's proposed charges for providing such services. Such proposed charges shall be based on but shall not exceed the fixed charges applicable to each Big Project, Medium Project and Small Project set out in Schedule 4 (Charges).
- 3.10.3 Following receipt by the Authority of the Service Provider's proposals pursuant to Clause 3.10.2 the parties will (acting reasonably and in good faith) discuss and agree any changes to the scope of works or services identified in the Annual Scope of Works and the Service Provider's proposed Annual Fee for the forthcoming Financial Year. The Parties shall agree the details of the Annual Scope of Works and the related Annual Fee not less than 20 (twenty) Business Days before the start of each Financial Year. The agreed Annual Fee should include (without limitation) a full breakdown of the agreed Annual Fee, the amount attributable to each programme, project, and campaign based on the fixed charges applicable to each Big Project, Medium Project and Small Project set out in Schedule 4 (Charges) and the amount payable by the Authority for each Quarterly Period.
- 3.10.4 The Authority may, at its discretion and on giving reasonable notice to the Service Provider, amend, modify or change any programmes, projects, campaigns or activities listed in the agreed Annual Scope of Works, without any change to the Annual Fee, provided that the scope of any amendment, modification or change is equivalent to the originally agreed project, campaign or activity.

Project Briefs

- 3.10.5 The Authority may at any time during a Financial Year issue to the Service Provider a Project Brief specifying:
- 3.10.5.1 the Services to be provided once a project, campaign or activity identified in the Annual Scope of Works is required; and
 - 3.10.5.2 the information required as part of the Response required from the Service Provider and the date for delivery of such Response.
- 3.10.6 Following the issue of a Project Brief:
- 3.10.6.1 the Service Provider shall confirm receipt of such Project Brief within one (1) Business Day of receipt; and

- 3.10.6.2 the Service Provider shall provide a Response in accordance with the relevant timescales for an “Inform”, “Inspire” or “Influence” campaign as set out in paragraph 4 of Schedule 3.
- 3.10.7 Following receipt of a Response, the Authority may notify the Service Provider that the Response is accepted following which the Service Provider shall provide the relevant Services in accordance with the Project Brief and Response and such Services shall be included in the Annual Fee.
- 3.10.8 The Authority is not obliged to approve or agree any Response and may require changes to the Response before accepting any such Response.

Additional or Replacement Projects

- 3.10.9 The Authority may at any time issue a Project Brief for a project, activity or campaign that either:
 - 3.10.9.1 does not fall within the agreed Annual Scope of Works and is intended to be in addition to the agreed Annual Scope of Works; or
 - 3.10.9.2 is intended to replace a project, activity or campaign identified in the agreed Annual Scope of Works, provided the nature and scope of the services required in relation to such Project Brief are broadly similar to the Services under this Contract.
- The provisions of paragraph 5 of Schedule 3 (Specification) shall apply in respect of any cancellation of a project, activity or campaign.
- 3.10.10 Such Project Brief will include the information required as part of the Response required from the Service Provider and the date for delivery of such Response.
 - 3.10.11 Following the issue of a Project Brief pursuant to Clause 3.10.9:
 - 3.10.11.1 the Service Provider shall confirm receipt of such Project Brief within one (1) Business Day of receipt; and
 - 3.10.11.2 the Service Provider shall provide a Response in accordance with the relevant timescales for an “Inform”, “Inspire” or “Influence” campaign as set out in paragraph 4 of Schedule 3.
 - 3.10.12 Where the Project Brief is for a project, activity or campaign that is not identified in the agreed Annual Scope of Works and is intended to be in addition to the agreed Annual Scope of Works, such Response shall include the Service Provider’s proposed charges for providing the relevant Services. Such proposed charges shall be the relevant

amounts agreed in accordance with the provisions of paragraph 2.2 of Schedule 4 (“**Additional Fee**”).

3.10.13 Where the Project Brief is for a project, activity or campaign that is intended to replace a project, activity or campaign identified in the agreed Annual Scope of Works, such Response shall confirm that the relevant Services are included in:

3.10.13.1 the agreed Annual Scope of Works (by replacing a project, activity or campaign of equivalent scope and fees identified by the Authority and previously included in the Annual Scope of Works); and

3.10.13.2 the agreed Annual Fee.

3.10.14 Following receipt of a Response, the Authority may notify the Service Provider that the Response is accepted following which the Service Provider shall provide the relevant Services in accordance with such Response and such Services shall either be included in the Annual Fee or agreed as an Additional Fee (as appropriate).

3.10.15 The Authority is not obliged to approve or agree any Response and may require changes to the Response before accepting any such Response.

3.11 Contact Reports

3.11.1 The Service Provider will produce a Contact Report detailing matters discussed between the parties, including those which are discussed in any meetings or telephone conversations.

3.11.2 The Service Provider must send the report by email within one (1) Business Day following a meeting or telephone conversation.

3.11.3 If the Authority has comments on the Contact Report, it will provide such comments within 2 Business Days of receipt, unless the Authority employee to whom the Contact Report is sent is absent from the office, in which case such a period will commence upon the return of that individual to the office.

3.11.4 The Service Provider should deem the Contact Report agreed if comments are not provided within 2 (two) Business Days of receipt by the Authority.

3.11.5 If approval is urgent, the Service Provider may approach the Authority for approval from another, more senior Authority employee in the absence of the individual concerned.

4. Charges

- 4.1 The Service Provider shall invoice the Authority in accordance with the procedures set out in Clause 5 and in consideration of, and subject to the due and proper performance of the Services by the Service Provider in accordance with the Contract, the Authority shall pay the Service Provider the Charges in accordance with those procedures and with the other terms and conditions of the Contract.

Annual Fee

- 4.2 The Service Provider and the Authority will agree the Annual Fee for each Financial Year in accordance with the procedure set out in clause 3.10.3. The Annual Fee will be paid in quarterly instalments in advance in respect of each Quarterly Period, aligned to the Authority's Report Periods in the amounts specified in the Annual Scope of Work.

Additional Fee

- 4.3 Where the Authority issues a Project Brief pursuant to 3.10.9, the Authority and the Service Provider will agree the additional charges (in accordance with 3.10.12), including whether payment will be made in instalments or linked to Milestones.

Disbursements (including Production Costs)

- 4.4 Subject to Clause 4.6, the Service Provider is not entitled to reimbursement for expenses unless such expenses are specified in a Project Brief and the Service Provider's Response or in this Contract or have been incurred with the prior written consent of the Authority, in which case the Service Provider shall supply appropriate evidence of expenditure in a form acceptable to the Authority.
- 4.5 All Charges exclude any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate and in the manner for the time being prescribed by law on delivery of a valid VAT invoice.

4.6 Disbursements

- 4.6.1 The Service Provider will invoice the Authority at cost for any Disbursements incurred by the Service Provider in performing the Services provided that such costs and payment instalments shall have been agreed beforehand between the Parties in writing in accordance with Schedule 4.
- 4.6.2 The Service Provider shall not incur such third party costs without the Authority's prior written approval.
- 4.6.3 The Service Provider shall use all reasonable endeavours to obtain third party supplies at the most advantageous rate available. The

Service Provider shall pass on to the Authority the benefit of any rate cuts, reductions or refunds.

- 4.6.4 The Service Provider shall use reasonable care and skill in selecting third party suppliers.
- 4.6.5 The Authority shall reimburse the Service Provider (in accordance with Clause 5) for any such costs which:
 - 4.6.5.1 have been incurred with the Authority's prior written approval; and
 - 4.6.5.2 are supported by an invoice from the Service Provider.
- 4.6.6 The Authority shall not be liable for additional charges for late payment levied by suppliers to the extent that such additional charges are due to the fault of the Service Provider or for other costs which are the fault of the Service Provider.

5. Payment Procedures

- 5.1 The Service Provider shall invoice the Authority in respect of the Charges as follows:
 - 5.1.1 Each instalment of the Annual Fee will be invoiced quarterly in advance at the start of each relevant Quarterly Period
 - 5.1.2 Additional Fees will be invoiced in accordance with the relevant Project Brief and Response; and
 - 5.1.3 Disbursement (including Production Costs) in accordance with the relevant agreed Project Brief and Response.
- 5.2 Each invoice shall include any appropriate deductions to the invoices in accordance with this Contract including the Service Level Agreement.
- 5.3 The Service Provider shall submit invoices to the postal address set out in Schedule 1 or, where an electronic format for submission of invoices is set out in Schedule 1, such electronic format shall, unless the Authority requires otherwise, be used. Each such invoice shall contain all information required by the Authority including the Contract Reference Number, SAP order number, Service Provider's name, address and bank account details to which payment should be made, a separate calculation of VAT and a brief description of the Services provided. Invoices shall be clear, concise, accurate, and adequately descriptive to avoid delays in processing subsequent payment.
- 5.4 Additional Fees and Disbursements should be identified on separate invoices.
- 5.5 The Authority shall consider and verify each invoice, which is submitted by the Service Provider in accordance with this Clause 5, in a timely

manner. If the Authority considers that the Charges claimed by the Service Provider in any invoice have:

- 5.5.1 been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved and payment shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time within 30 days of receipt of such invoice or such other time period as may be specified in Schedule 1;
- 5.5.2 not been calculated correctly or if the invoice contains any other error or inadequacy, the Authority shall notify the Service Provider and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised invoice to the Authority.

The Authority shall not be entitled to treat any properly submitted invoice as disputed or incorrect solely due to its own undue delay in considering and verifying it.

- 5.6 Where the Authority has agreed to pay for any Disbursements in advance in accordance with Clause 4.6, the Authority will pay such Disbursements within five (5) Business Days of receipt an invoice submitted in accordance with the provisions of this Clause 5.
- 5.7 No payment made by the Authority (including any final payment) or act or omission or approval by the Authority or Contract Manager or Procurement Manager (whether related to payment or otherwise) shall:
 - 5.7.1 indicate or be taken to indicate the Authority's acceptance or approval of the Services or any part of them or any act or omission of the Service Provider, or otherwise prejudice any rights, powers or remedies which the Authority may have against the Service Provider, or absolve the Service Provider from any obligation or liability imposed on the Service Provider under or by virtue of the Contract; or
 - 5.7.2 prevent the Authority from recovering any amount overpaid or wrongfully paid including payments made to the Service Provider by mistake of law or fact. Without prejudice to Clause 18, the Authority shall be entitled to withhold such amount from any sums due or which may become due to the Service Provider or the Authority may recover such amount as a debt.
- 5.6 Except where otherwise provided in the Contract, the Charges shall be inclusive of all costs of staff, facilities, equipment, materials and other expenses whatsoever incurred by the Service Provider in discharging its obligations under the Contract.
- 5.7 Interest shall accrue at the rate of two percent (2%) above the base rate of the Bank of England from time to time on all sums due and

payable under this Contract from the due date until the date of actual payment (both before and after judgement). All such interest shall be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty five (365) day year and compounded at monthly intervals. The parties agree that this provision constitutes a substantial remedy for late payment of any sum payable under the Contract in accordance with s8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

6. Warranties and Obligations

6.1 Without prejudice to any other warranties expressed elsewhere in the Contract or implied by law, the Service Provider warrants, represents and undertakes to the Authority that:

6.1.1 the Service Provider:

6.1.1.1 has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of its Holding Company) to enter into and to perform the Contract; and

6.1.1.2 is aware of the purposes for which the Services are required and acknowledges that the Authority is reliant upon the Service Provider's expertise and knowledge in the provision of the Services; and

6.1.1.3 is entering into this Contract as principal and not as agent for any person and that it will act as an independent contractor in carrying out its obligations under this Contract;

6.1.2 the Contract is executed by a duly authorised representative of the Service Provider;

6.1.3 all materials, equipment and goods used or supplied by the Service Provider in connection with the Contract shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), sound in design and in conformance in all respects with the Specification; and

6.1.4 all documents, drawings, computer software and any other work prepared or developed by the Service Provider or supplied to the Authority under the Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.

6.2 Each warranty and obligation in this Clause 6 shall be construed as a separate warranty or obligation (as the case may be) and shall not be

limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of the Contract.

7. Operational Management

7.1 The Authority authorises the Contract Manager to act as the Authority's representative for the Contract.

7.2 The Service Provider shall deal with the Contract Manager (or his or her nominated representative) in respect of all matters arising under the Contract, except as set out below or unless otherwise notified by the Authority:

7.2.1 variations to the Contract;

7.2.2 any matter concerning the terms of the Contract; and

7.2.3 any financial matter (including any issues in Schedule 4),

which shall be referred to the Procurement Manager.

7.3 The Service Provider shall, at the Authority's request, provide promptly to the Authority at no additional cost such reports on the provision of the Services as the Authority may reasonably request.

7.4 Any reference in this Agreement to the Authority's Written Approval shall mean written approval by directors or employees of the Authority authorised to approve the Services whose names and levels of approval authority are notified to the Service Provider from time to time. Any change to the Authorised Persons during the Term will be notified in writing by the Authority to the Service Provider.

7.5 For the purposes of this Agreement Authority's Written Approval shall include approval signified by:

7.5.1 email from the Authority's business email address bearing the email signature of an Authorised Person;

7.5.2 oral approval given by an Authorised Person having authority to give oral approval provided this is in circumstances where time does not permit written approval and the said oral approval is confirmed within one Business Day by way of a written confirmation email or otherwise from the Authority to the Service Provider; and

7.5.3 email emanating from the personal allocated business email address of an Authorised Person.

8. Service Provider's Personnel

8.1 The Parties agree that where the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) apply, the Parties shall

both comply with their obligations under Schedule 8 (Transfer of Employees) and where requested by the Authority the Service Provider shall comply with the Voluntary TUPE Protocol of the Institute of Practitioners in Advertising (IPA) and the Incorporated Society of British Advertisers (ISBA).

- 8.2 Nothing in this Contract will render the Service Provider's Personnel, an employee, agent or partner of the Authority or Authority Group by virtue of the provision of the Services by the Service Provider under the Contract, and the Service Provider shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Service Provider's Personnel.
- 8.3 The Service Provider shall provide the Service Provider's Personnel as necessary for the proper and timely performance and management of the Services in accordance with the Contract. All personnel deployed on work relating to the Contract shall have the appropriate qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to the Authority.
- 8.4 Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to any Service Provider's Personnel to any Authority Premises and/or require that any Service Provider's Personnel be immediately removed from performing the Services if such Service Provider's Personnel in the Authority's view have not been properly trained in any way required by this Contract, are otherwise incompetent, negligent, guilty of misconduct or could be a danger to any person. The Authority shall notify the Service Provider of such denial and/or requirement in writing and the Service Provider shall comply with such notice and provide a suitable replacement (with the Contract Manager's prior consent in the case of Key Personnel).
- 8.5 The Service Provider shall give the Authority, if so requested, full particulars of all persons who are or may be at any time employed on the Contract and shall take all reasonable steps to avoid changes to any of its staff designated in the Contract as Key Personnel. The Service Provider shall give the Authority reasonable notice (which in respect of the Key Personnel identified in the Key Personnel table in paragraph 10 of Schedule 1 shall be not less than the minimum period specified in such table where circumstances permit) of any proposals to change Key Personnel and Clause 8.3 shall apply to the proposed replacement personnel.
- 8.6 Notwithstanding Clause 8.1, the Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all Losses which the Authority or other member of the Authority Group incur or suffer in relation to the Service Provider's Personnel or any person who may allege to be the same (whenever such Losses may arise) or any failure by the Service Provider to comply with Clause 8.4.

8.7 The Service Provider shall pay to the Service Provider's Personnel not less than the amounts declared to the Authority (if any) as part of the tender process for the Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.

8.8 The Service Provider shall provide training to the Authority's personnel (including its employees, officers, suppliers, sub-contractors and agents) as specified in Schedule 1.

9. **Sub-Contracting and Change of Ownership**

9.1 The Service Provider shall not assign or sub-contract all or any part of the Services without the prior written consent of the Authority, which may be refused or granted subject to such conditions as the Authority sees fit.

9.2 Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:

9.2.1 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the Contract insofar as they relate to the Services or part of them (as the case may be) which that sub-contractor is required to provide;

9.2.2 be responsible for payments to that person;

9.2.3 remain solely responsible and liable to the Authority for any breach of the Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Service Provider;

9.2.4 on or before the Contract Commencement Date or the Service Commencement Date (whichever is the earlier) (or as soon as reasonably practicable thereafter), notify the Authority in writing of the name, contact details and details of the legal representatives of any such sub-contractor (of any tier), to the extent that such information has not already been provided by the Service Provider to the Authority under the Contract;

9.2.5 promptly notify the Authority in writing of any change to the information notified under Clause 9.2.4 and provide in writing the name, contact details and details of the legal representatives of each such sub-contractor (of any tier) who is engaged after the Contract Commencement Date or the Service Commencement Date (whichever is the earlier);

- 9.2.6 without prejudice to the provisions of Clause 12, ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such sub-contractor;
- 9.2.7 include a term in each sub-contract (of any tier):
 - 9.2.7.1 requiring payment to be made by the Service Provider or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, to the sub-contractor within a specified period not exceeding 30 days from receipt of a valid and undisputed invoice as defined by the sub-contract requirements;
 - 9.2.7.2 a requirement that any invoices for payment submitted by the sub-contractor are considered and verified by the Service Provider, or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, in a timely manner and that any undue delay in doing so shall not in itself be sufficient justification for failing to treat an invoice as being valid and undisputed under the sub-contract requirements;
 - 9.2.7.3 entitling the Service Provider or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract to terminate that sub-contract if the relevant sub-contractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or labour law; and
 - 9.2.7.4 a requirement that the sub-contractor includes a provision having the same effect as Clause 9.2.7.3 above in any sub-contract it awards.
- 9.3 The Service Provider shall give notice to the Authority within 10 Business Days where:
 - 9.3.1 there is any change in the ownership of the Service Provider where such change relates to 50% or more of the issued share capital of the Service Provider; and
 - 9.3.2 there is any change in the ownership of the Holding Company where such change relates to 50% or more of the issued share capital of the Holding Company; and
 - 9.3.3 (in the case of an unincorporated Service Provider) give notice to the Authority if there is any change in the management personnel of the Service Provider, which alone or taken with any other change in management personnel not previously

notified to the Authority, equates to a change in the identity of 50% or more of the management personnel of the Service Provider.

Upon the occurrence of any of the events referred to at Clauses 9.3.1 – 9.3.3 above, the Authority shall have the right to terminate the Contract.

10. Conflict of Interest

- 10.1 The Service Provider warrants that it does not and will not have at the Contract Commencement Date or Service Commencement Date any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services or any member of the Authority Group, save to the extent fully disclosed to and approved by the Authority.
- 10.2 The Service Provider shall check for any conflict of interest at regular intervals throughout the Term and in any event not less than once in every six months and shall notify the Authority in writing immediately upon becoming aware of any actual or potential conflict of interest with the Services or any member of the Authority Group and shall work with the Authority to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to the Authority's satisfaction, provided that, where the Authority is not so satisfied, it may terminate the Contract in accordance with Clause 27.1.4.

11. Access to Premises and Assets

- 11.1 Subject to Clause 8.4 any access to either or both of any Authority Premises or Authority Assets made available to the Service Provider in connection with the proper performance of the Contract shall be free of charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Term in accordance with the Contract provided, for the avoidance of doubt, the Service Provider shall be responsible for its own costs or travel including either or both of any congestion charging or low emission zone charging. The Service Provider shall:
- 11.1.1 have the use of such Authority Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of such Authority Premises;
- 11.1.2 vacate such Authority Premises upon the termination or expiry of the Contract or at such earlier date as the Authority may determine;

- 11.1.3 not exercise or purport to exercise any rights in respect of any Authority Premises in excess of those granted under this Clause 11.1;
 - 11.1.4 ensure that the Service Provider's Personnel carry any identity passes issued to them by the Authority at all relevant times and comply with the Authority's security procedures as may be notified by the Authority from time to time;
 - 11.1.5 not damage the Authority Premises or any assets on Authority Premises; and
 - 11.1.6 return immediately to the Authority in good working order and satisfactory condition (in the reasonable opinion of the Authority) all Authority Assets used by the Service Provider or the Service Provider's Personnel in the performance of the Services.
- 11.2 Nothing in this Clause 11 shall create or be deemed to create the relationship of landlord and tenant in respect of any Authority Premises between the Service Provider and any member of the Authority Group.
- 11.3 The Authority shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT services) to the Service Provider except as may be specified in Schedule 1.

12. Compliance with Policies and Law

- 12.1 The Service Provider, at no additional cost to the Authority:
- 12.1.1 undertakes to procure that all the Service Provider's Personnel comply with all of the Authority's policies and standards that are relevant to the performance of the Services, (including where the GLA is the Authority the Authority's Dignity at Work policy as updated from time to time and with the GLA's Code of Ethics as updated from time to time, and where TfL is the Authority, TfL's workplace harassment policy and safeguarding policy as updated from time to time (copies of which are available on request from TfL) and with TfL's Code of Conduct (which is available on TfL's website, www.tfl.gov.uk) and those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Authority for personnel working at Authority Premises or accessing the Authority's computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request. In the event that the Services are being provided to both the GLA and TfL, then the policies and standards of each of the GLA and TfL shall apply as appropriate;

- 12.1.2 shall provide the Services in compliance with and shall ensure that the Service Provider's Personnel comply with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to either or both of the Service Provider's or the Authority's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify the Authority if the Service Provider is required to make any change to the Services for the purposes of complying with its obligations under this Clause 12.1.2;
- 12.1.3 without limiting the generality of Clause 12.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
- 12.1.4 acknowledges that the Authority is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief, age, pregnancy or maternity, gender reassignment or disability (a "**Relevant Protected Characteristic**") (as the case may be) and to promote equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it. In providing the Services, the Service Provider shall assist and cooperate with Authority where possible in satisfying this duty;
- 12.1.5 where possible, shall provide the Services in such a manner as to:
- 12.1.5.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;
 - 12.1.5.2 eliminate unlawful discrimination; and
 - 12.1.5.3 promote good relations between persons of different racial groups, religious beliefs and sexual orientation;
- 12.1.6 Where the GLA is the Authority the Service Provider shall:
- 12.1.6.1 comply with policies developed by the Authority with regard to compliance with the Authority's duties referred to in Clauses 12.1.4. - 12.1.5 as are relevant to the Contract and the Service Provider's activities;

- 12.1.6.2 obey directions from the Authority with regard to the conduct of the Contract in accordance with the duties referred to in Clauses 12.1.4. - 12.1.5;
 - 12.1.6.3 assist, and consult and liaise with, the Authority with regard to any assessment of the impact on and relevance to the Contract of the duties referred to in Clauses 12.1.4. - 12.1.5;
 - 12.1.6.4 on entering into any contract with a sub-contractor in relation to this Contract, impose obligations upon the sub-contractor to comply with this Clause 12.1.6 as if the sub-contractor were in the position of the Service Provider;
 - 12.1.6.5 provide to the Authority, upon request, such evidence as the Authority may require for the purposes of determining whether the Service Provider has complied with this Clause 12.1.6. In particular, the Service Provider shall provide any evidence requested within such timescale as the Authority may require, and cooperate fully with the Authority during the course of the Authority's investigation of the Service Provider's compliance with its duties under this Clause 12.1.6; and
 - 12.1.6.6 inform the Authority forthwith in writing should it become aware of any proceedings brought against it in connection with this Contract by any person for breach of the Equality Act 2010.
- 12.1.8 shall promptly notify the Service Provider's Personnel and the Authority of any health and safety hazards that exist or may arise in connection with the performance of the Services;
- 12.1.9 without limiting the generality of Clause 12.1.2, shall comply with the Bribery Act 2010 and any guidance issued by the Secretary of State under it; and
- 12.1.10 where applicable to the Service Provider and without limiting the generality of Clause 12.1.2, shall comply with the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under it.

In all cases, the costs of compliance with this Clause 12.1 shall be borne by the Service Provider.

- 12.2 In providing the Services, the Service Provider shall (taking into account best available techniques not entailing excessive cost and the best practicable means of preventing, or counteracting the effects of any

noise or vibration) have appropriate regard (insofar as the Service Provider's activities may impact on the environment) to the need to:

- 12.2.1 preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;
- 12.2.2 enhance the environment and have regard to the desirability of achieving sustainable development;
- 12.2.3 conserve and safeguard flora, fauna and geological or physiological features of special interest; and
- 12.2.4 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

Advertising Standards

- 12.3 The Service Provider shall comply, and shall ensure that all Advertising which it produces pursuant to this Contract complies, with the Authority's Advertising Policy, the UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing, the UK Code of Broadcast Advertising (BCAP Code), the British Codes of Advertising and Sales Promotion, the Advertising Standards Authority, the Broadcast Advertising Clearance Centre, the ITC Sponsorship Code, the Radio Authority Code and other relevant codes of Advertising laid down whether on a statutory or self-regulatory basis. The Service Provider shall abide by the rulings of the Advertising Standards Authority, the Committee of Advertising Practice, ITC and the Radio Authority.
- 12.4 In order to satisfy the requirements of these codes or any statutory requirements the Authority and the Service Provider will co-operate with each other in ensuring that all necessary and suitable objective product and other information and relevant facts are available as required. The Service Provider is responsible for securing all clearances through the relevant bodies.
- 12.5 Where the Authority requests changes to any Advertising, the Service Provider shall advise the Authority whether such changes will result in the Advertising not complying with any of the standards and codes of practice in clause 12.3.

13. London Living Wage

- 13.1 For the purposes of this Clause 13 only, "Sub-contractor" means a sub-contractor (of any tier) of the Service Provider.
- 13.2 The Service Provider acknowledges and agrees that the Mayor of London pursuant to section 155 of the Greater London Authority Act 1999 has directed that members of the Authority Group ensure that the

London Living Wage be paid to anyone engaged by any member of the Authority Group who is required to discharge contractual obligations (whether as a direct contractor or a sub-contractor (of any tier) of that direct contractor) on the Authority's estate in the circumstances set out in Clause 13.3.1.

13.3 Without prejudice to any other provision of this Contract, the Service Provider shall:

13.3.1 ensure that its employees and procure that the employees of its Sub-contractors engaged in the provision of the Services:

13.3.1.1 for two (2) or more hours of work in any given day in a week, for eight (8) or more consecutive weeks in a year; and

13.3.1.2 on the Authority's estate including (without limitation) premises and land owned or occupied by the Authority,

be paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the London Living Wage;

13.3.2 ensure that none of:

13.3.2.1 its employees; nor

13.3.2.2 the employees of its Sub-contractors,

engaged in the provision of the Services be paid less than the amount to which they are entitled in their respective contracts of employment;

13.3.3 subject to Data Protection Legislation, provide to the Authority such information concerning the London Living Wage as the Authority or its nominees may reasonably require from time to time, including (without limitation):

13.3.3.1 all information necessary for the Authority to confirm that the Service Provider is complying with its obligations under Clause 13; and

13.3.3.2 reasonable evidence that Clause 13 has been implemented;

13.3.4 disseminate on behalf of the Authority to:

13.3.4.1 its employees; and

13.3.4.2 the employees of its Sub-contractors,

engaged in the provision of the Services such perception questionnaires as the Authority may reasonably require from time to time and promptly collate and return to the Authority responses to such questionnaires; and

13.3.5 cooperate and provide all reasonable assistance in monitoring the effect of the London Living Wage including (without limitation):

13.3.5.1 allowing the CCSL to contact and meet with the Service Provider's employees and any trade unions representing the Service Provider's employees;

13.3.5.2 procuring that the Service Provider's Sub-contractors allow the CCSL to contact and meet with the Subcontractors' employees and any trade unions representing the Sub-contractors' employees,

in order to establish that the obligations in Clause 13.3.1 have been complied with.

13.4 For the avoidance of doubt the Service Provider shall:

13.4.1 implement the annual increase in the rate of the London Living Wage; and

13.4.2 procure that its Sub-contractors implement the annual increase in the rate of the London Living Wage,

on or before 1 April in the year following the publication of the increased rate of the London Living Wage.

13.5 Subject to Data Protection Legislation the Authority reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Service Provider's staff and the staff of its Sub-contractors.

13.6 Without limiting the Authority's rights under any other termination provision in this Contract, the Service Provider shall remedy any breach of the provisions of this Clause 13 within four (4) weeks' notice of the same from the Authority (the "**Notice Period**"). If the Service Provider remains in breach of the provisions of this Clause 13 following the Notice Period, the Authority may by written notice to the Service Provider immediately terminate this Contract.

14. **Corrupt Gifts and Payment of Commission**

The Service Provider shall not, and shall ensure that its employees, agents and sub-contractors do not, pay any commission, fees or grant any rebates to any employee, officer or agent of any member of the

Authority Group nor favour any employee, officer or agent of any member of the Authority Group with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of any member of the Authority Group other than as a representative of the Authority, without the Authority's prior written approval.

15. Equipment

15.1 Risk in:

15.1.1 all Service Provider Equipment shall be with the Service Provider at all times; and

15.1.2 all other equipment and materials forming part of the Services (title to which will pass to the Authority) ("**Materials**") shall be with the Service Provider at all times until completion of the Services in accordance with the Contract,

regardless of whether or not the Service Provider Equipment and Materials are located at Authority Premises.

15.2 The Service Provider shall ensure that all Service Provider Equipment and all Materials meet all minimum safety standards required from time to time by law.

16. Quality and Best Value

The Service Provider acknowledges that the Authority is a best value authority for the purposes of the Local Government Act 1999 and as such the Authority is required to make arrangements to secure continuous improvement in the way it exercises its functions (having regard to a combination of economy, efficiency and effectiveness) and, as such, the Service Provider shall, where reasonably requested by the Authority, participate in any relevant best value review.

17. Records, Audit and Inspection

17.1 The Service Provider shall, and shall procure that its sub-contractors shall:

17.1.1 maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services and the Service Provider's obligations under the Contract and all transactions entered into by the Service Provider for the purposes of the Contract (including time-sheets for the Service Provider's Personnel where such records are material to the calculation of the Charges) ("**Records**"); and

17.1.2 retain all Records during the Term and for a period of not less than 6 years (or such longer period as may be required by law), except Records containing Personal Data (as defined in

Data Protection Legislation) which shall only be retained for as long as necessary, following termination or expiry of the Contract ("**Retention Period**").

- 17.2 The Authority and any person nominated by the Authority has the right to audit any and all Records at any time during the Retention Period on giving to the Service Provider what the Authority considers to be reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Service Provider's performance of the Services (including compliance with Clause 12.1) and the Service Provider shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview.

18. **Set-Off**

All damages, costs, charges, expenses, debts, sums or other amounts owing (contingently or otherwise) to or incurred by the Authority arising out of or attributable to this Contract or any other contract between the Authority and the Service Provider may be deducted by the Authority from monies due or which may become due to the Service Provider under this Contract or under any other contract with any member of the Authority Group may recover such amount as a debt.

19. **Indemnity**

- 19.1 Subject to Clause 19.2 and Clause 19.3, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless each of the Authority and all other members of the Authority Group (including their respective employees, sub-contractors and agents) ("**the Indemnified Party**") against all Losses which the Indemnified Party incurs or suffers as a consequence of any breach or negligent performance of the Contract by the Service Provider (or any of the Service Provider's Personnel) (including in each case any non-performance or delay in performance of the Contract) or of any breach of statutory duty, misrepresentation or misstatement by the Service Provider (or any of its employees, agents or sub-contractors).

- 19.2 The Service Provider is not responsible for and shall not indemnify the Authority for any Losses to the extent that such Losses are caused by any breach or negligent performance of any of its obligations under the Contract by the Authority or any other member of the Authority Group including by any of their respective employees, agents or sub-contractors.

- 19.3 Subject to Clauses 19.4 and 19.5, the Service Provider's total liability in respect of all Losses occurring within any year of the Term whether arising from tort (including negligence), breach of contract or otherwise under or in connection with this Contract, shall not exceed:

19.3.1 **REDACTED**

19.3.2 REDACTED

19.4 Nothing in the Contract shall be construed to limit or exclude the Service Provider's liability for:

19.4.1 death or personal injury caused by its negligence;

19.4.2 fraud or fraudulent misrepresentation;

19.4.3 breach of any obligation implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or

19.4.4 any liability to the extent it cannot be limited or excluded by law.

19.5 The limitation of liability set out in Clause 19.3 does not apply to the Service Provider's liability in relation to any breach by the Service Provider of:

19.5.1 Clause 22 (Intellectual Property Rights);

19.5.2 Clause 23 (Privacy, Data Protection and Cyber Security); or

19.5.3 Clause 24 (Confidentiality and Announcements).

Any liability in relation to any breach of the Clauses referred to in this Clause 19.5 shall not exceed **REDACTED** for each and every claim.

20. Insurance

20.1 The Service Provider will at its sole cost maintain the following insurance cover to cover the Services (the "**Insurances**"):

20.1.1 motor insurance cover in such amount as required by law;

20.1.2 in the sum of not less than **REDACTED** per claim (in terms approved by the Authority)

20.1.2.1 public liability to cover injury and loss to third parties;

20.1.2.2 employer's liability;

20.1.2.3 insurance to cover the loss or damage to any item related to the Services;

20.1.2.4 product liability; and

20.1.3 in the sum of not less than **REDACTED** per claim (in terms approved by the Authority), professional indemnity insurance or, where professional indemnity insurance is not available, a "financial loss" extension to the public liability insurance

referred to in Clause 20.1.2.1 or, if applicable, the product liability insurance referred to in Clause 20.1.2.3. Any professional indemnity insurance or “financial loss” extension shall be renewed for a period of 6 years (or such other period as the Authority may stipulate) following the expiry or termination of the Contract,

and the Service Provider will ensure that the Authority’s interest is noted on each and every policy or that any public liability, product liability or employer’s liability insurance includes an Indemnity to Principal clause.

- 20.2 The insurance cover will be maintained with a reputable insurer.
- 20.3 The Service Provider will produce evidence to the Authority on reasonable request of the insurance policies set out in Clause 20.1 and payment of all premiums due on each policy.
- 20.4 The Service Provider warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 20.1 being or becoming void, voidable or unenforceable.
- 20.5 In the event that any of the Insurances are cancelled or not renewed, the Service Provider shall immediately notify the Authority and shall at its own cost arrange alternative Insurances with an insurer or insurers acceptable to the Authority.

21. **The Authority’s Data**

- 21.1 The Service Provider acknowledges the Authority's ownership of Intellectual Property Rights which may subsist in the Authority’s data. The Service Provider shall not delete or remove any copyright notices contained within or relating to the Authority’s data.
- 21.2 The Service Provider and the Authority shall each take reasonable precautions (having regard to the nature of their other respective obligations under the Contract) to preserve the integrity of the Authority’s data and to prevent any corruption or loss of the Authority’s data.

22. **Intellectual Property Rights**

- 22.1 The Service Provider hereby assigns with full title guarantee to the Authority all Intellectual Property Rights in all documents, drawings, computer software and any other work prepared or developed by or on behalf of the Service Provider in the provision of the Services (the “**Products**”) provided that such assignment shall not include items not prepared or developed for the purposes of this Contract. Products shall not include (a) “Background Materials” (meaning any materials which are not specifically created for use by the Authority including without

limitation software, methodologies and know-how); and (b) materials which are licensed from third parties ("Third Party Materials").

- 22.2 The Service Provider shall provide the Authority with copies of all materials relied upon or referred to in the creation of the Products together with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use the Background Materials and all materials incorporated in the creation of the Products and required in connection with the use of the Products. Where Third Party Materials are used in the Products the Service Provider shall at the Authority's cost procure a licence to use such Third Party Materials for the benefit of the Authority upon the Authority's written approval of the terms and cost of such licence and the Authority shall comply with the terms of any such third party licence.
- 22.3 The Service Provider shall have no right (save where expressly permitted under the Contract or with the Authority's prior written consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of the Authority.
- 22.4 The Service Provider shall ensure that all royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used in connection with the Contract have been paid and are included within the Charges.

Ownership and Custody of Property

- 22.5 The Service Provider will keep in its care all Property. The Service Provider will mark or otherwise identify the Property as being the property of Authority and will be responsible for its safekeeping. The Service Provider will not, however, be obliged to recover typesetting, colour separations, printing plates, files and the like from suppliers once the Service Provider has parted with them.
- 22.6 The Service Provider shall not be entitled to destroy the Property without the Authority's prior written consent, except that if after 12 months from the Property coming into its possession the Service Provider gives written notice to the Authority that it no longer requires the Property and the Authority does not respond within 30 days from the date of the notice, the Service Provider shall be entitled to return the Property to the Authority, delivery to be to the Authority's offices at the address shown at the beginning of this Agreement.

23. Privacy, Data Protection and Cyber Security

- 23.1 The Service Provider shall comply with all of its obligations under Data Protection Legislation and, if Processing Personal Data on behalf of the Authority, shall only carry out such Processing for the purposes of providing the Services in accordance with Schedule 2 of this Contract.

- 23.2 The Service Provider must follow the 10 Steps to Cyber Security issued by the National Cyber Security Centre.
- 23.3 In relation to the Personal Data Processed under this Contract, the Authority shall comply with all of its obligations under Data Protection legislation and shall not by its action or omission cause the Service Provider to breach Data Protection legislation.
- 24. Confidentiality and Announcements**
- 24.1 Subject to Clause 25, the Service Provider will keep confidential:
- 24.1.1 the terms of this Contract; and
- 24.1.2 any and all Confidential Information that it may acquire in relation to the Authority.
- 24.2 The Service Provider will not use the Authority's Confidential Information for any purpose other than to perform its obligations under this Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 24.1.
- 24.3 The obligations on the Service Provider set out in Clause 24.1 will not apply to any Confidential Information:
- 24.3.1 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 24);
- 24.3.2 which a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or
- 24.3.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.
- 24.4 The Service Provider shall keep secure all materials containing any information in relation to the Contract and its performance.
- 24.5 The Service Provider shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the Contract unless specifically granted permission to do so in writing by the Authority. The Authority shall have the right to approve any announcement before it is made.
- 24.6 The provisions of this Clause 24 will survive any termination of this Contract for a period of 6 years from termination.

25. **Freedom of Information and Transparency**

25.1 For the purposes of this Clause 25:

25.1.1 **“FOI Legislation”** means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them and any guidance or statutory codes of practice issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

25.1.2 **“Information”** means information recorded in any form held by the Authority or by the Service Provider on behalf of the Authority; and

25.1.3 **“Information Access Request”** means a request for any Information under the FOI Legislation.

25.2 The Service Provider acknowledges that the Authority:

25.2.1 is subject to the FOI Legislation and agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and

25.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.

25.3 Without prejudice to the generality of Clause 25.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:

25.3.1 transfer to the Contract Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Access Request relevant to the Contract, the Services or any member of the Authority Group that it or they (as the case may be) receive as soon as practicable and in any event within one (1) Business Days of receiving such Information Access Request; and

25.3.2 in relation to Information held by the Service Provider on behalf of the Authority, provide the Authority with details about and copies of all such Information that the Authority requests and such details and copies shall be provided within three (3) one Business Days of a request from the Authority (or such other period as the Authority may reasonably specify, which may be a shorter period), and in such forms as the Authority may reasonably specify.

25.4 The Authority shall be responsible for determining whether Information is exempt from disclosure under the FOI Legislation and for determining

what Information will be disclosed in response to an Information Access Request in accordance with the FOI Legislation.

- 25.5 The Service Provider shall not itself respond to any person making an Information Access Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.
- 25.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 24.1 and Clause 25, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.
- 25.7 The Authority may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation.
- 25.8 The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant to Clause 25.6. The Authority shall make the final decision regarding both publication and redaction of the Contract Information.

26. **Dispute Resolution**

- 26.1 The Authority and the Service Provider shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to the Contract ("**Dispute**") before resorting to litigation.
- 26.2 If the Dispute is not settled through discussion between the Contract Manager and a representative of the Service Provider within a period of seven (7) Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) ("**Senior Personnel**") of each of the Parties for resolution.
- 26.3 If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, the Parties shall attempt in good faith to resolve the Dispute through entry into a structured mediation or negotiation with the assistance of a mediator. Either Party may give notice to the other Party ("**Notice**") to commence such process and the Notice shall identify one or more proposed mediators.
- 26.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution ("**CEDR**") in London to appoint a mediator. The costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.

- 26.5 Where a dispute is referred to mediation under Clause 26.3, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.
- 26.6 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties' authorised representatives, shall be final and binding on the Parties.
- 26.7 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 41.
- 26.8 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 26.
- 26.9 Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 26 and Clause 26 shall not apply in respect of any circumstances where such remedies are sought.

27. Breach and Termination of Contract

- 27.1 Without prejudice to the Authority's right to terminate at common law, the Authority may terminate the Contract immediately upon giving notice to the Service Provider if:
- 27.1.1 In addition and without prejudice to Clauses 27.1.2 to 27.1.6 (inclusive), the Service Provider has committed any material or persistent breach of the Contract and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as specified in writing by the Authority) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied;
 - 27.1.2 the Service Provider is subject to an Insolvency Event;
 - 27.1.3 in the event that there is a change of ownership referred to in Clause 9.3 or the Service Provider is in breach of Clause 9.3;
 - 27.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 10;
 - 27.1.5 the Service Provider or any of its officers, employees or agents commits any act of bribery described in the Bribery Act 2010;
or

- 27.1.6 the Service Provider commits any of the money laundering related offences listed in the Public Contracts Regulations 2015; or
- 27.1.7 the Service Provider fails to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law.
- 27.2 Without prejudice to any of the Authority's other rights, powers or remedies (whether under the Contract or otherwise) if the Service Provider is in breach of any of its warranties, or obligations either under Clause 6 or any other provision of this Contract, the Service Provider shall, if required to do so by the Authority, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and obligations. Nothing in this Clause 27.2 shall prevent the Authority from procuring the provision of any Services or any remedial action in respect of any Services from an alternative contractor and, where the Authority so procures any Services or any remedial action, the Authority shall be entitled to recover from the Service Provider all additional cost, loss and expense incurred by the Authority and attributable to the Authority procuring such Services or remedial action from such alternative contractor.
- 27.3 Neither Party shall be deemed to be in breach of the Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than 8 weeks from the date on which that Force Majeure Event first arose and is having a material adverse effect on either Party's performance of its obligations under the Contract ("**the Affected Party**"), then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("**Innocent Party**") may terminate the Contract immediately upon giving notice to the Affected Party. If the Contract is terminated in accordance with this Clause 27.3 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Innocent Party by reason of such termination.
- 27.4 Without prejudice to the Authority's right to terminate the Contract under Clause 27.1 or to terminate at common law, the Authority may terminate the Contract at any time without cause subject to giving the Service Provider written notice of the period specified in Schedule 1, provided that this Clause 27.4 may be disapplied by notice to that effect in Schedule 1.
- 27.5 Without prejudice to the Authority's right to terminate the Contract under Clauses 27.1, 27.4 or at common law, the Authority may terminate the Contract at any time following a Declaration of Ineffectiveness in accordance with the provisions of Clause 29.

- 27.6 To the extent that the Authority has a right to terminate the Contract under this Clause 27 then, as an alternative to termination, the Authority may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from the date specified in the Authority's notice ("**Change Date**") whereupon the provision of the remainder of the Services will cease and the definition of "the Services" shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Authority's opinion a proportionate adjustment would not be reasonable in such manner as the Authority may determine.
- 27.7 The Service Provider may terminate any current Contract immediately upon giving notice to the Authority if:
- 27.7.1 the Authority which is a party to such Contract has committed any material breach of this Agreement or such Contract and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as may be reasonably agreed between the Parties in writing) from the date of written notice to the Authority giving details of the breach and requiring it to be remedied; or
 - 27.7.2 the Authority is subject to an Insolvency Event.

28. Consequences of Termination or Expiry

- 28.1 Notwithstanding the provisions of Clause 24, wherever the Authority chooses to put out to tender for a replacement service provider some or all of the Services, the Service Provider shall disclose to tenderers such information concerning the Services as the Authority may require for the purposes of such tender and shall also comply with all requirements as are set out at Schedule 8. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.
- 28.2 The termination or expiry of the Contract shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.
- 28.3 Upon expiry or termination of the Contract (howsoever caused):
- 28.3.1 the Service Provider shall, at no further cost to the Authority:
 - 28.3.1.1 take all such steps as shall be necessary to agree with the Authority a plan for the orderly handover of Services to the Authority (or its nominee), such that the Services can be carried on with the minimum of interruption and inconvenience to the Authority and

to effect such handover in accordance with Schedule 8; and

28.3.1.2 on receipt of the Authority's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks.

28.3.2 the Authority shall (subject to Clauses 18, 28.1 and 28.4 and the provisions of any security for due performance supplied by the Service Provider) pay the Service Provider any Charges remaining due in relation to any Services properly performed in accordance with the Contract up to the date of termination or expiry calculated so far as is possible in accordance with Schedule 4 or otherwise reasonably determined by the Authority.

28.4 On termination of all or any part of the Contract, the Authority may enter into any agreement with any third party or parties as the Authority thinks fit to provide any or all of the Services and (save where terminated under Clause 27.4) the Service Provider shall be liable for all additional expenditure reasonably incurred by the Authority in having such services carried out and all other costs and damages reasonably incurred by the Authority in consequence of such termination. The Authority may deduct such costs from the Charges or otherwise recover such costs from the Service Provider as a debt.

29. Declaration of Ineffectiveness and Public Procurement Termination Event

29.1 In the event that a court makes a Declaration of Ineffectiveness, the Authority shall promptly notify the Service Provider. The Parties agree that the provisions of Clause 28 and Clauses 29.1, 29.2, 29.4 to 29.6 (inclusive) and 29.12 shall apply as from the time when the Declaration of Ineffectiveness is made.

29.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness in respect of the period prior to the Declaration of Ineffectiveness, save as otherwise expressly provided to the contrary in Clauses 29.1 to 29.6 inclusive.

29.3 During any court proceedings seeking a Declaration of Ineffectiveness, the Authority may require the Service Provider to prepare a Cessation Plan in accordance with this Clause 29.3 by issuing a notice in writing. As from the date of receipt by the Service Provider of such notification from the Authority, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:

29.3.1 an orderly and efficient cessation of the Services or (at the Authority's request) a transition of the Services to the Authority or such other entity as the Authority may specify; and

29.3.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities,

in accordance with the provisions of Clauses 29.2 to 29.6 (inclusive) and which the Parties agree would have effect in the event that a Declaration of Ineffectiveness is made.

29.4 Where there is any conflict or discrepancy between the provisions of Clause 28 and Clauses 29.2 to 29.6 (inclusive) and 29.12 or the Cessation Plan, the provisions of these Clauses 29.2 to 29.6 (inclusive) and 29.12 and the Cessation Plan shall prevail.

29.5 The Parties will comply with their respective obligations under the Cessation Plan (as agreed by the Parties or, where agreement cannot be reached, as reasonably determined by the Authority) in the event that a Declaration of Ineffectiveness is made.

29.6 The Authority shall pay the Services Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Authority. Provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract pursuant to any Declaration of Ineffectiveness.

29.7 Without prejudice to the Authority's rights of termination implied into the Contract by Regulation 73(3) of the Public Contracts Regulations 2015 or Regulation 89(3) of the Utilities Contracts Regulations 2016, in the event that the Authority exercises its right to terminate pursuant to this Clause 29.7 (a "**Public Procurement Termination Event**"), the Authority shall promptly notify the Service Provider and the Parties agree that:

29.7.1 the provisions of Clause 28 and these Clauses 29.7 to 29.12 (inclusive) shall apply as from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event; and

29.7.2 if there is any conflict or discrepancy between the provisions of Clause 28 and these Clauses 29.7 to 29.12 or the Cessation Plan, the provisions of these Clauses 29.7 to 29.12 and the Cessation Plan shall prevail.

- 29.8 Termination on the Public Procurement Termination Grounds shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such termination on Public Procurement Termination Grounds, in respect of the period prior to such termination, save as otherwise expressly provided in Clauses 29.7 to 29.11 inclusive.
- 29.9 As from the date of receipt by the Service Provider of the notification of the termination on Public Procurement Termination Grounds, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:
- 29.9.1 an orderly and efficient cessation or (at the Authority's election) a transition to the Authority or such other entity as the Authority may specify of: (i) the Services; or (at Authority's election), (ii) the part of the Services which are affected by the Public Procurement Termination Grounds; and
 - 29.9.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities,
- in accordance with the provisions of these Clauses 29.7 to 29.11 (inclusive) and to take account of the circumstances of the Public Procurement Termination Grounds.
- 29.10 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.
- 29.11 The Authority shall pay the Service Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Authority, provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract as a result of Public Procurement Termination Grounds.
- 29.12 For the avoidance of doubt, the provisions of this Clause 29 (and applicable definitions) shall survive any termination of the Contract following a Declaration of Ineffectiveness or termination on Public Procurement Termination Grounds.

30. **Survival**

Any provision of the Contract which by its nature or implication is required to survive the termination or expiry of the Contract shall do so.

31. Rights of Third Parties

- 31.1 Save that any member of the Authority Group has the right to enforce the terms of the Contract in accordance with the Contracts (Rights of Third Parties) Act 1999 ("**Third Party Act**"), the Parties do not intend that any of the terms of the Contract will be enforceable by virtue of the Third Party Act by any person not a party to it.
- 31.2 Notwithstanding Clause 31.1, the Parties are entitled to vary or rescind the Contract without the consent of any other person including any member of the Authority Group.

32. Contract Variation

Save where the Authority may require an amendment to the Services and/or this Contract is amended pursuant to the Service Provider's exercise of any Supply Chain Finance Option, the Contract may only be varied or amended with the written agreement of both Parties. Save for any variations or amendments to reflect the Service Provider's exercise of any Supply Chain Finance Option (the mechanism for which is set out at Part B of Schedule 6) the details of any variations or amendments shall be set out in such form as the Authority may dictate and which may be substantially in the form set out in Part A of Schedule 6 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

33. Novation

- 33.1 The Authority may novate or otherwise transfer the Contract (in whole or in part).
- 33.2 Within 10 Business Days of a written request from the Authority, the Service Provider shall at its expense execute such agreement as the Authority may reasonably require to give effect to any such transfer all or part of its rights and obligations under the Contract to one or more persons nominated by the Authority.
- 33.3 Subject to Clause 9, the Contract is personal to the Service Provider who shall not assign the benefit or delegate the burden of the Contract or otherwise transfer any right or obligation under the Contract without the prior written consent of the Authority.

34. Non-Waiver of Rights

No waiver of any of the provisions of the Contract is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 36. The single or partial exercise of any right, power or remedy under the Contract shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

35. Illegality and Severability

If any provision of the Contract (in whole or in part) is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from the Contract and the remaining provisions shall continue in full force and effect as if the Contract had been executed without the invalid, illegal, or unenforceable provision. In the event that in the Authority's reasonable opinion such a provision is so fundamental as to prevent the accomplishment of the purpose of the Contract, the Authority and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

36. Notices

Any notice, demand or communication in connection with this Contract will be in writing and may be delivered by hand, prepaid recorded delivery first class post or facsimile addressed to the recipient at its registered office, the address stated in Schedule 1 or any other address (including a facsimile number) notified to the other Party in writing in accordance with this Clause as an address to which notices, invoices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served:

if delivered by hand, at the time of delivery;

if delivered by post, two (2) Business Days after being posted or in the case of Airmail 14 Business Days after being posted; or

if delivered by facsimile, at the time of transmission, provided that a confirming copy is sent by first class post to the other Party within 24 hours after transmission.

37. Entire Agreement

37.1 Subject to Clause 37.2:

37.1.1 the Contract and all documents referred to in the Contract, contains all of the terms which the Parties have agreed relating to the subject matter of the Contract and such documents and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Services. Neither Party has been induced to enter into the Contract by a statement which the Contract does not contain; and

37.1.2 without prejudice to the Service Provider's obligations under the Contract, the Service Provider is responsible for and shall make no claim against the Authority in respect of any misunderstanding affecting the basis of the Service Provider's

tender in respect of the Contract or any incorrect or incomplete information howsoever obtained.

- 37.2 Nothing in this Clause 37 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

38. **Counterparts**

This Contract may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

39. **Relationship of the Parties**

Nothing in the Contract constitutes, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided in the Contract, neither Party shall be deemed to be the agent of the other, nor shall either Party hold itself out as the agent of the other.

40. **Further Assurance**

Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of the Contract.

41. **Governing Law**

The Contract shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 26, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract provided that the Authority has the right in its absolute discretion to enforce a judgment and take proceedings in any other jurisdiction in which the Service Provider is incorporated or in which any assets of the Service Provider may be situated. The Parties agree irrevocably to submit to that jurisdiction.

THE CONTRACT has been signed for and on behalf of the Parties the day and year written above.

Signed for and)
on behalf of) **REDACTED**
the Authority)

Signature

Print name and position

Signed for and)
on behalf of) **REDACTED**
the **Service Provider**)

Signature

Print name and position

SCHEDULE 1 - KEY CONTRACT INFORMATION

1. **Contract Reference Number:** TfL 94523
2. **Name of Service Provider:** VCCP Group LLP
3. **Commencement:**
 - (a) **Contract Commencement Date:** 1 May 2021
 - (b) **Service Commencement Date:** 1 May 2021
4. **Duration/Expiry Date:**
 - (a) **Earliest Expiry Date:** 30 April 2023
 - (b) **Latest Expiry Date:** 30 April 2025 (subject to extension see Special Condition A2 of Schedule 2)
5. **Payment (see Clause 5):**

Clause 5.1

Payment must be made within 30 (thirty) days of receipt of invoices.

Clause 5.3

Electronic Procure-to-Pay (eP2P) shall be used.
6. **Address where invoices shall be sent:** Transport for London
Accounts Payable,
PO Box 45276,
14 Pier Walk,
London,
SE10 1AJ

Invoice: accountspayable@tfl.gov.uk
Electronic format required (if any) for submission of orders by the Authority and of invoices by the Service Provider:
7. **Time for payment where not 30 days (see Clause 5.1):**
Not applicable

8. Details of the Authority's Contract Manager

Name: REDACTED
Address: REDACTED
Tel: REDACTED
Email: REDACTED

9. Details of the Authority's Procurement Manager

Name: REDACTED
Address: REDACTED
Tel: REDACTED
Email: REDACTED

10. Service Provider's Key Personnel:

Name & Position	Contact Details	Area of Responsibility	Rate	Notice period (if moving off project)
REDACTED	REDACTED	Business Director	REDACTED	REDACTED
REDACTED	REDACTED	Behaviour Change Specialist	REDACTED	REDACTED
REDACTED	REDACTED	Client Lead	REDACTED	REDACTED
REDACTED	REDACTED	Creative Director	REDACTED	REDACTED

11. Notice period in accordance with Clause 27.4 (termination without cause):

REDACTED

12. Address for service of notices and other documents in accordance with Clause 36:

For the Authority: 5 Endeavour Square, London E20

For the attention of: REDACTED

For the Service Provider: 5th Floor, Greencoat House, Francis Street,
London, SW1P 9DH

For the attention of: REDACTED

- 13. Office facilities to be provided to the Service Provider in accordance with Clause 11.3: N/A**
- 14. Training to be provided by the Service Provider in accordance with Clause 8.8: N/A**

SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT

Privacy and Data Protection

For the purposes of this Clause A1, unless the context indicates otherwise, the following expressions shall have the following meanings:

“Authority Personal Data”	Personal Data and/or Sensitive Personal Data Processed by the Service Provider or any sub-contractor on behalf of the Authority, pursuant to or in connection with this Contract;
“Data Controller”	has the meaning given to it in Data Protection Legislation;
“Data Processor”	has the meaning given to it in Data Protection Legislation;
“Data Protection Impact Assessment”	an assessment by the Data Controller of the impact of the envisaged Processing on the protection of Personal Data;
“Data Protection Legislation”	means: (a) the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data; (b) Directive (EU) 2016/680 (the Law Enforcement Directive); (c) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018 and the UK General Data Protection Regulation (“UK GDPR”); (d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and (e) the Privacy and Electronic Communications (EC Directive) Regulations 2003;
“Data Subject”	has the meaning given to it in Data Protection Legislation;
“Personal Data”	has the meaning given to it in Data Protection Legislation;

“Processing”	has the meaning given to it in Data Protection Legislation and “Process” and “Processed” will be construed accordingly;
“Restricted Countries”	any country outside the European Economic Area other than the UK following withdrawal from the European Union;
“Sensitive Personal Data”	sensitive or special categories of Personal Data (as defined in Data Protection Legislation) which is Processed pursuant to or in connection with this Contract; and
“Subject Request”	a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation including the right (i) to be informed, (ii) of access, (iii) to rectification, (iv) to erasure, (v) to restrict processing, (vi) to data portability, (vii) to object and (viii) to automated decision making including profiling.

A1.1 With respect to the Parties' rights and obligations under the Contract, the Parties acknowledge that the Authority is a Data Controller solely responsible for determining the purposes and manner in which Authority Personal Data is to be Processed, and that the Service Provider is a Data Processor.

A1.2 Details of the Authority Personal Data to be Processed by the Service Provider and the purposes of such Processing are as follows:

A1.2.1 The Authority Personal Data to be Processed by the Service Provider (if any) concerns the following categories of Data Subject:

Authority Staff (including permanent employees and temporary contractors) and Authority customers

A1.2.2 The Authority Personal Data to be Processed may include the following types of Personal Data and/or Sensitive Personal Data:

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A1.2.3 The Authority Personal Data may be Processed for the following purpose(s):

Creating marketing campaigns for the Authority

Communicating TfL marketing campaigns with TfL customers

Collecting, analysing and evaluating opinions/attitudes/interests from individuals on Authority marketing campaigns

Or any such other purposes as may be notified by the Authority to the Service Provider and agreed between the parties during the Term

A1.2.4 The Authority Personal Data is to be Processed in the following Restricted Countries:

United States of America

A1.2.5 The subject matter of the Authority Personal Data to be processed is:

The Processing is necessary to ensure that the Service Provider can effectively deliver marketing campaigns

A1.2.6 The duration of the Processing shall be:

The processing will commence from 1st May 2021 to 30th April 2023 (subject to contract extension).

A1.2.7 The nature of the Processing is:

The nature of the Processing may include collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.

A1.3 Without prejudice to the generality of Clause 23, the Service Provider shall:

A1.3.1 process the Authority Personal Data only in accordance with the lawful written instructions from the Authority to perform its obligations under the Contract;

A1.3.2 use its reasonable endeavours to assist the Authority in complying with any obligations under Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Authority to breach any of its obligations under Data Protection Legislation to the extent the Service Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;

A1.3.3 notify the Authority without undue delay if it determines or is notified that an instruction to Process Personal Data issued to it by the Authority is incompatible with any obligations under Data Protection Legislation to the extent the Service Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;

A1.3.4 maintain, and make available to the Authority on its request, documentation which describes the Processing operations for which it is responsible under this Contract including:

- A1.3.4.1 the purposes for which Authority Personal Data is Processed;
 - A1.3.4.2 the types of Personal Data and categories of Data Subject involved;
 - A1.3.4.3 the source(s) of the Personal Data;
 - A1.3.4.4 any recipients of the Personal Data;
 - A1.3.4.5 the location(s) of any overseas Processing of Authority Personal Data;
 - A1.3.4.6 retention periods for different types of Authority Personal Data; and
 - A1.3.4.7 where possible a general description of the security measures in place to protect Authority Personal Data;
- A1.3.5 where requested to do so by the Authority, assist the Authority in carrying out a Data Protection Impact Assessment in accordance with guidance issued from time to time by the Information Commissioner (and any relevant requirements detailed in Data Protection Legislation);
- A1.3.6 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Contract, take appropriate technical and organisational security measures which are appropriate to protect against unauthorised or unlawful Processing of Authority Personal Data and against accidental loss, destruction of, or damage to such Authority Personal Data which the Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the measures);
- A1.3.7 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Contract, provide the Authority with such information as the Authority may from time to time require to satisfy itself of compliance by the Service Provider (and/or any authorised sub-contractor) with Clauses A1.3.6 and A1.3.8, including, protocols, procedures, guidance, training and manuals. For the avoidance of doubt, this shall include a full report recording the results of any privacy or security audit carried out at the request of the Service Provider itself or the Authority;
- A1.3.8 notify the Authority without undue delay and in any event within 24 hours by written notice with all relevant details reasonably available of any actual or suspected breach of this Clause A1, including the unauthorised or unlawful Processing of Authority Personal Data, or its accidental loss, destruction or damage;

- A1.3.9 having notified the Authority of a breach in accordance with Clause A1.3.8, keep the Authority properly and regularly informed in writing until the breach has been resolved to the satisfaction of the Authority;
- A1.3.10 fully cooperate as the Authority requires with any investigation or audit in relation to Authority Personal Data and/or its Processing including allowing access to premises, computers and other information systems, records, documents and agreements as may be reasonably necessary (whether in relation to Processing pursuant to the Contract, in relation to compliance with Data Protection Legislation or in relation to any actual or suspected breach), whether by the Authority (or any agent acting on its behalf), any relevant regulatory body, including the Information Commissioner, the police and any other statutory law enforcement agency, and shall do so both during the Contract and after its termination or expiry (for so long as the Party concerned retains and/or Processes Authority Personal Data);
- A1.3.11 notify the Authority within two (2) Business Days if it, or any sub-contractor, receives:
 - A1.3.11.1 from a Data Subject (or third party on their behalf):
 - A1.3.11.1.1 a Subject Request (or purported Subject Request); or
 - A1.3.11.1.2 any other request, complaint or communication relating to the Authority's obligations under Data Protection Legislation;
 - A1.3.11.2 any communication from the Information Commissioner or any other regulatory authority in connection with Authority Personal Data; or
 - A1.3.11.3 a request from any third party for disclosure of Authority Personal Data where compliance with such request is required or purported to be required by law;
- A1.3.12 provide the Authority with full cooperation and assistance (within the timescales reasonably required by the Authority) in relation to any complaint, communication or request made as referred to in Clause A1.3.11, including by promptly providing:
 - A1.3.12.1 the Authority with full details and copies of the complaint, communication or request; and
 - A1.3.12.2 where applicable, such assistance as is reasonably requested by the Authority to enable it to comply with the Subject Request within the

relevant timescales set out in Data Protection Legislation;

- A1.3.13 when notified in writing by the Authority, supply a copy of, or information about, any Authority Personal Data. The Service Provider shall supply such information or data to the Authority within such time and in such form as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within three (3) Business Days from the date of the request;
 - A1.3.14 when notified in writing by the Authority, comply with any agreement between the Authority and any Data Subject in relation to any Processing which causes or is likely to cause substantial and unwarranted damage or distress to such Data Subject, or any court order requiring the rectification, blocking, erasure or destruction of any Authority Personal Data; and
 - A1.3.15 if required to do so by Data Protection Legislation, appoint a designated Data Protection Officer.
- A1.4 The Service Provider shall not share Authority Personal Data with any sub-contractor without prior written consent from the Authority such consent not to be unreasonably withheld or delayed. The Service Provider shall provide the Authority with such information regarding the proposed sub-contractor as the Authority may reasonably require. The Service Provider shall only share Authority Personal Data with a sub-contractor where there is a written contract in place between the Service Provider and the sub-contractor which requires the sub-contractor to:
- A1.4.1 only Process Authority Personal Data in accordance with the Authority's written instructions to the Service Provider; and
 - A1.4.2 comply with the same obligations which the Service Provider is required to comply with under this Clause A1 (and in particular Clauses 12.1, 17.1, 17.2, 19.1, 21.2, 23 and 24).
- A1.5 The Service Provider shall, and shall procure that any sub-contractor shall:
- A1.5.1 only Process Authority Personal Data in accordance with the Authority's written instructions to the Service Provider and as reasonably necessary to perform the Contract in accordance with its terms;
 - A1.5.2 not Process Authority Personal Data for any other purposes (in whole or part) and specifically, but without limitation, reproduce or refer to it in training materials, training courses, commercial discussions and negotiations with third parties or in relation to proposals or tenders with the Authority;
 - A1.5.3 not Process Authority Personal Data in such a way as to:
 - A1.5.3.1 place the Authority in breach of Data Protection Legislation;

- A1.5.3.2 expose the Authority to the risk of actual or potential liability to the Information Commissioner or Data Subjects;
 - A1.5.3.3 expose the Authority to reputational damage including adverse publicity;
 - A1.5.4 not allow Service Provider's Personnel to access Authority Personal Data unless such access is necessary in connection with the provision of the Services;
 - A1.5.5 take all reasonable steps to ensure the reliability and integrity of all Service Provider's Personnel who can access Authority Personal Data;
 - A1.5.6 ensure that all Service Provider's Personnel who can access Authority Personal Data:
 - A1.5.6.1 are informed of its confidential nature;
 - A1.5.6.2 are made subject to an explicit duty of confidence;
 - A1.5.6.3 understand and comply with any relevant obligations created by either this Contract or Data Protection Legislation; and
 - A1.5.6.4 receive adequate training in relation to the use, care, protection and handling of Personal Data on an annual basis.
 - A1.5.7 not disclose or transfer Authority Personal Data to any third party without the Service Provider having obtained the prior written consent of the Authority (save where such disclosure or transfer is specifically authorised under this Contract);
 - A1.5.8 without prejudice to Clause A1.3.6, wherever the Service Provider uses any mobile or portable device for the transmission or storage of Authority Personal Data, ensure that each such device encrypts Authority Personal Data; and
 - A1.5.9 comply during the course of the Contract with any written retention and/or deletion policy or schedule provided by the Authority to the Service Provider from time to time.
- A1.6 The Service Provider shall not, and shall procure that any sub-contractor shall not, Process or otherwise transfer any Authority Personal Data in or to any Restricted Countries without prior written consent from the Authority (which consent may be subject to additional conditions imposed by the Authority). Notwithstanding the foregoing, the Authority acknowledges that the Service Provider uses "G-Suite" incorporating Google Mail and Google Drive for its email and file storage. As such, email data, folders and documents may be stored on servers outside the EEA. The Service

Provider has put in place the Model Clauses defined below and the Authority acknowledges it will acquire all necessary consents for this transfer of Personal Data outside the EEA to be carried out by the Service Provider on its behalf. For the purposes of this clause, Model Clauses shall mean the standard contractual clauses set out in Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC.

A1.7 If, after the Service Commencement Date, the Service Provider or any sub-contractor wishes to Process and/or transfer any Authority Personal Data in or to any Restricted Countries, the following provisions shall apply:

A1.7.1 the Service Provider shall submit a written request to the Authority setting out details of the following:

A1.7.1.1 the Authority Personal Data which will be transferred to and/or Processed in any Restricted Countries;

A1.7.1.2 the Restricted Countries which the Authority Personal Data will be transferred to and/or Processed in;

A1.7.1.3 any sub-contractors or other third parties who will be Processing and/or receiving Authority Personal Data in Restricted Countries;

A1.7.1.4 how the Service Provider shall ensure an adequate level of protection and adequate safeguards in respect of the Authority Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Authority's compliance with Data Protection Legislation;

A1.7.2 in preparing and evaluating such a request, the Parties shall refer to and comply with applicable policies, procedures, guidance and codes of practice produced by the Parties and/or the Information Commissioner in connection with the Processing of Personal Data in (and/or transfer of Personal Data to) any Restricted Countries;

A1.7.3 the Service Provider shall comply with any written instructions and shall carry out such actions as the Authority may notify in writing when providing its consent to such Processing or transfers, including:

A1.7.3.1 incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards

under the Data Protection Legislation) into this Contract or a separate data processing agreement between the Parties; and

A1.7.3.2 procuring that any sub-contractor or other third party who will be Processing and/or receiving or accessing the Authority Personal Data in any Restricted Countries enters into a data processing agreement with the Service Provider on terms which are equivalent to those agreed between the Authority and the Service Provider in connection with the Processing of Authority Personal Data in (and/or transfer of Authority Personal Data to) any Restricted Countries, and which may include the incorporation of the clauses referred to in A1.7.3.1.

A1.8 The Service Provider and any sub-contractor (if any), acknowledge:

A1.8.1 the importance to Data Subjects and the Authority of safeguarding Authority Personal Data and Processing it only in accordance with the Authority's written instructions and the Contract;

A1.8.2 the loss and damage the Authority is likely to suffer in the event of a breach of the Contract or negligence in relation to Authority Personal Data;

A1.8.3 any breach of any obligation in relation to Authority Personal Data and/or negligence in relation to performance or non performance of such obligation shall be deemed a material breach of Contract;

A1.8.4 notwithstanding Clause 27.1.1, if the Service Provider has committed a material breach under Clause A1.8.3 on two or more separate occasions, the Authority may at its option:

A1.8.4.1 exercise its step in rights pursuant to Clause A16;

A1.8.4.1 withdraw authorisation for Processing by a specific sub-contractor by immediate written notice; or

A1.8.4.2 terminate the Contract in whole or part with immediate written notice to the Service Provider.

A1.9 Unless otherwise agreed in writing by the parties, compliance by the Service Provider with this Clause A1 shall be without additional charge to the Authority.

A1.10 The Service Provider shall remain fully liable for all acts or omissions of any sub-contractor.

- A1.11 Following termination or expiry of this Contract, howsoever arising, the Service Provider:
- A1.11.1 may Process the Authority Personal Data only for so long and to the extent as is necessary to properly comply with its non-contractual obligations arising under law and will then comply with Clause A1.11.3;
 - A1.11.2 where Clause A1.11.1 does not apply, may Process the Authority Personal Data only for such duration as agreed in Clause A1.2.6 above and following this will then comply with Clauses A1.11.3 and A1.11.4;
 - A1.11.3 subject to Clause A1.11.1, shall on written instructions from the Authority either securely destroy or securely and promptly return to the Authority or a recipient nominated by the Authority (in such usable format as and to the extent the Authority may reasonably require) the Authority Personal Data; or
 - A.1.11.4 in the absence of instructions from the Authority after 12 months from the expiry or termination of the Contract securely destroy the Authority Personal Data.
- A1.12 Authority Personal Data may not be Processed following termination or expiry of the Contract save as permitted by Clause A1.11.
- A1.13 For the avoidance of doubt, and without prejudice to Clause A1.11, the obligations in this Clause A1 shall apply following termination or expiry of the Contract to the extent the Party concerned retains or Processes Authority Personal Data.
- A1.14 The indemnity in Clause 19 shall apply to any breach of Clause A1 and shall survive termination or expiry of the Contract.
- A1.15 The Parties' liability in respect of any breach of Clause 23.1 and this Clause A1 insofar as they relate to fines, court awards, settlements and legal costs shall not exceed **REDACTED** for each and every claim.

A2 Duration Extension

- A2.1 The Authority has an option, exercisable at its sole discretion, to extend the duration of the Contract for a further period or periods up to a total of two years by notice in writing to the Service Provider provided that such notice is served at least one month prior to the expiry of the initial duration of the Contract or the expiry of any previous extension, if later.

A29 Equality, Diversity and Inclusion

- A29.1 For the purposes of this Clause A29, unless the context indicates otherwise, the following expressions shall have the following meanings:

“EDI Action Plan”	means the strategic equality, diversity and inclusion action plan as negotiated and agreed by the Parties and attached to this Clause A29 at Appendix 2; and
“EDI Policy”	means a written policy setting out how a Service Provider will promote equality, diversity and inclusion;
“Equality Statement”	means a short written statement setting out how a Service Provider will embed equality, diversity and inclusion in its performance of the Contract; and
“Minimum Records”	means all information relating to the Service Provider's performance of and compliance with Clause A29 and the adoption and implementation of an EDI Action Plan, by each subcontractor and, where applicable, subject to the provisions of Clause A29.3, indirect subcontractor, of the Service Provider.

EDI Policy

- A29.2 From the Contract Commencement Date, the Service Provider shall provide the Authority with a copy of its EDI Policy. The Service Provider shall keep its EDI Policy under review for the duration of the Contract and shall provide the Authority with any such revised EDI Policy once available.

EDI Action Plan

- A29.3 Where a contract has a contract value of over £5 million and for the duration of the Contract, the Service Provider shall comply with the agreed EDI Action Plan and shall procure that each of its subcontractors:
- A29.3.1 adopts and implements; and
 - A29.3.2 in respect of indirect subcontractors, uses reasonable endeavours to procure that those indirect subcontractors adopt and implement, a strategic equality and diversity plan in respect of their respective employees engaged in the performance of the Contract which is at least as extensive in scope as that agreed with the Authority and set out in the EDI Action Plan.

Equality Statement

- A29.4 Where a Contract has a total value over £1 million, the Service Provider shall submit and keep under review an Equality Statement setting out how they will embed equality, diversity and inclusion in the performance of the Contract.

Monitoring and Reporting

For the purposes of this clause, “BAME”, “disabled”, “diversity” and “SMEs” have the meanings set out in Appendix 1 to this Clause A29.

A29.5 Subject to Clause A29.3, the Service Provider shall use reasonable endeavours to provide the Authority on the date of this Contract and subsequently every 12 months from that date or such other frequency as the Authority may reasonably request, with the following information:

A29.5.1 an annual report on performance and compliance with the equality, diversity and inclusion provisions as set out in Clause A29.3. The annual report should set out:

- (a) the performance of the Service Provider over the past 12 months in relation to the EDI Action Plan;
- (b) employee breakdown: the proportion of its employees engaged in the performance of the Contract to the extent reasonably possible, the employees of its subcontractors or indirect subcontractors engaged pursuant to the terms of the relevant subcontracts in the performance of the Contract who are:
 - of non-white British origin or who classify themselves as being non-white British;
 - female;
 - from the local community;
 - disabled;
- (c) expenditure breakdown: a statement broken down by activity and material type of how they have used and how much has been spent with:
 - Small and Medium Enterprises;
 - BAME businesses;
 - suppliers from other under-represented or protected groups;
 - suppliers demonstrating a diverse workforce composition.

A29.6 Progress and approval (where due) of actions will be monitored via four weekly (or as otherwise agreed) progress meetings with the Authority. The Service Provider shall provide a written update prior to the progress meetings and should request additional meetings (if necessary) with the Authority to discuss progress or seek sign-off for completed actions.

- A29.7 The Service Provider shall ensure at all times that it complies with the requirements of the Data Protection Act 2018 in the collection and reporting of the information to the Authority pursuant to Clause A29.5.

EDI Audit

- A29.8 The Authority or its nominee may from time to time undertake any audit or check of any and all information regarding the Service Provider's compliance with Clause A29. The Authority's rights pursuant to this clause shall audit of include any and all documents and records of the Service Provider and its subcontractors and, where applicable, subject to the provisions of Clause A29.3, indirect subcontractors, and shall include the Minimum Records.
- A29.9 The Service Provider shall maintain and retain the Minimum Records for a minimum of 6 years from the termination or expiry of the Contract. The Service Provider shall procure that each of its subcontractors and, where applicable subject to the provisions of Clause A29.3, indirect subcontractors, shall maintain and retain records equivalent to the Service Provider's Minimum Records for a minimum of 6 years from the termination or expiry of the Contract. The Service Provider shall procure that each subcontract between it and its subcontractors and, where applicable, subject to the provisions of Clause A29.3, each subcontract between its subcontractors and any indirect subcontractors of the Service Provider, shall contain rights of audit in favour of and enforceable by the Authority substantially equivalent to those granted by the Service Provider pursuant to Clause A29.
- A29.10 The Authority shall use reasonable endeavours to co-ordinate its audits and to manage the number, scope, timing and method of undertaking audits so as to ensure that the Service Provider and each subcontractor is not, without due cause, disrupted or delayed in the performance of its obligations under the Contract and each relevant subcontract.
- A29.11 The Service Provider shall promptly provide, and procure that its subcontractors and, where applicable subject to the provisions of Clause A29.3, indirect subcontractors, promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:
- A29.11.1 granting or procuring the grant of access to any premises used in the Service Provider's performance of the Contract or in its relevant subcontractor or indirect subcontractor's performance of its subcontract, whether the Service Provider's own premises or otherwise;
 - A29.11.2 granting or procuring the grant of access to any equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Service Provider's or the relevant subcontractor or indirect subcontractor's obligations specified in Clause A29.3, wherever situated and whether the Service Provider's own equipment or otherwise; and

- A29.11.3 complying with the Authority's reasonable requests for access to senior personnel engaged in the Service Provider's performance of the Contract or the relevant subcontractor or indirect subcontractor's performance of its subcontract.

Gender Neutral Language

- A29.12 For the duration of the Contract, the Service Provider shall endeavour to employ gender-neutral language in all communications relating to the Contract, including but not limited to communications with job applicants, employees, apprentices, contractors, customers and members of the public. Gender-neutral language includes avoidance of male or female pronouns and male or female forms of job titles where unnecessary.

Appendix 1 to Clause A29 - Equality, Diversity and Inclusion Definitions

Definitions and terminology	Meaning
Accessibility	This term refers to the design of products, devices, services, or environments that is inclusive of disabled people.
Black Asian and Minority Ethnic (BAME) Groups	Ethnic groups who have a common experience of discrimination based on their skin colour or ethnic origin. Individuals may self-identify in different ways but BAME is the collective term used by TfL to describe people who may have this range of experiences.
Disability	Physical or mental impairment that has a 'substantial' and 'long-term' negative effect on a person's ability to do normal daily activities.
Diversity	Recognising, respecting and valuing a wide set of differences and understanding that an individual's opportunities are impacted by characteristics beyond those protected by legislation, e.g. class, family background, political views, union membership etc.
Equality	<p>Recognising and respecting differences, including different needs, to ensure that everyone:</p> <ul style="list-style-type: none"> • can live their lives free from discrimination; • knows their rights will be protected; and • has what they need to succeed in life. <p>Equality is about ensuring equality of opportunity by tackling the barriers that some groups face and making London fairer by narrowing the social and economic divides that separate people. The characteristics protected by equality legislation are age, disability, gender, gender reassignment, ethnicity, pregnancy and maternity, religion and/or belief and sexual orientation.</p>
Equality Impact Assessments (EqIA)	As a public body, TfL is bound by the Public Sector Equality Duty (PSED) under the Equality Act 2010. An EqIA is a tool used to demonstrate that TfL has met its PSED duties. Like a risk assessment process, an EqIA is a process that helps TfL to make more inclusive decisions and to make sure that TfL's programmes, policies, projects and the way TfL designs, builds and operates services works well for TfL staff and customers.
Ethnicity	An individual's identification with a group sharing any or all of the following: country of origin, cultural origins or practice, language, nationality religion, skin colour.
Gender	The social differences between women and men that have been learned are changeable over time and have wide variations both within and between cultures. The term is often used to differentiate from 'sex', a term referring to biological differences. It is important to note that some people consider themselves to be 'gender fluid' (someone whose sense of their gender may vary) or 'gender non-binary' (someone who does not wish to be defined as male or female).
Gay	Refers to a man who has a romantic and/or sexual orientation

	towards men. Also a generic term for lesbian and gay sexuality - some women define themselves as gay rather than lesbian.
Inclusion	Removing barriers and taking steps to create equality, harness diversity and produce safe, welcoming communities and cultures that encourage innovative and fresh ways of thinking and allow people to speak up, especially to suggest where things could be done better.
Inclusive Design	Creating environments which everyone can use to access and benefit from the full range of opportunities available, confidently, independently, with choice and dignity, which avoids separation or segregation and is made up of places and spaces that acknowledge diversity and difference, meeting the needs of everyone in society.
Lesbian	Refers to a woman who has a romantic and/or sexual orientation towards women.
Neurodiverse	A concept where neurological differences are recognised and respected in the same way as any other human difference.
Non-Binary	An umbrella term for people whose gender identity is not comfortably expressed by 'man' or 'woman'. Non-binary identities are varied and can include people who identify with some aspects of binary identities, while others reject them entirely.
Pay gap	Difference between the average pay of two different groups of people, for example men and women, or groups from different ethnic backgrounds.
Sexual Orientation	A person's emotional, physical and/or sexual attraction, and the expression of that attraction.
Supplier Diversity	<p>Diverse suppliers are from one of the following five categories:</p> <p>1. Small and Medium Enterprises (SMEs).</p> <p>A small enterprise is a business which has both 0-49 full-time equivalent employees and either:</p> <ul style="list-style-type: none"> • turnover per annum of no more than £5.6 million net (or £6.72 million gross) in the last financial year; or • balance sheet total of no more than £2.8 million net (£3.36 million gross). <p>A medium enterprise is a business which has both 50-249 full-time equivalent employees and either;</p> <ul style="list-style-type: none"> • turnover per annum of no more than £22.8 million net (or £27.36 million gross) in the last financial year; or • balance sheet total of no more than £11.4 million net (or £13.68 million gross). <p>2. A minority-led business is a business which is 51% or more owned by members of one or more BAME groups. Minority ethnic groups are all people including those who have classified themselves as members of ethnic groups other than 'white British'. The minority ethnic classification groups used</p>

	<p>by TfL for monitoring purposes are those taken from the census:</p> <table border="1"> <thead> <tr> <th>Ethnic group</th><th>Racial Origin</th></tr> </thead> <tbody> <tr> <td>White British</td><td>Irish Any other White background</td></tr> <tr> <td>Mixed</td><td>White & Black Caribbean White & Black African White & Asian Any other Mixed background</td></tr> <tr> <td>Asian or Asian British</td><td>Indian Pakistani Bangladeshi Any other Asian background</td></tr> <tr> <td>Black or Black British</td><td>Caribbean African Any other Black background</td></tr> <tr> <td>Chinese or other Ethnic Group</td><td>Chinese Any other ethnic group</td></tr> </tbody> </table> <p>3. A supplier from an under-represented group which is 51% or more owned by members of one or more of the following groups (where not covered by previous definitions):</p> <ul style="list-style-type: none"> • women; • disabled people; • lesbians, gay men, bisexual people; • trans people; • older people (aged 60 or over); and • younger people (aged 24 or under). <p>4. A supplier from a protected group is one which is 51% or more owned by members of a group for which protection is provided by anti-discriminatory legislation and which is not already covered by the above (such as religious, faith or belief groups or alternatively, ownership by a social enterprise or a voluntary/community organisation).</p> <p>5. Suppliers demonstrating a diverse workforce composition are those with full time equivalent employees in the supplier's workforce who may be from one or more minority ethnic groups, and/or under-represented groups and/or protected groups as listed above.</p>	Ethnic group	Racial Origin	White British	Irish Any other White background	Mixed	White & Black Caribbean White & Black African White & Asian Any other Mixed background	Asian or Asian British	Indian Pakistani Bangladeshi Any other Asian background	Black or Black British	Caribbean African Any other Black background	Chinese or other Ethnic Group	Chinese Any other ethnic group
Ethnic group	Racial Origin												
White British	Irish Any other White background												
Mixed	White & Black Caribbean White & Black African White & Asian Any other Mixed background												
Asian or Asian British	Indian Pakistani Bangladeshi Any other Asian background												
Black or Black British	Caribbean African Any other Black background												
Chinese or other Ethnic Group	Chinese Any other ethnic group												
Trans or transgender	Current terminology for people who do not want to live as the sex they were assigned at birth.												
Young adults, children and young people	<p>Young adults are people aged 16 to 24, whether in education or employment.</p> <p>Children and young people can be further subdivided into:</p> <p>i) Young children – those that use the transport network escorted by parents or carers.</p>												

	ii) School children – those, usually aged between 11-16 at secondary school, that use the transport network independently or with members of their peer group.
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Appendix 2 to Clause A29 – EDI Action Plan

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A31 Strategic Labour Needs and Training Requirements

A31.1 Without prejudice to the other provisions in this Contract relating to the Service Provider's Personnel, this Clause A31 sets out the Service Provider's obligations in respect of:

A31.1.1 supporting the Authority Group (and third parties nominated by the Authority Group) in the implementation of the Skills and Employment Strategy; and

A31.1.2 ensuring that the Service Provider attracts, develops and retains the Service Provider's Personnel with the skills necessary to deliver the Services throughout the Term.

A31.2 In this Clause A31, the following terms shall have the corresponding meanings:

"Agreed SLNT Plan"	means the Service Provider's strategic labour needs and training plan set out at Appendix 3 (<i>Initial/Agreed SLNT Plan</i>) to this Clause A31, to be prepared in accordance with the SLNT Plan Template and approved by the Authority;
"Apprentice"	means a member of the Service Provider's Personnel who is registered as an apprentice or technician with an industry recognised body;
"Good Industry Practice"	means, in relation to any undertaking and any circumstances, the exercise of skill, diligence, prudence, foresight and judgement and the making of any expenditure that would reasonably be expected from a skilled person engaged in the same type of undertaking under the same or similar circumstances;
"Implementation Plan"	means the plan set out at Appendix 4 (<i>Implementation Plan</i>), submitted by the Service Provider in accordance with Clause A31.3.3;
"Initial SLNT Plan"	means the initial strategic labour needs and training plan set out at Appendix 3 (<i>Initial/Agreed SLNT Plan</i>), submitted by the Service Provider prior to the Contract Commencement Date and to be agreed between the Parties in accordance with Clauses A31.3 to A31.7;
"Quarterly SLNT Monitoring Report"	means the report to be prepared by the Service Provider in the form set out at Appendix 5 (<i>Quarterly SLNT Monitoring Report Template</i>) to this Clause A31 and submitted to the Authority in accordance with Clause A31.10;
"Skills and	means the Authority Group's ten (10) year skills

Employment Strategy”	and employment strategy, as amended from time to time. A copy of the current Skills and Employment Strategy is provided at Appendix 1 (<i>Skills and Employment Strategy</i>) to this Clause A31;
“SLNT Co-ordinator”	has the meaning set out in Clause A31.8;
“SLNT Infraction”	means any breach by the Service Provider of any of its obligations under this Clause A31;
“SLNT Output”	means the minimum number of Apprentice positions or equivalent to be delivered by the Service Provider (either directly through its own personnel and the personnel of its subcontractors) under this Contract, as identified and agreed in the Agreed SLNT Plan; and
“SLNT Plan Template”	means the template for the SLNT Plan set out at Appendix 2 (<i>SLNT Plan Template</i>) to this Clause A31, to be completed by the Service Provider.

Agreed SLNT Plan

A31.3 Based on the Initial SLNT Plan, the Service Provider shall:

- A31.3.1 further develop the Initial SLNT Plan to reflect the comments and requirements of the Authority;
- A31.3.2 submit a revised copy of the Initial SLNT Plan to the Authority for approval within twenty (20) Business Days of the Contract Commencement Date; and
- A31.3.3 provide an Implementation Plan as contained in Appendix 4 to this Clause A31 based on the revised copy of the Initial SLNT Plan within forty (40) Business Days of the Contract Commencement Date.

A31.4 If the Initial SLNT Plan is:

- A31.4.1 approved, it shall be adopted immediately and become the Agreed SLNT Plan; or
- A31.4.2 not approved, the Service Provider shall amend the Initial SLNT Plan and re-submit it to the Authority for approval within the time period agreed in writing between the Parties. If the Authority does not approve the Initial SLNT Plan following its resubmission, the matters preventing such approval shall be resolved in accordance with the dispute resolution procedure.

A31.5 Without limiting any other provision of this Contract, the Service Provider shall:

- A31.5.1 comply with provisions of the Agreed SLNT Plan; and
- A31.5.2 at no additional cost to the Authority and subject to the provisions of Clause A31.6 below, review and amend the Agreed SLNT Plan and Implementation Plan:
 - A31.5.2.1 three (3) months prior to the Service Commencement Date; and
 - A31.5.2.2 every twelve (12) months following the Service Commencement Date or at other times requested by the Authority, to reflect:
 - (a) Good Industry Practice;
 - (b) any changes to the nature of the Services or Authority Assets; and
 - (c) any amendments proposed by the Authority.

A31.6 Any changes or amendments to the Agreed SLNT Plan shall be subject to the contract variation procedure and shall not be implemented until approved in writing by the Authority.

A31.7 In order to facilitate the efficient implementation of the Service Provider's SLNT requirements as contained in the Agreed SLNT Plan, the Authority will also require the Service Provider to prepare an Implementation Plan as contained in Appendix 4 to this Clause A31. The Service Provider shall complete the Implementation Plan prior to the Contract Commencement Date.

SLNT Co-ordinator

A31.8 Within twenty (20) Business Days of the Contract Commencement Date, the Service Provider shall nominate a member of the Service Provider's Personnel with the necessary skills and authority to:

- A31.8.1 be responsible for the implementation and on-going development and maintenance of the Agreed SLNT Plan; and
- A31.8.2 act as the single point of contact for personnel of the Authority on all matters concerning the Agreed SLNT Plan,

(the "**SLNT Co-ordinator**").

A31.9 The Parties shall add the SLNT Co-ordinator to the list of Key Personnel set out in Schedule 1.

Monitoring and Reporting

A31.10 Subject to Clause A31.13 below, the Service Provider shall provide the Authority with a Quarterly SLNT Monitoring Report within ten (10) Business

Days of the quarter end date. This will detail the Service Provider's performance against the Agreed SLNT Plan.

A31.11 Failure to provide the Authority with a copy of the Quarterly SLNT Monitoring Report within the timescales set out in Clause A31.10 above shall constitute a material breach of this Contract.

A31.12 The Service Provider shall ensure at all times that it complies with the requirements of the Data Protection Act 2018 (as may be amended) in the:

A31.12.1 development and maintenance of training plans; and

A31.12.2 collection and reporting of the information to the Authority pursuant to Clause A31.10 above.

SLNT Infractions

A31.13 Failure to:

A31.13.1 ensure that each SLNT Output for the monitoring period is delivered in accordance with Agreed SLNT Plan; and/or

A31.13.2 review the Agreed SLNT Plan in accordance with Clause A31.5,

shall constitute a material breach of this Contract.

SLNT Audit

A31.14 The Authority may from time to time undertake any audit or check of any and all information regarding the Service Provider's compliance the provisions of this Clause A31.

A31.15 The Service Provider shall maintain and retain records relating to the Agreed SLNT Plan and its compliance with the provisions of this Clause A31 for a minimum of seven (7) years.

A31.16 The Authority shall use reasonable endeavours to co-ordinate such audits and to manage the number, scope, timing and method of undertaking audits so as to ensure that the Service Provider is not, without due cause, disrupted or delayed in the performance of the Service Provider's obligations under this Contract.

A31.17 The Service Provider shall promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:

A31.17.1 granting or procuring the grant of access to any:

A31.17.1.1 premises used in the Service Provider's performance of this Contract, whether the Service Provider's own premises or otherwise;

- A31.17.1.2 equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Service Provider's obligations, wherever situated and whether the Service Provider's own equipment or otherwise; and
- A31.17.2 complying with the Authority's reasonable requests for access to senior personnel engaged in the Service Provider's performance of this Contract.

APPENDIX 1 TO CLAUSE A31

Skills and Employment Strategy

A copy of the TfL Skills and Employment Strategy can be obtained from:

<https://www.tfl.gov.uk/cdn/static/cms/documents/skills-and-employment-strategy.pdf>

A copy of the Transport Infrastructure Skills Strategy can be obtained from:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/495900/transport-infrastructure-strategy-building-sustainable-skills.pdf

A copy of the Transport Infrastructure Skills Strategy (TISS) – Three Years On - can be obtained from:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/815382/stat-three-years-of-progress.pdf

APPENDIX 2 TO CLAUSE A31

SLNT Plan Template

Title – SLNT Activity Breakdown

Please complete the following table outlining how you intend to meet your SLNT commitments.

Table 1:

SLNT Activity Area	Priority Output	Year 1	Year 2	Year 3	Year 4	Year 5	Total	Cross Check	
								SLNT Value	SLNT Totals
Apprenticeship Job Starts									
New Entrant - Level 2-3 (FTE)	Y						0	1	0
New Entrant - Level 4+ (FTE)	Y						0	1.5	0
Social Mobility Level 2-3 (FTE)	Y						0	1	0
Social Mobility Level 4+ (FTE)	Y						0	1.5	0
Existing Employee Level 2-3 (FTE)	Y						0	1	0
Existing Employee Level 4+ (FTE)	Y						0	1.5	0
Apprenticeship Success									
Completion (FTE)							0	1	0
Job Creation									
Social Mobility (FTE)							0	1	0
Educational/Career Support									
Targeted Placement Positions (Days)							0	10	0
Placement Positions (Days)							0	20	0
Educational Engagement (Days)							0	20	0
Equivalent Contract Value									
Services	£0						Total SLNT Activity		0
Construction / Manufacturing	£0						Priority Activities		0

Strategic Labour Needs and Training Method Statement

A) Delivery of SLNT Activity Breakdown

Referring to the SLNT Activity Breakdown outlined in Table 1, provide a method statement of how you will undertake activities in each of the SLNT areas.

Any areas where you are not proposing to undertake activity should be left blank.

You may use up to [250] words in each of the following boxes.

Apprentice Job Start – New Entrant

Method statement shall include:

- Attraction and Recruitment
- Apprenticeship Frameworks & Standards
- Training Provider
- Funding
- Apprentice welfare – Terms, Conditions and Benefits

Content:

Apprentice Job Start – Social Mobility

Method statement shall include:

- Attraction and Recruitment
- Apprenticeship Frameworks & Standards
- Training Provider
- Funding
- Apprentice welfare – Terms, Conditions and Benefits
- Engagement with charities and referral partners

Content:

Apprentice Start – Existing Staff

Method statement shall include:

- Generating interest in the existing workforce
- Apprenticeship Frameworks & Standards
- Training Provider
- Funding

Content:

Apprentice Success – Completion

Method statement shall include:

- Support provided to ensure timely completion of the Apprenticeship
- Career pathways and opportunities available for successful Apprentices
- How Apprentices that are not retained are supported into work upon completion of the Apprenticeship

Content:

Job Start - Social Mobility

Method statement shall include:

- Target groups or priorities
- Possible job roles available
- Training and support to retain the job start
- Charities and partner engagement to find suitable candidates

Content:

Targeted Placement Positions

Method statement shall include:

- *The target group(s) and the method of finding the candidates*
- *Placement objectives*
- *Typical length and type of placement*

Content:

Placement Positions

Method statement shall include:

- *The target group(s) and the method of finding the candidates*
- *Placement objectives*
- *Typical length and type of placement*

Content:

Educational Engagement

Method statement shall include:

- *The target educational establishments*
- *Objectives of engagement*
- *Engagement activities*

Content:

APPENDIX 3 TO CLAUSE A31

Initial/Agreed SLNT Plan

REDACTED

APPENDIX 4 TO CLAUSE A31

Implementation Plan

The Implementation Plan is required to be undertaken post contract award within the period specified in Clause A31.5. The Implementation Plan is designed to provide additional information to TfL that allows the practical implementation of the SLNT requirements, to be undertaken. The format of the implementation is appended below:

1 Contact Information															
TfL Contract								SLNT Coordinator							
Supplier Name								Current Phone Number							
Contract Manager								Contact Email							
TfL Stakeholder/ SRM								Plan Period							
Reporting Requirements															
Supplier Skills Manager								Plan Review Date							
2 Overview and Background															
2.1 Overview: Please provide an overview of the contract/ project to which the SLNT requirements have been applied															
2.2 Method: Please outline how you will deliver your SLNT requirements with particular focus on TfL priority outputs															

2.3 - Forecast Outputs: Please indicate in the table below forecasted SLNT outputs											
	Apprentices						Job Creation	Educational / Career Support			
	Job Start (FTE)		Workless (FTE)		Existing Staff (FTE)			Completion	Social Mobility (FTE)	Targeted Placement (Days)	Placement (Days)
	Level 2 - 3	Level 4+	Level 2 - 3	Level 4+	Level 2 - 3	Level 4+					
Previous Year											
June											
July											
August											
September											
October											
November											
December											
January											
February											
March											
April											
May											
June											
Annual Total	0	0	0	0	0	0	0	0	0	0	0
Future Years											
TOTAL											

2.4 - Milestones: Please detail key milestones related to the delivery of your SLNT outputs	
Milestone 1	Milestone 6
Milestone 2	Milestone 7
Milestone 3	Milestone 8
Milestone 4	Milestone 9
Milestone 5	Milestone 10

2.5 - Partners: Please detail any partner organisations that will assist you in your SLNT delivery (Organisation and Key Contact)	
Partner 1	Partner 6
Partner 2	Partner 7
Partner 3	Partner 8
Partner 4	Partner 9
Partner 5	Partner 10

3. Risks: Please detail any risks and associated mitigation measures for the delivery of your SLNT requirements		
	Risk	Likelihood
1		
2		
3		
4		
5		

4. Communications: Please outline any planned SLNT communication, events or publications (internal and external) and how TfL will be notified

5. Monitoring: You are required to complete the three monitoring templates attached to this document (Sheet 1,2 & 3 of this document)

1. SLNT Monitoring Form - Outlines SLNT Outputs for each reporting period

2. Job Start/Engagement Monitoring Form

3. Apprentice Monitoring Form

6. Sign Off:

Suppliers SLNT Co-ordinator (Name)	Date
TfL Supplier Skills Manager (Name)	Date
Implementation Plan Review Date	

APPENDIX 5 TO CLAUSE A31

Quarterly SLNT Monitoring Report Template

Sheet 1

SLNT Reporting Table									
Organisation									
TfL Contract / Project									
Date									
SLNT Reporting Period (Quarter)									
SLNT Activity Area	Priority Output	Annual Target	Annual Forecast	Outputs this Period	Total Outputs to date	Cross Check		Additional Detail / Information	
						SLNT Value	SLNT		
Apprentices (monitoring data to be provided on Sheet 3)									
New Entrant - Level 2-3 (FTE)	Y					1	0		
New Entrant - Level 4+ (FTE)	Y					1.5	0		
Social Mobility - Level 2-3 (FTE)	Y					1	0		
Social Mobility - Level 4+ (FTE)	Y					1.5	0		
Existing Employee - Level 2-3 (FTE)	Y					1	0		
Existing Employee - Level 4+ (FTE)	Y					1.5	0		
Apprenticeship Success (monitoring data to be provided on Sheet 2)									
Completion (FTE)						1	0		
Job Creation (monitoring data for placements to be provided on Sheet 2)									
Social Mobility (FTE)						1	0		
Job Creation (monitoring data to be provided on Sheet 2)									
Targeted Placement Position (Days)						10	0		
Placement Positions (Days)						20	0		
Educational Engagement (Days)						20	0		
						Total SLNT Activity	0		
						Priority Activities	0		
Highlights: Please provide further information on the activities undertaken in this reporting period. This could include a summary of the apprenticeships/job starts delivered, key partners/organisations that you have engaged with, schools/career fairs attended and placements offered.									
Issues / Concerns / Risks: Please highlight any issues that have impacted your SLNT delivery.									

(To be Completed and Submitted with the Quarterly SLNT Monitoring Report)

SLNT Outputs Monitoring Form

Please provide full monitoring information for all SLNT outputs reported in the SLNT Table on Sheet 1 below, **excluding** apprentice outputs which should be reported on Sheet 3 'Apprentice Monitoring'. Instructions for completion can be found on Sheet 4: Help & Guidance

[illegible]

Apprenticeships data collection form

Apprenticeships data collection form

If there is more than one Apprenticeship on a contract please add an additional line to reflect this - see example below

Instructions for completion can be found on Sheet 4: Help & Guidance

[illegible]

Sheet 4 – Help & Guidance

What is meant by an apprenticeship?

An apprenticeship combines practical experience in a job with study. Apprentices will work alongside experienced staff and gain job-specific skills. They earn a wage, get holiday pay and in some cases study towards a related qualification. Most apprenticeships take between 1 and 3 years to complete, depending on their level. Some can take longer. Apprentices must be enrolled on and working towards an approved Apprenticeship Standard or Framework. For frameworks, an apprentice will be working towards the selected knowledge and competence qualification/s listed on the framework, and complete their apprenticeship when they have completed the qualifications. For standards, an apprentice will be working towards the competencies set out in the end point assessment, and will complete when they have passed this assessment. It is important to remember that apprenticeships can cover a number of levels, ages and experience – it is not simply about school leavers. Up-skilling existing staff is also important, provided this is carried out using an approved Apprenticeship Standard or Framework.

What is meant by workless?

An individual who is economically inactive is classified as 'workless'. They could be in receipt of benefits but this is not essential. Someone who is in full or part time work or education, or who is moving from education into employment after the summer holidays, would not be classified as workless. As a guide, we would expect an individual to be workless for a minimum of 30 days prior to starting work to be reported as 'workless'.

How will this data be used?

The apprenticeship data on this template will be shared with DfT (Department for Transport). The Unique Identifier code (D.O.B and post code region) is only used to enable DfT to distinguish between unique individuals so that (i) DfT does not duplicate reports from the same source; and (ii) DfT can determine the number of unique individuals. If this ID code is collected together with other information which could identify an individual when combined, DfT remove the UI code to prevent this from occurring. The data contained within this template is used to provide high level statistical analysis and the data is anonymised. DfT will not disclose any information that would allow the individual to be identified.

SHEET 2: SLNT MONITORING FORM - Guidance on what is required for each field

Employer Name
Enter the name of the company the apprentice is employed with.
Supplier Tier in Supply Chain. Select from list
Confirm if the employer is a Tier 1 supplier. If not, select 'other supplier'
SLNT Output Type
Please select from the drop down list the SLNT output type that the individual is being reported as.
Start Date
Please state the start date of the individual.
Job Title

Please state the job title of the individual. If they are completing a placement, please state what role they are shadowing/interested in, or what department they are working in e.g Civil Engineering Placement. For graduates, please state what graduate scheme they are on e.g. Planning Graduate.
Duration
This field only needs to be completed for placement outputs. Please state the duration of the placement e.g. 2 weeks, or 1 day per week for 3 months.
Workless
Confirm if the individual was unemployed prior to starting work. See definition above.
Ethnicity
Select from the drop down list
Gender
Select from the drop down list
Disability
Select from the drop down list
Criminal Conviction
Select from the drop down list
Date of Birth
Input the individual's full date of birth
Home post code (first section only e.g. CB12)
Input the first half of the individual's home post code
Unique identifier (self calculating field) NOTE: Highlighted pink indicates apprentice is duplicated
Nothing needed in this field - populates automatically

SHEET 3: APPRENTICE MONITORING FORM - Guidance on what is required for each field

Employer Name
Enter the name of the company the apprentice is employed with.
Supplier Tier in Supply Chain. Select from list
Confirm if the employer is a Tier 1 supplier. If not, select 'other supplier'
Proposed start date of each apprenticeship
Enter the apprentice enrollment date.
Proposed end date of each apprenticeship
Enter the expected apprenticeship completion date.
Apprenticeship Standard - select from following link https://www.gov.uk/government/collections/apprenticeship-standards
If the apprentice is enrolled on an apprenticeship standard, use the link https://www.gov.uk/government/collections/apprenticeship-standards to select the relevant approved standard that the apprentice is working towards and include the full apprenticeship title.
Apprenticeship Framework - select from following link http://www.afo.sscalliance.org/frameworks-library/
If the apprentice is enrolled on an apprenticeship framework, use the link http://www.afo.sscalliance.org/frameworks-library/ to select the relevant approved framework that the apprentice is working towards and include the full apprenticeship title including the pathway title.

Level of apprenticeship. Select from list
Select the level of the apprenticeship from the drop down list. Equivalence qualifications have been listed as examples.
Level 2 - (equivalent to GCSE [A* to C], NVQ level 2)
Level 3 - (equivalent to AS and A level NVQ level 3)
Level 4 - (equivalent to Certificate of Higher Education, NVQ level 4)
Level 5 - (equivalent to Higher National Diploma, NVQ level 4)
Level 6 - (equivalent to Bachelors Degree)
Level 7 - (equivalent to Postgraduate Diploma, Master's Degree)
Level 8 - (equivalent to PhD)
Occupation of apprenticeship (SOC code). Select from list
Select the most relevant job title/role from the drop down list. If your apprentice occupation is a back office support function or not listed then select none of the above.
Workless
Confirm if the apprentice was unemployed prior to starting their apprenticeship. See definition above.
Ethnicity
Select the apprentice's ethnicity from the list, or select 'prefer not to say'.
Gender
Select from the drop down list
Disability
Select from the drop down list
Criminal Conviction
Select from the drop down list
Date of Birth of apprentice
Input the apprentice's full date of birth
Home post code of apprentice (first section only e.g. CB12)
Input the first half of the apprentice's home post code
Completed? Select from list
This selection is to measure the number of completed apprenticeships and is used for supplier monitoring and reporting
Unique identifier (self calculating field) NOTE: Highlighted pink indicates apprentice is duplicated
This field identifies if there are any duplicate entries when information is collated by TfL and the DfT.

A32 Mayor's Good Working Standard

A32.1 Within sixty (60) days of the Contract Commencement Date the Service Provider shall:

- (a) undertake and complete the Good Work Standard self-assessment at the following website:

<https://www.london.gov.uk/what-we-do/business-and-economy/supporting-business/what-mayors-good-work-standard#acc-i-54389>

and

- (b) submit the results of the self-assessment to the Authority together with a SMART Action Plan outlining the activities the Service Provider proposes to undertake in order to meet the 'Achievement' level of the Good Work Standard.

SCHEDULE 3 – SPECIFICATION



Transport for London

The Specification

Strategic Thinking, Creative Development Production

Strategic Thinking, Creative Development and Production

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ORGANISATIONAL OVERVIEW

The Authority: Transport for London (TfL)

TfL is an executive body of the Greater London Authority, created in 2000 as the integrated body responsible for the Capital's transport system. TfL is made up of many predecessor organisations covering almost all forms of transport in London, and therefore has the ingredients and accumulated experience to provide one of the largest integrated transport systems in the world.

We are the integrated transport authority for London. Our purpose is to keep London working and growing and to make life in the Capital better. We reinvest all of our income to run and improve London's transport services.

Our operational responsibilities include London Underground, London Buses, Docklands Light Railway, London Overground, TfL Rail, London Trams, London River Services, London Dial-a-Ride, Victoria Coach Station, Santander Cycles and the Emirates Air Line. On the roads, we regulate taxis and the private hire trade, run the Congestion Charging scheme, manage the city's 580km red route network, operate all of the Capital's 6,200 traffic signals and work to ensure a safe environment for all road users.

We are committed to the Mayor's Transport Strategy objective of 80% of journeys in London being made by sustainable modes (public transport, walking or cycling) by 2041. In order to achieve this we need to reduce car usage and make public transport and active travel (cycling and walking) the positive choice for people travelling in London. Customers taking more sustainable journeys will have the added benefit of improving London's air quality.

To grow and improve the public transport experience we are delivering one of the world's largest programmes of transport capital investment, which is building Crossrail, improving accessibility across all modes, modernising Tube services and stations and improving the efficiency of our bus network with a greater focus on Outer London. We are a pioneer in integrated ticketing and providing information to help people move around London. Oyster is the world's most popular smartcard, and contactless payment is making travel ever more convenient. Real-time travel information is provided by us directly and through third parties who use the data TfL makes openly and freely available to power apps and other services. Improving and expanding transport in London is central to driving economic growth, jobs and housing across the country.

Our aim is to make the capital a place where cycling is an accessible and inclusive way of getting around and will enable more Londoners to make cycling part of their everyday travel by growing the integrated cycling network. We also aim to make London the world's most walkable city by the introduction of our Healthy Streets approach, which will improve the quality of life for everyone in London.

Our Vision Zero action plan is improving the road network and making the roads safer, especially for more vulnerable road users, such as pedestrians and cyclists.

Whilst the internal corporate structure reflects the operational needs of the business, TfL is continuing to move towards a more customer centric business to meet the needs of the customer and improve reputation.

TfL Business Unit

This specification relates to work mainly undertaken by Customer Marketing and Behaviour Change, within the Customer Communications and Technology Directorate within TfL.

Customer Marketing and Behaviour Change works closely with TfL's operating businesses and the wider TfL integrated marketing team (comprising of reps from customer information, stakeholder relations, Public Affairs, Press Office, Customer Experience and Insight, Digital) to develop integrated marketing solutions to support operational business objectives. This includes the setting of integrated marketing budgets and being accountable for delivering effective through the line marcomms campaigns to agreed outcomes.

1. SCOPE

1.1 General Requirement

The Authority requires the Service Provider to be an integrated (through the line) creative agency that will work together with our selected above the line media agency to deliver media neutral integrated behaviour change marcomms, strategic planning and implementation.

The Service Provider must be capable of long-term, strategic thinking for the TfL brand and across its portfolio, as well as for individual integrated through the line campaign briefs.

The Service Provider will be required to work to Service Level Agreements (see Section 3 of this Schedule 3), and proactively manage their performance in line with these.

The general requirements are:

- Through the line strategic thinking and planning, including
 - Strategic communications architecture that integrates our breadth of activity within defined parameters
 - Project and campaign-specific advice to create awareness, behavioural and attitudinal change and enhance TfL reputation, including 'below the line' tactics such as sales promotion and incentives
 - Regular, but ad hoc, broader strategic advice for TfL's communications as a whole, for example strategic positioning work, input to budget optimisation discussions etc.
 - Integrated 'below the line' media planning and buying including integration of below the line media planning and buying with above the line media agency to create fully integrated and channel neutral plans
- Content / collateral development, to include creative concepts, design, production and supply / implementation for through the line campaigns so that they are fully integrated
 - Campaign channels may include (but are not limited to) television, cinema, radio, video on demand, press, out of home, social media, digital/mobile advertising, CRM, content, direct marketing, promotional events, leaflet placement / distribution and sales promotion activity, promotional events and face to face

- Sometimes this will entail creative research, to be led by one of TfL's rostered customer insight agencies. The Service Provider will be expected to provide supporting stimulus materials, and liaise regarding research objectives, the discussion guide etc.
- Working with the media agency to deliver integrated strategic planning and media neutral through the line comms planning across the TfL brand and briefs
 - CAIRO is the current ways of working process that outlines the key roles and responsibilities that TfL uses to manage the effective response to campaign briefs. (See Appendix 3 to this Schedule 3 for a short overview of this process). The Service Provider, with other key suppliers in accordance with TfL process, administers, hosts and chairs the weekly Strategic Hub and Project Planning meetings
 - As part of the Services, TfL is looking for the Service Provider's proposals to improve this process, to deliver media neutral integrated strategic thinking and planning, and ensure a strategic and co-ordinated approach to marketing campaigns with seamless integration of media and creative
- Inputting to development of an agreed set of metrics for all activity and reviewing progress against them
- Keeping the client teams up to date on key market and industry developments, and providing ad hoc or general strategic communications advice or training as required
- Adhering to corporate brand and accessibility guidelines, and gaining necessary industry and / or regulatory approval prior to airing or publication
- Creating mobilisation plans in preparation to respond urgently to high priority / high profile briefs following an unexpected event

- Management and upkeep of the digital asset management platform (The Vault)
- From time to time there may be a requirement to develop brand propositions and identities and develop brand guidelines
- Management and delivery of all offline and online (digital and social) communications
- Responsibility for the development of an integrated CRM, social media and content strategy
- Print management – to manage and produce an agreed range of materials for paid and owned media to meet supply deadlines
- Management of educational behaviour change programmes. We run a series of educational behaviour change programmes (e.g. our schools programme; Sustainable travel: Active, Responsible, Safe) that the Service Provider must be able to operate as a strategic partner on these programmes, helping shape the overall framework of these programmes

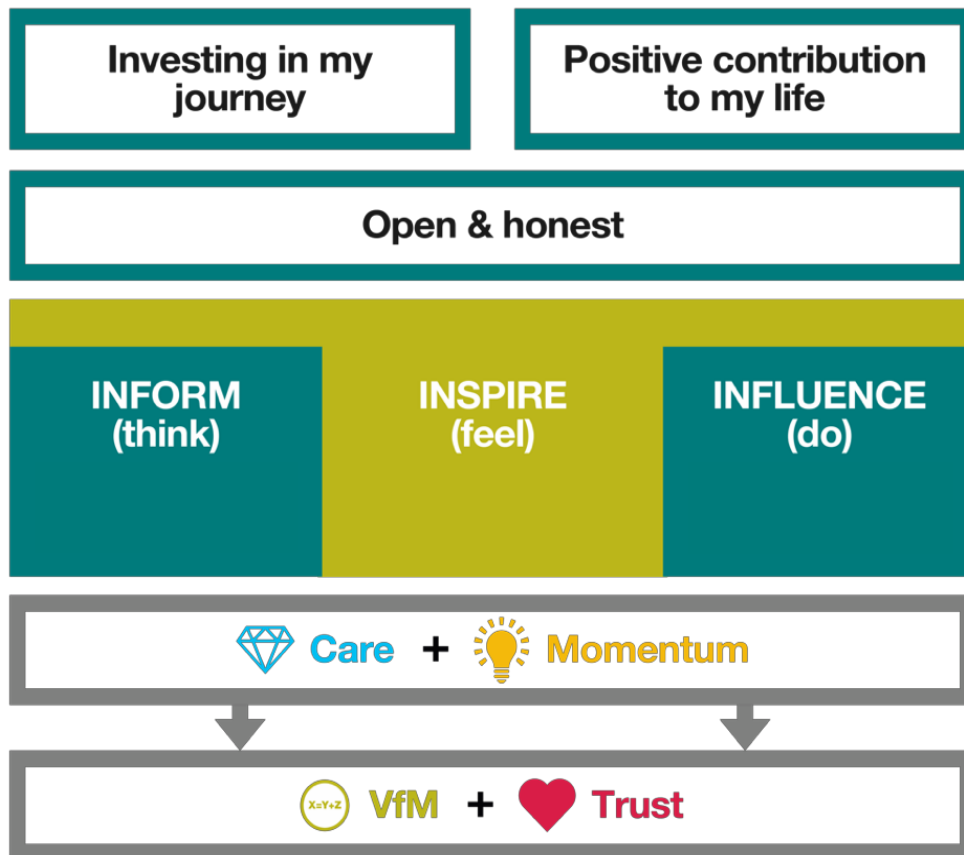
The following services are not required:

- Public or Media Relations (although trade PR for the services provided by the agency can be led by the agency on prior agreement)
- Events (these are generally managed in house or by separate framework agreements) – although we may require events run in support of a campaign to build awareness or increase sign up; this could be a one-off or series of events
- Conducting qualitative and quantitative research, although the supplier will be expected to work closely with TfL's in-house team and external suppliers

2. DELIVERABLES / MILESTONES

TfL runs approximately 30 integrated advertising campaigns each year. However, no guarantee is given as to the maximum or minimum number of campaigns that TfL will run each year.

Campaigns are clustered together in within our communications architecture. Clustering helps customers best recognise and understand what we are communicating, and ensures that the TfL brand is recognised for its endeavours. It helps us plan strategically rather than for campaigns in isolation, for example in phasing media for inter-linked activity.



The following deliverables are required for comms planning and campaign implementation:

- Integrated through the line comms planning with media agency prior to making recommendations to TfL
- Agenda and chairing for planning meetings
- Comms / creative strategy to include key messages if not supplied in brief
- Timings plan including approvals

- Creative concepts / scamps
- Research stimulus (if required)
- Copy rotation plan
- Pre-production planning as required
- Ensure adherence to CAP/BCAP codes and seek approvals where necessary
- Production
- Sourcing specs from media agency, or from digital, VOD (Video On Demand) media owners and ensuring creative is supplied to meet the spec., Inc. TfL website
- Booking and briefing of face to face teams for events
- Booking 'below-the-line' media such as door drops, leafleting etc.
- Printing of materials for paid and owned media to meet deadlines provided by the media plan
- Social and digital delivery
- Supply to media owners
- Ensure received completed SLA from client
- Contribute to evaluation of campaign performance (led by TfL). This may include advising on metrics for pre and post evaluation surveys and using learnings to tailor campaign for future phases
- Co-ordinate with TfL CRM (Customer Relationship Management) teams
- Adhere to brand guidelines

3. SERVICE LEVEL AGREEMENTS (SLAs) / KEY PERFORMANCE INDICATORS (KPIs)

3.1 INTRODUCTION

Purpose

- 3.1.1 The purpose of the SLA is to set out the expectations of how the Authority, the Service Provider and the appointed Media Agency work in partnership.

Objective

- 3.1.2 The objective is to review the Service Provider's performance to ensure all parties' working practices are of the highest standard.

Output

- 3.1.3 The output is a mutual SLA six (6) monthly formal appraisal mid-way through each Financial Year (Mid Year Review) and at the end of each Financial Year (**End of Year Review**).
- 3.1.4 For each Mid Year and End of Year Review the Authority, the Service Provider and the Media Agency complete the formal Mid Year/End of Year Review Form. The Authority, the Service Provider and the Media Agency then meet to agree scores and discuss and develop an Action Plan to address any issues with service.
- 3.1.5 At the End of Year Review, where the Service Provider has scored '2' or below in any of the Performance Areas the Authority may, at its discretion and in addition to any Action Plan, apply the Performance Rebate in accordance with the provisions of this SLA.
- 3.1.6 In addition to the Mid Year Review and End of Year Review, there will be regular quarterly review meetings (**Quarterly Reviews**) with the Authority, the Service Provider and the Media Agency at which any Action Plan we will be reviewed to check progress against items identified in the Action Plan and to identify any other performance issues that may need to be add to the Action Plan.
- 3.1.7 For each campaign or project, the Authority, the Service Provider and the Media Agency will complete a mutual Campaign Wash Up Appraisal Form specific to each campaign or project once the campaign or project has gone live. It will also include a review post campaign (the frequency to be determined either post the initial burst and then at an interval to be agreed where there are several bursts and to be agreed by the relevant Portfolio Manager).

3.2 MID YEAR AND END OF YEAR REVIEWS

- 3.2.1 The Mid Year Reviews and End of Year Reviews will take place as soon as possible after the end of each six (6) month period in each Financial Year and in any event no later than 2 months after the end of each six (6) month period.
- 3.2.2 The Authority, the Service Provider and the Media Agency will each complete the Appraisal Form set out in Appendix 1 to this Schedule 3 (Specification) using the appraisal scoring criteria set out in the

Appraisal Form for each of the following performance areas
(**Performance Areas**) as set out in the Mid Year/End of Year Appraisal Form:

- Relationship
- Strategic Hub
- Work
- Functional Competency

- 3.2.3 The Mid Year Review Forms will reflect the Service Provider's performance in the first six (6) months of the relevant Financial Year.
- 3.2.4 The End of Year Review Forms will reflect the Service Provider's performance in throughout the whole of the relevant Financial Year.
- 3.2.5 The Authority, the Service Provider and the Media Agency shall meet to agree scores and discuss and develop an Action Plan to address any issues with service.
- 3.2.6 At the End of Year Review, where the Service Provider has scored '2' or below in any of the Performance Areas the Authority may, at its discretion and in addition to any Action Plan, apply a Performance Rebate of 1.25% of the total Annual Fees and Additional Fees paid to the Service Provider in the relevant Financial Year for each Performance Area that has scored '2' or below as illustrated in the following table.

Number of Performance Areas scoring a 2 or below	Percentage Performance Rebate
1	REDACTED
2	REDACTED
3	REDACTED
4	REDACTED

- 3.2.7 In the event that any Performance Rebate is due to the Authority, the Authority may deduct such sum from the Charges payable by the Authority in the subsequent Financial Year.

3.3 CAMPAIGN WASH UP APPRAISAL

- 3.3.1 For each campaign or project, the Authority, the Service Provider and the Media Agency will complete a mutual Campaign Wash Up Form specific to each campaign or project once the campaign or project has gone live. It will also include a review post campaign (the frequency to be determined either post the initial burst and then at an interval to be agreed where there are several bursts and to be agreed by the relevant Portfolio Manager).
- 3.3.2 The Campaign Wash Up Form set out in Appendix 2 to this Schedule 3 (Specification) shall be completed using the appraisal scoring criteria set out in the Campaign Wash Up Appraisal Form for each of the following Performance Areas as set out in the Campaign Wash Up Appraisal Form:
- Relationship
 - Work
 - Functional Competency

4. PROJECT PLAN/TIMESCALES

- 4.1 As set out in Section 2 of this Schedule 3, TfL currently has three main categories of campaign with accompanying guide timescales for new briefs; noting that TfL has fixed internal timings for creative approvals (at scamps and final artwork stage) and media bookings are not made until creative concepts have been approved by all relevant parties for the relevant channel.
- Inform – delivery timescale 84 days (16 weeks)
 - Inspire – delivery timescale 154 days (31 weeks)
 - Influence - delivery timescale 154 days (31 weeks)
- 4.2 The above timescales all assume a completely new brief requiring new strategy and creative (and for the purposes of assessing the relevant Charges would fall into the category of a 'Big Project').
- 4.3 Once the brief and campaign is established, the agreed timescales for optimising the campaign is 65 days (13 weeks) (and for the purposes of assessing the relevant Charges would fall into the category of a 'Medium Project').
- 4.4 Timings for other ad-hoc requests that may arise from time to time are as follows:
1. Stand-alone inform print execution = 20 days (4 weeks)
 2. Fast track print – 5 days
 3. Fast track radio – 10 days

5. CANCELLATION

REDACTED

6. MEASUREMENT.

The VCCP Planning team will actively consult with VCCP expertise on measurement, including Chief Data Officer, Claire Tusler and Head of Effectiveness, Aidan Mark, to deliver TfL more robust measurement recommendations across campaigns. This will happen at the following project stages.

- (a) At briefing stage, provide analysis of Authority data alongside identifying and analysing additional data sources to create insightful, customer-focused work.
- (b) At strategic development stage, working with the Authority insight and WM partners to ensure clear and measurable KPIs set for activity across all channels.
- (c) During campaign development, working alongside lead planner to identify opportunities for real-time campaign evaluation and actionable change.
- (d) Post campaign, leading the analysis of campaign effectiveness.
- (e) Ongoing, providing updates at Strat huddle, on developments and best-practice in evaluation, for sharing with wider team where appropriate.

SCHEDULE 3

APPENDIX 1

APPRAISAL FORM

APPRAISAL SCOPE

TfL, [insert name of Media Agency] and VCCP appraise each other.

After they have completed their areas of the form individually, all parties should meet to discuss and develop priority action points to move forward.

Appraisals are to be both quantitative and qualitative. Ratings should be given in each area, but written comments are important in order to provide the most constructive feedback to each other.

Each portfolio manager and their respective counterparts in [insert name of Media Agency] and VCCP will complete the appraisal.

AGENCY APPRAISED	[insert name of Media Agency] and VCCP
PORTFOLIO APPRAISED	Pan Department
APPRAISAL COMPLETED BY	AGENCIES:
	TFL:
DATE	

APPRAISAL SCORING DEFINITIONS:

1 = POOR	2 = NOT GOOD ENOUGH	3 = GOOD	4 = VERY GOOD	5 = EXCEPTIONAL
1 – Poor	<p>Definition of 'poor' – Consistent failing in either delivery, relationship or the core principles of CAIRO</p> <p>This could mean:</p> <ul style="list-style-type: none"> • A poor or incomplete client brief • Breakdown down in communication / integration leading to multiple missed deadlines or a delay to work going live • Regular incoherent or unconsolidated feedback, issues arising that require repeat escalation to senior leadership • Creative work or media completely off brief or requiring significant input from TfL • Poor attention to detail throughout 			
2 – Not good enough	<p>Definition of 'not good enough' – Some failings in the delivery of the core principles of CAIRO</p> <p>This could mean:</p> <ul style="list-style-type: none"> • Lack of product, technical or political knowledge to support brief • Poor communication, lack of integration or collaboration • Poor or unconsolidated feedback • Deadlines missed or failing to stick to agreed timings • Uninspiring creative work or media recommendations that do not address the brief • Some attention to detail issues • Creative work does not meet Corporate Design Standards or Brand World principles. 			
3 – Good	<p>Definition of 'Good' – Consistent good standard of performance in delivery as set out in CAIRO and consistently good levels of briefing, communication and integration.</p> <p>This could mean:</p> <ul style="list-style-type: none"> • Consolidated and clear briefing and feedback • Overall good partnership working and collaboration, clear communication and integration • Work delivered on time and to budget • Overall, strong creative and media recommendations • Creative work and media right the first time 			
4 – Very Good	<p>Relationship was 'Very Good' – Clear evidence of excellence in delivery, or role model performance in one or more area.</p> <p>This could mean:</p> <ul style="list-style-type: none"> • Some aspect of the activity went 'above and beyond' either in ways of working or what is delivered (e.g. OOH brilliance) • Activity considered a template for best practice 			
5 – Exceptional	<p>Relationship was 'Exceptional' – A clear demonstration of going over and above the day to day requirements.</p> <p>This could mean:</p> <ul style="list-style-type: none"> • Both Media and Creative consider exemplary by all parties • A super-fast turnaround on an urgent or reactive brief with an excellent output • 'Outside the box' thinking resulting in delivery of a bigger, better and more integrated campaign than the original requirement of the brief • Delivery of an award worthy industry or TfL 'first' 			

SECTION I - RELATIONSHIP

To be completed by TfL, VCCP and [insert name of Media Agency]

RELATIONSHIP SCORE: *This section should judge whether the team had a strong relationship built on partnership, collaboration and shared ownership. It should cover collaboration, team work, listening ability, open discussion and the quality of the client, strategy, account and creative teams.*

1 = POOR

2 = NOT GOOD
ENOUGH

3 = GOOD

4 = VERY GOOD

5 = EXCEPTIONAL

SCORE:

REMARKS:

SECTION 2 – STRATEGIC HUB

To be completed by TfL, VCCP and [insert name of Media Agency]

STRATEGIC HUB SCORE: *This section should judge whether the strategic hub is providing clear direction to steer the team at a senior level and should cover strategic hub briefs, responses to briefs from agencies etc.*

1 = POOR	2 = NOT GOOD ENOUGH	3 = GOOD	4 = VERY GOOD	5 = EXCEPTIONAL
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SCORE:

REMARKS:

SECTION 3 – THE WORK

To be completed by TfL, VCCP and [insert name of Media Agency]

THE WORK SCORE: *This section should judge the quality of the product that we deliver and whether it delivers against KPIs; including the creative and the media output, whether the work met the brief, if learnings were effectively applied from previous campaigns/other portfolios and whether it delivered against metrics set.*

1 = POOR

2 = NOT GOOD
ENOUGH

3 = GOOD

4 = VERY GOOD

5 = EXCEPTIONAL

SCORE:

REMARKS:

SECTION 4 – FUNCTIONAL COMPETENCY

To be completed by TfL, VCCP and [insert name of Media Agency]

FUNCTIONAL COMPETENCY SCORE: *This section should judge whether every member of the team is delivering excellence and adhering to our contractual ways of working (CAIRO). It should cover the briefing process, the creative process and production including; attention to detail, quality of feedback, prompt development of timing plans, contact reports (accuracy and 24hrs post meeting), media plans (reflect agreed budget and strategy), accuracy of pre-production documents, budgets, etc.*

1 = POOR

2 = NOT GOOD
ENOUGH

3 = GOOD

4 = VERY GOOD

5 = EXCEPTIONAL

SCORE:

REMARKS:

KEY PRIORITIES (filled out conjointly by TfL, VCCP and [insert name of Media Agency])

<p style="text-align: center;">ACTION TO BE TAKEN</p> <p>NEXT THREE MONTHS:</p> <p>1.</p> <p>2.</p> <p>3.</p>

<i>On behalf of TfL</i>	<i>On behalf of VCCP/ [insert name of Media Agency]</i>
Signed_____	Signed_____
Date_____	Date_____

SCHEDULE 3

APPENDIX 2

CAMPAIGN WASH UP FORM

APPRAISAL SCOPE

TfL, [insert name of Media Agency] and VCCP appraise each other.

After they have completed their areas of the form individually, all parties should meet to discuss and develop priority action points to move forward.

The form should be shared 24 hours prior to the meeting where scores will be agreed face to face. One week after the wash up session, agencies are required to send back forms with agreed scores including consolidated comments and actions.

Appraisals are to be both quantitative and qualitative. Scores should be given in each area, but written comments are important in order to provide the most constructive feedback to each other.

Each portfolio manager and their respective [insert name of Media Agency] and VCCP Account Directors will approve the form.

This document is to be completed within **2 weeks** of a campaign going live.

CAMPAIGN:	
COMPLETED BY	AGENCIES:
	TFL:
DATE	

SCORING DEFINITIONS:

1 = POOR	2 = NOT GOOD ENOUGH	3 = GOOD	4 = VERY GOOD	5 = EXCEPTIONAL
1 – Poor	<p>Definition of 'poor' – Consistent failing in either delivery, relationship or the core principles of CAIRO</p> <p>This could mean:</p> <ul style="list-style-type: none"> • A poor or incomplete client brief • Breakdown down in communication / integration leading to multiple missed deadlines or a delay to work going live • Regular incoherent or unconsolidated feedback, issues arising that require repeat escalation to senior leadership • Creative work or media completely off brief or requiring significant input from TfL • Poor attention to detail throughout 			
2 – Not good enough	<p>Definition of 'not good enough' – Some failings in the delivery of the core principles of CAIRO</p> <p>This could mean:</p> <ul style="list-style-type: none"> • Lack of product, technical or political knowledge to support brief • Poor communication, lack of integration or collaboration • Poor or unconsolidated feedback • Deadlines missed or failing to stick to agreed timings • Uninspiring creative work or media recommendations that do not address the brief • Some attention to detail issues • Creative work does not meet Corporate Design Standards or Brand World principles. 			
3 – Good	<p>Definition of 'Good' – Consistent good standard of performance in delivery as set out in CAIRO and consistently good levels of briefing, communication and integration.</p> <p>This could mean:</p> <ul style="list-style-type: none"> • Consolidated and clear briefing and feedback • Overall good partnership working and collaboration, clear communication and integration • Work delivered on time and to budget • Overall, strong creative and media recommendations • Creative work and media right the first time 			
4 – Very Good	<p>Relationship was 'Very Good' – Clear evidence of excellence in delivery, or role model performance in one or more area.</p> <p>This could mean:</p> <ul style="list-style-type: none"> • Some aspect of the activity went 'above and beyond' either in ways of working or what is delivered (e.g. OOH brilliance) • Activity considered a template for best practice 			
5 – Exceptional	<p>Relationship was 'Exceptional' – A clear demonstration of going over and above the day to day requirements.</p> <p>This could mean:</p> <ul style="list-style-type: none"> • Both Media and Creative consider exemplary by all parties • A super-fast turnaround on an urgent or reactive brief with an excellent output • 'Outside the box' thinking resulting in delivery of a bigger, better and more integrated campaign than the original requirement of the brief • Delivery of an award worthy industry or TfL 'first' 			

SECTION I - RELATIONSHIP

To be completed by TfL, VCCP and [insert name of Media Agency]

RELATIONSHIP SCORE: *This section should judge whether the team had a strong relationship built on partnership, collaboration and shared ownership. It should cover collaboration, team work, listening ability, open discussion and the quality of the client, strategy, account and creative teams.*

1 = POOR

2 = NOT GOOD
ENOUGH

3 = GOOD

4 = VERY GOOD

5 = EXCEPTIONAL

SCORE:

1

2

3

4

5

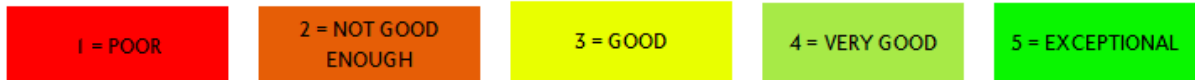
(delete as applicable)

REMARKS:

SECTION 2 – THE WORK

To be completed by TfL, VCCP and [insert name of Media Agency]

THE WORK SCORE: *This section should judge the quality of the product that we deliver and whether it delivers against KPIs; including the creative and the media output, whether the work met the brief, if learnings were effectively applied from previous campaigns/other portfolios and whether it delivered against metrics set.*



SCORE:



(delete as applicable)

REMARKS:

SECTION 3 – FUNCTIONAL COMPETENCY

To be completed by TfL, VCCP and [insert name of Media Agency]

FUNCTIONAL COMPETENCY SCORE: *This section should judge whether every member of the team is delivering excellence and adhering to our contractual ways of working (CAIRO). It should cover the briefing process, the creative process and production including; attention to detail, quality of feedback, prompt development of timing plans, contact reports (accuracy and 24hrs post meeting), media plans (reflect agreed budget and strategy), accuracy of pre-production documents, budgets, etc.*

1 = POOR

2 = NOT GOOD
ENOUGH

3 = GOOD

4 = VERY GOOD

5 = EXCEPTIONAL

SCORE:

1

2

3

4

5

(delete as applicable)

REMARKS:

ACTIONS TO BE TAKEN:

The following actions were agreed and key learnings agreed based on the above comments:

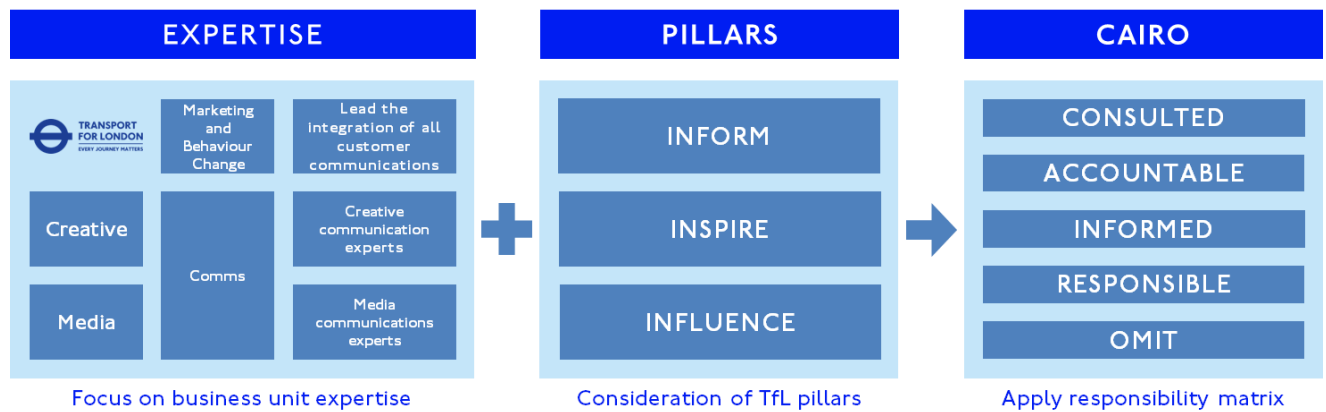
- 1.
- 2.
- 3.

Schedule 3

Appendix 3

Integrated campaign planning process

The below shows CAIRO, our ways of working process.



SENIOR MANAGEMENT				INFORM				INFLUENCE			
Activity / Task	TfL	Creative	Media	Activity / Task	TfL	Creative	Media	Activity / Task	TfL	Creative	Media
Strategic Hub Projects				BRIEFING				PRODUCTION			
Creation Strategic Brief Agenda	A	C	C	Gathering messages and insights from business	R	I	I	Media Partnerships (inc. Content Creation)			
Delivery of Brief Responses	R	R	R	Writing business brief incl clear metrics	R	I	I	Partnership briefing	C	R	C
Stake holder management	R	I	I	Brief agencies together (incl verbal)	R, A	C	C	Initial Response	O	R	C
Sign Off (Done Done)	A	R	R	Agencies to respond with Questions	A, C	R	R	Feedback (no more than 3 rounds)	C	C	R
Annual Prioritisation and budget setting				Agencies to respond with initial timings	I	R	C	Partnership sign off	O	R	A
Setting the Prioritisation Brief	A	C	C	Client to provide requested info	R, A	C	C	Compliance	I	R, A	A
Pan Portfolio Recommendation	C	R	R	VCCP to write creative brief & allocate a creative team	O	R	O	Shoot (Live action)			
Stakeholder management (prioritise, budget, feed-in)	R	I	I	MEC to share brief internally & allocate specific owner	I	O	R	Recommend Pre Production (Locations, Directors, Casting, Music, Tech Recce)	R, A	O	C
Sign Off (Done Done)	A	R	R	VCCP brief creative team	O	R	O	Approve script, location, directors, music, tonality etc	R	O	A
Setting the Budgets - overall	A	C	C	CAMPAIGN DEVELOPMENT				Agency to share Production timings and Budget	R, A	O	I
Pan Portfolio Development (Budget)	C	R	R	Joint Agency FIRST response (Creative concept and Channel)	C	R, A	R, A	Set up : run, issue minutes of ppm	R, A	O	C
Pan Portfolio Recommendation (budget)	C	R	R	TfL to provide Feedback to VC CP (via feedback form)	R	C	O	Approve actions in minutes/ ppm	I	O	A
Stakeholder management	R	I	I	TfL to debrief MEC on feedback	R	O	C	Proceed to shoot	R, A	O	I
Sign Off Budget (Done Done)	A	R	R	VCCP to debrief creative team	O	R	O	Clearcast Submission and Approvals	R, A	O	C
Monitor progress vs Prioritisation/ budget for assets	C	A	O	MEC debrief strategic, communication and activation teams	O	O	R	Shoot (no product)	R, A	O	I
Monitor progress vs Prioritisation/ budget for fee	C	O	A	Further creative development	O	R	O	Shoot (with product/ technical support)	R, A	O	C
				Joint Agency SECOND response to concept (Creative concept and Channel)	C	R, A	R, A	Post Production	R, A	O	I
								Shoot (Photography)			
								Recommend Pre Production (Locations, Directors, Casting, Music, Tech Recce)	R, A	O	C

SCHEDULE 4 – CHARGES

1 Annual Fee

The Annual Fees are inclusive of:

- 1.1 Strategic hub attendance and project delivery fees;
- 1.2 The Service Provider's time spent developing and managing all assets based on the proposed media recommendations, i.e. strategy, planning, creative, production and account management time, based on three project definitions and the agreed fees for each project definition:
 - 1.2.1 Big Project (**REDACTED**) – includes origination of new creative strategy, creative development and production of new assets excluding AV;
 - 1.2.2 Medium Project (**REDACTED**) – includes optimisation of existing assets; and
 - 1.2.3 Small Project (**REDACTED**) – includes 'step and repeat' assets being adapted and supplied for a media plan. No new creative is originated.
- 1.3 Working with the Media Agency to deliver integrated/through the line channel planning, delivery of 'below-the-line' (BTL) activity including planning, buying and implementation of BTL media channels, promotions and incentives.
- 1.4 Print management.
- 1.5 Annual brand planning.
- 1.6 Account stewardship.
- 1.7 'Through the Line' project.
- 1.8 Behaviour Change Reviews for Air Quality, Active Travel and Vision Zero.
- 1.9 A commitment to continually improving the Behaviour Change function collaborating with the Media Agency and the WPP Behaviour change Hub as and when relevant; including a bi-annual behaviour change forum - led from Strategic Huddle - to ensure there is a chance to continue to learn from others in this field and improve and challenge our behaviour change practises.
- 1.10 Delivery of creative priorities for 2021/22 including Active Travel,

Public Transport and 'Inform' communications.

- 1.11 Scenario planning - ensuring there is enough flex within the Annual Fee to continue to consider all reasonable scenarios at the time of briefing.
- 1.12 Office space – the Service Provider will provide an area for up to 6 people to work within the agency. This will be next to or very close to the day to day TfL team at VCCP.

2 Additional Fees

- 2.1 Additional Fees will be charged for any 'out of scope' projects that are funded from TfL project budgets (for example, the Elizabeth line, Ultra Low Emission Zone implementation) as agreed in accordance with the provisions of paragraph 2.2 below.
- 2.2 Additional Fees for new out of scope projects shall be agreed between the Parties. As soon as reasonably practicable after the Contract Commencement Date the Parties will seek to agree fixed fees, rates and charges that will apply to any out of scope projects. Such agreed fees, rates and charges will form part of this Contract.

3 Production Costs

- 3.1 The Project Brief will specify the Authority's total integrated budget for that Project Brief in each Financial Year (the "Project Budget").
- 3.2 The Authority may specify the maximum Production Costs to be spent on each Project ("Production Costs Cap").
- 3.3 The Production Costs Cap will not exceed:
 - 3.3.1 **REDACTED** of the Project Budget; or
 - 3.3.2 at the Authority's discretion and under exceptional circumstances only (as authorised by the Head of Customer Marketing and Behaviour Change in writing), the Production Costs may increase up to a maximum of **REDACTED** of the Project Budget; or
 - 3.3.3 where production activity is entirely or predominantly on Authority-owned media/ circuit space and on the basis that there will be no media cost to the Authority or the Service Provider, the Authority may, at its discretion, increase the Production Cost cap to **REDACTED** of the Project Budget (once print costs have been deducted).
- 3.4 The Authority may determine whether any individual Production Cost

items (for example any exceptional below the line Production Costs) should fall outside of any Production Costs Cap.

Ceiling within Production Cost cap

Within the agreed Production Costs, ceiling limits will apply on the following line items:

Line item	Ceiling Limit
Broadcast TV/Cinema 30 or 40 seconds (inclusive of the shoot and all post production)	REDACTED
30" Radio Ad - to include production, payout and usage	REDACTED
CRM email - Covers data mining, copywriting and design of 1 x email template with up to 4 content modules and 5 variants, using existing content only	REDACTED
Photography for static media including retouching and one year UK usage.	REDACTED
	REDACTED (for non-studio location photography and/or use of models)
Illustrations including retouching and one year UK usage.	REDACTED per individual illustration
Creating a master artwork (Supply of print-ready hi res artwork via a web link for a 6 sheet poster)	REDACTED
Hourly cost for layouts and colour adjustments	Design REDACTED
	Artwork REDACTED
Hourly cost for retouching	REDACTED
Adapting a portrait poster to a 20x3 Metro advert	REDACTED
Producing an A2 proof for a poster	REDACTED
Supply of print-ready hi res artwork via a web link for a 6 sheet poster	REDACTED
TV producer hourly rate	REDACTED
Digital display ad production hourly rate	REDACTED
Maximum recommended cost for a day's photography (photographer's fee only)	REDACTED (dependent on brief)

4 Cancellation and Rebrief Fees

Cancellation and rebrief fees payable should fairly reflect the level of resource already committed to the project at the time of cancellation. As a guideline, the following is representative:

Rebriefs

- A rebrief is defined as a revised (changed) brief being issued by TfL as a result of a change of strategy, insight or political imperative.
- Agreed fees for strategic development and creative development up to the point the new brief is issued apply.
- Where a phase is 'entered' but not completed, this should be reflected in final fee payable (eg if half way through creative development, the full for 25% strategic development and half of the 50% allocated to creative development applies).
- Creative development fees are payable in full if the point of starting production had been reached.
- Additional strategic and creative fees will need to be agreed depending on the scope of the rebrief:
- An additional 100% of the strategic fee if the rebrief requires the strategic team to start from scratch.
- If the creative brief only needs to be redrafted:
 - 10% of the strategic fee applies (as a rule of thumb, although this may change by exception up or down depending on the scope of the re-write)
 - 100% of the creative fee applies
 - Strategic and creative fees to be agreed between the Authority's portfolio manager and the Service Provider's agency lead if somewhere in between full rebrief and smaller changes.



Schedule 4 (Charges)
Appendix of Rates and Prices

REDACTED

SCHEDULE 5 – PROJECT BRIEF TEMPLATE

TfL Customers, Communications and Technology **PROJECT NAME**

Version	
Date issued to integrated team	
Date issued to CRM Team	
Date issued to Press Office and Stakeholder team:	
Date issued to agencies	

1. What is the brief, in a nutshell?
2. What do we want people to feel, think and do as a result of our work? Feel: Think: Do:
3. If we are looking to change customer behaviour how will we do this?
4. What are the key outcomes and targets that this activity supports? Primary Secondary
5. Is this activity fully funded?

Author name	Job title	Date

Approvals of the brief	Job title	Approval date

Appendix I: Supporting information

1. Who are we targeting and what do we know about our audiences? What is the size of the audience?
2. What is the operational, political, market and consumer context?
3. What is happening beyond 'education' and 'encouragement' that may affect this behaviour? (Encouragement, environment, enforcement, education)
4. Notes for creative agency?
5. Notes for media agency?
6. Notes for wider integrated team?
7. Lessons learnt?
8. How and when will the activity be evaluated?
9. Timings and key dates Communication milestones
10. Opportunities for integration
11. What budget is available across the next 2-3 financial years?
12. Special inclusions and exclusions
13. Who are our internal colleagues and what level of involvement will they have?
14. Who are the external stakeholders and what level of involvement will they have?

SCHEDULE 6 - FORM FOR VARIATION

PART A

Contract Parties: *[to be inserted]*

Contract Number: *[to be inserted]*

Variation Number: *[to be inserted]*

Authority Contact Telephone: *[to be inserted]*

Fax: *[to be inserted]*

Date: *[to be inserted]*

AUTHORITY FOR VARIATION TO CONTRACT (AVC)

Pursuant to Clause 32 of the Contract, authority is given for the variation to the Services and the Charges as detailed below. The duplicate copy of this form must be signed by or on behalf of the Service Provider and returned to the Procurement Manager as an acceptance by the Service Provider of the variation shown below.

DETAILS OF VARIATION	AMOUNT (£)
ALLOWANCE TO THE AUTHORITY	
EXTRA COST TO THE AUTHORITY	
TOTAL	

.....
For the Authority (signed)

.....
(print name)

ACCEPTANCE BY THE SERVICE PROVIDER	
Date	Signed

PART B – SUPPLY CHAIN FINANCE OPTION RELATED VARIATIONS

The Authority is developing a scheme and system whereby the Service Provider may be permitted, at the Authority's sole discretion, to seek payment of invoices in respect of Charges under this Contract within a time period less than the 30 days of receipt set out Clause 5.4.1 in consideration for a reduction in the Charges due thereunder (the "**Supply Chain Finance Option**").

The Service Provider hereby agrees that where such requests are made by the Service Provider and approved by the Authority, by way of such process and/or systems put in place by the Authority acting either on its own behalf or by or via its employees, agents, contractors or otherwise such request, approval and resulting accelerated and reduced payment shall constitute the Service Provider's exercise of the Supply Chain Finance Option and the valid and legally binding:

2.1 variation by the Parties of the related Charges due and payable to the Service Provider under this Contract; and

2.2 waiver by the Service Provider of any right held previously by it to invoice for and be paid the amount by which the Charges are reduced pursuant to its exercise of the Supply Chain Finance Option.

SCHEDULE 7 – NOT USED

SCHEDULE 8 – TRANSFER OF EMPLOYEES

- 1 For the purposes of this Schedule 8, unless the context indicates otherwise, the following expressions shall have the following meanings:
- 1.1 **“Aggregate Staffing Information”** means, in relation to those persons identified on the Supplier's Staff List, the following consolidated information:
- 1.1.1 in relation to employees, the mean of the following when calculated across the group:
 - 1.1.1.1 annual salary and wages;
 - 1.1.1.2 annual overtime (pay and hours) and allowances;
 - 1.1.1.3 aggregate bonus over each of the last three years;
 - 1.1.1.4 age (years);
 - 1.1.1.5 length of service; and
 - 1.1.1.6 annual flexible employment benefits fund (or annual value of employment benefits);
 - 1.1.2 in relation to all contractors / agency workers, the mean of the following when calculated across the group:
 - 1.1.3 daily or hourly rate (as applicable); and
 - 1.1.4 weekly working hours;
- 1.2 **“Current Service Provider(s)”** means the provider or providers of services substantially similar to the Services immediately before the Agreement Commencement Date;
- 1.3 **“Employment Costs”** means all salaries, wages, commissions, bonuses, holiday pay (including payment for accrued but untaken holiday), sick pay, national insurance contributions, pension contributions made to or on behalf of an employee, taxation (including all income tax deductible under PAYE) and all other emoluments;
- 1.4 **“Employment Liabilities”** means all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, damages, awards, compensation, claims, demands, proceedings and legal costs (on a full indemnity basis);
- 1.5 **“Final Staff List”** has the meaning set out in paragraph 8;
- 1.6 **“Further Transfer Date”** means the date on which the Services (or any part of them) cease to be provided by the Service Provider and start to

be performed by the Authority or any Replacement Service Provider when the transfer of employment of the Re-Transferring Personnel from the Service Provider to the Authority or any Replacement Service Provider occurs;

1.7 **“Relevant Period”** means the period starting on the earlier of:

1.7.1 the date falling 6 calendar months before the date of expiry of the Contract; or

1.7.2 if the Contract is terminated by either Party in accordance with Clause 27.3 or by the Authority in accordance with Clause 27.1, 27.2, 27.4 or 27.5, the date of the relevant termination notice;

13 and ending on the Further Transfer Date;

1.8 **“Replacement Service Provider”** means any replacement supplier or provider to the Authority of the Services (or any part of the Services) and any Sub-Contractor to such replacement supplier or provider;

1.9 **“Re-Transferring Personnel”** means any Service Provider’s Personnel who are assigned (for the purposes of TUPE) to the relevant Services immediately before the Further Transfer Date and whose employment contract will transfer to the Authority or the Replacement Service Provider pursuant to TUPE with effect from the Further Transfer Date;

1.10 **“Staff List”** has the meaning set out in paragraph 5.1;

1.11 **“Staffing Information”** has the meaning set out in paragraph 5;

1.12 **“Sub-Contractor”** means any subcontractor to the Current Service Provider(s), the Service Provider or the Replacement Service Provider as the context dictates which is engaged in the provision of the Services or any part of them (or services substantially similar to the Services or any part of them);

1.13 **“TUPE”** means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

Part A – Transfer of Employees to Service Provider

2 It is understood and acknowledged by the Parties that TUPE will not apply as a result of the Parties entering into the Agreement or any Contract because the Service Provider is also the Current Service Provider.

3 The Authority warrants to the Service Provider that none of the Authority’s employees nor those of any provider of services to the Authority which are similar to the Services will transfer to the Service Provider under TUPE as a result of the Parties entering into the Agreement or any Contract .

PART B - TRANSFER OF EMPLOYEES ON EXPIRY OR TERMINATION

- 4 The Service Provider will promptly provide (and will procure that its Sub-Contractors provide) when requested by the Authority (but not more than twice in any 12 month period) and not more than 7 days after the date of any notice to terminate the Contract given by either Party, the following information to the Authority:
 - 4.1 an anonymised list of current Service Provider's Personnel and employees and workers of its Sub-Contractors who are wholly or mainly engaged in the provision of the Services (each identified as such in the list) stating job title and approximate percentage of time spent working on the Services only (the "**Staff List**");
 - 4.2 the Aggregate Staffing Information;

and further, once the Authority has notified the Service Provider that a Replacement Service Provider has been appointed or the Authority will carry out the Services itself, the Service Provider will provide (to the extent permitted by law) such of the information specified in Appendix 1 to this Schedule 8 as is reasonably requested by the Authority in respect of each individual included on the Staff List (such information being the "**Staffing Information**").
- 5 Without limitation to paragraph 4 above, during the Relevant Period, if so requested by the Authority, the Service Provider will notify the Authority as soon as practicable and in any event within 5 (five) days of the Service Provider becoming aware of any additional or new Staffing Information and/or any material changes to any Aggregate Staffing Information or Staffing Information already provided.
- 6 The Service Provider warrants to the Authority that any Aggregate Staffing Information and any Staffing Information which it supplies (including any copies of it) will be complete and accurate in all respects and will be updated in accordance with paragraph 5 above.
- 7 Subject to paragraph 8, the Service Provider will provide the Authority with a final Staff List (the "**Final Staff List**") and Staffing Information relating to persons on that list not less than 28 days before the Further Transfer Date.
- 8 If the Contract is terminated by either Party in accordance with Clause 27.1 or by the Authority in accordance with Clause 27.1, 27.2 or 27.5 then the Final Staff List will be provided by the Service Provider to the Authority as soon as practicable and no later than 14 days after the date of termination of the Contract.
- 9 The Service Provider warrants that as at the Further Transfer Date:
 - 9.1 the Final Staff List and the Staffing Information relating to persons on that list will be complete and accurate;

- 9.2 the Final Staff List will identify all actual and potential Re-Transferring Personnel; and
 - 9.3 it will have disclosed all terms and conditions of employment or engagement and other Staffing Information relating to the Re-Transferring Personnel to the Authority.
- 10 During the Relevant Period the Service Provider will not and will procure that its Sub-Contractors do not without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed):
- 10.1 terminate or give notice to terminate the employment or engagement or replace the persons listed on the most recent Staff List or any Re-Transferring Personnel (save for any termination for gross misconduct, provided that the Authority is informed promptly of such termination);
 - 10.2 deploy or assign any other person to perform the Services who is not included on the most recent Staff List;
 - 10.3 make, propose or permit any material changes to the terms and conditions of employment or engagement of any persons listed on the most recent Staff List or any Re-Transferring Personnel (other than in the ordinary course of business, including the annual pay review);
 - 10.4 increase to any significant degree the proportion of working time spent on the Services by any of the Service Provider's Personnel; or
 - 10.5 introduce any new contractual or customary practice (including for the avoidance of doubt any payments on termination of employment) applicable to any person listed on the most recent Staff List or any Re-Transferring Personnel.
- 11 The Service Provider will promptly notify the Authority of any notice of resignation received from any person listed on the most recent Staff List or the Final Staff List (if any) during the Relevant Period regardless of when such notice takes effect.
- 12 The Service Provider agrees that the Authority will be permitted to disclose:
- 12.1 the Staff List and any Aggregate Staffing Information provided to it under this Part B of Schedule 8 in anonymised form to any person who has been invited to tender for the provision of the Services (or similar services) and to any third party engaged by the Authority to review the delivery of the Services provided that any such third party persons provide confidentiality undertakings to the Authority similar to those set out herein; and
 - 12.2 the Staff List and Final Staff List and any Staffing Information to any Replacement Service Provider.
- 13 If TUPE applies on the expiry or termination of the Contract or the appointment of a Replacement Service Provider, the following will apply:

- 13.1 The contracts of employment of each member of the Re-Transferring Personnel will have effect from the Further Transfer Date as if originally made between the Re-Transferring Personnel and the Authority or Replacement Service Provider (as appropriate) (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be treated in accordance with the provisions of the Pensions Act 2004 and the Transfer of Employment (Pensions Protection) Regulations 2005).
- 13.2 The Service Provider will provide the Authority or, once appointed, any Replacement Service Provider (as the case may be) with the information required under Regulation 11 of TUPE and (insofar as is reasonably practicable) not later than 28 days prior to the Further Transfer Date.
- 13.3 During the Relevant Period the Service Provider will (to the extent permitted by law):
- 13.3.1 provide the Authority or Replacement Service Provider (as appropriate) with access to such employment and payroll records as the Authority or Replacement Service Provider (as appropriate) may reasonably require to put in place the administrative arrangements for the transfer of the contracts of employment of the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate);
 - 13.3.2 allow the Authority or Replacement Service Provider (as appropriate) to have copies of any of those employment and payroll records;
 - 13.3.3 provide all original employment records relating to the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate); and
 - 13.3.4 co-operate with the Authority and any Replacement Service Provider in the orderly management of the transfer of employment of the Re-Transferring Personnel.
- 14 If the Re-Transferring Personnel are employed or engaged by Sub-Contractors, the Service Provider will procure such Sub-Contractors provide the Authority or Replacement Service Provider (as appropriate) with the same level of access, information and cooperation.
- 13.4 The Service Provider agrees to notify the Authority and/ or any Replacement Service Provider (as appropriate) if as at the Further Transfer Date any Re-Transferring Personnel to the Service Provider's knowledge:
- 13.4.1 is under notice of termination;
 - 13.4.2 is on long-term sick leave;

- 13.4.3 is on maternity, parental or adoption leave;
 - 13.4.4 has committed any serious security breach or engaged in any serious fraudulent activity or misconduct amounting to a breach of any regulations;
 - 13.4.5 is entitled or subject to any additional terms and conditions of employment other than those disclosed to the Authority or Replacement Service Provider (as appropriate);
 - 13.4.6 is or has been within the previous two years the subject of formal disciplinary proceedings;
 - 13.4.7 has received a written warning (other than a warning that has lapsed);
 - 13.4.8 has taken or been the subject of a grievance procedure within the previous two years; or
 - 13.4.9 has objected, or has indicated an intention to object, in accordance with TUPE to his or her employment transferring to the Authority or Replacement Service Provider (as appropriate) under TUPE.
- 13.5 The Service Provider undertakes to each of the Authority and any Replacement Service Provider that it will (and will procure that its Sub-Contractors will):
- 13.5.1 continue to perform and observe all of its obligations under or in connection with the contracts of employment of the Re-Transferring Personnel and any collective agreements relating to the Re-Transferring Personnel up to the Further Transfer Date;
 - 13.5.2 pay to the Re-Transferring Personnel all Employment Costs to which they are entitled from the Service Provider or any Sub-Contractor which fall due in the period up to the Further Transfer Date;
 - 13.5.3 to pay to the Authority or the Replacement Service Provider (as appropriate) within 7 days of the Further Transfer Date an apportioned sum in respect of Employment Costs as set out in paragraph 13.7; and
 - 13.5.4 to comply in all respects with its information and consultation obligations under TUPE and to provide to the Authority or Replacement Service Provider (as appropriate) such information as the Authority or Replacement Service Provider may request in order to verify such compliance.
- 13.6 The Authority will indemnify and keep indemnified the Service Provider (and its Sub-Contractors) from and against all Employment Liabilities

which the Service Provider (or its Sub-Contractors) incur or suffer arising out of or in connection with:

13.6.1 any failure by the Authority to comply with Regulation 13 of TUPE in a timely and proper manner;

13.6.2 any claim brought or other action taken by or on behalf of any of the Re-Transferring Personnel which arises from or in connection with (directly or indirectly) any act or omission or communication made to the Re-Transferring Personnel by the Authority before the Further Transfer Date;

13.6.3 the employment or termination of employment by the Authority of any Re-Transferring Personnel on or after the Further Transfer Date;

13.6.4 any actual or proposed changes by the Authority to the terms and conditions of employment or working conditions of any of the Re-Transferring Personnel which are or are alleged to be to the detriment of any of the Re-Transferring Personnel,

and the Authority will procure that any Replacement Service Provider will provide an equivalent indemnity to the Service Provider (and its Sub-Contractors) wherein any reference to “the Authority” shall be replaced by a reference to “the Replacement Service Provider (or its Sub-Contractors)”.

13.7 The Parties agree that all Employment Costs in respect of the Re-Transferring Personnel will be allocated as follows:

13.7.1 the Service Provider will be responsible for any Employment Costs relating to the period up to and including the Further Transfer Date; and

13.7.2 the Authority or (where appointed) any Replacement Service Provider will be responsible for the Employment Costs relating to the period after the Further Transfer Date,

and will if necessary be apportioned on a time basis (regardless of when such sums fall to be paid) except that there will be no apportionment in respect of the Re-Transferring Personnel’s holiday entitlements.

13.8 The Service Provider will indemnify and keep indemnified each of the Authority and any Replacement Service Provider from and against all Employment Liabilities which the Authority and/or the Replacement Service Provider incurs or suffers arising directly or indirectly out of or in connection with:

13.8.1 any failure by the Service Provider to comply with its obligations under this Part B of Schedule 8;

- 13.8.2 any act or omission by or on behalf of the Service Provider (or its Sub-Contractors) in respect of the Re-Transferring Personnel whether occurring before on or after the Further Transfer Date (save where such act or omission is requested by the Authority and/ or any Replacement Service Provider or is otherwise an act or omission of any person employed or engaged by the Authority for which the Authority is vicariously liable));
 - 13.8.3 any failure by the Service Provider (or its Sub-Contractors) to comply with Regulation 13 of TUPE (except to the extent that such failure arises from a failure by the Authority or the Replacement Service Provider to comply with Regulation 13 of TUPE);
 - 13.8.4 any claim or demand by HMRC or any other statutory authority in respect of any financial obligation including but not limited to PAYE and national insurance contributions in relation to any Re-Transferring Personnel to the extent that such claim or demand relates to the period from the Agreement Commencement Date to the Further Transfer Date;
 - 13.8.5 any claim or demand or other action taken against the Authority or any Replacement Service Provider by any person employed or engaged by the Service Provider (or its Sub-Contractors) (other than Re-Transferring Personnel included on the Final Staff List) who claims (whether correctly or not) that the Authority or Replacement Service Provider has inherited any liability from the Service Provider (or its Sub-Contractors) in respect of them by virtue of TUPE.
- 14 If TUPE does not apply on the expiry or termination of the Contract, the Service Provider will remain responsible for the Service Provider Personnel and will indemnify and keep indemnified the Authority against all Employment Liabilities which the Authority incurs or suffers arising directly or indirectly out of or in connection with the employment or termination of employment of any of the Service Provider Personnel or former Service Provider Personnel other than any Employment Liabilities arising as a result of any act of discrimination against any Service provider Personnel by the Authority or any person employed by the Authority or any act of detriment by the Authority or any person employed by the Authority against any Service Provider Personnel as a result of having made a protected disclosure (as defined in the Employment Rights Act 1996) about the Authority.
 - 15 The Service Provider will procure that whenever the Authority so requires on reasonable notice at any time during the continuance in force of the Contract and for 2 years following the date of expiry or earlier termination of the Contract the Authority will be given reasonable access to and be allowed to consult with any person, consultant or employee who, at that time:

15.1 is still an employee or sub-contractor of the Service Provider or any of the Service Provider's associated companies; and

15.2 was at any time employed or engaged by the Service Provider in order to provide the Services to the Authority under the Contract,

and such access and consultation will be provided on the first occasion free of charge and thereafter be charged at reasonable rates for the time spent by the Service Provider and/or its employees or Sub-Contractors on such consultation. The Service Provider will use all reasonable endeavours to procure that such persons co-operate with the Authority's requests.

16 Clause 32.1 shall be amended so that benefits conferred on the Replacement Service Provider under this Part B of Schedule 8 shall be enforceable by them.

APPENDIX 1 TO SCHEDULE 8

INFORMATION TO BE PROVIDED IN RESPECT OF THOSE ON THE STAFF LIST

- Amount of time spent on the Services (or any part of the Services specified by the Authority)
- Date of birth
- Role Title/Designation and Role Profile
- Annual Salary £
- Bonus and Commission Amount and Frequency
- Pay Frequency and Date
- Overtime - Contractual or Non Contractual and Rates
- Contractual Working Hours
- Contract Type - Perm/Temp
- Geographical Area Of Work / Location
- Commencement of Employment Date
- Continuous Service Date
- Car Allowance
- Pension Contributions
 - 1) Employer
 - 2) Employee
 - Including additional info on:
 - who were originally employees of the Authority,
 - who were members of (or eligible to become members of) the TfL Pension Fund / The Local Government Pension Scheme for England and Wales/The Principal Civil Service Pension Scheme,
 - whose employment transferred from the Authority to the Service Provider under TUPE; and
 - who were entitled to broadly comparable benefits under the Current Contractor's Scheme
- Details of any Contracting Out Certificate
- Details of the relevant employee representative body or bodies and relevant collective agreements
- Date of Annual Pay Award
- Annual Leave Entitlement
- Contractual Notice Period
- Public Holiday /Concessionary Days Entitlement
- Sickness Entitlement (in 12 month rolling period)
- Salary/wage increases pending
- Eligibility for enhanced redundancy pay and any other contractual or non-contractual termination of severance arrangements (including methods of calculation)
- Details of any other benefits provided, whether contractual or non-contractual
- Copy of employment contract or applicable standard terms and employee handbook

- Any loans or educational grants
- For those employees who are foreign nationals the country of citizenship, immigrant status and all documentation required by law to demonstrate a right to work in the United Kingdom
- Information on any disciplinary or grievance procedure taken against or by an employee in the two years immediately preceding the information being provided
- Information about any tribunal claims in the immediately preceding two years or whether there are reasonable grounds to believe a claim may be brought
- Department and place on organisation chart
- Average absence due to sickness
- Training and competency records

SCHEDULE 9 – NOT USED

SCHEDULE 10 – CONTACT REPORT

Contact Reports do not need to follow a specific document template, and email will be acceptable. However, they must include, as a minimum, decisions, actions and their owners, and any related deadlines or other timings.